

**NORTHPORT CITY COUNCIL MEETING
MONDAY, JUNE 16, 2025
5:30 PM**

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. PRESENTATIONS

6. APPROVAL OF THE AGENDA

7. VISITORS TO ADDRESS THE COUNCIL

8. UNFINISHED BUSINESS

a. Ordinances and Resolutions of a Permanent Nature

1. Second Reading, Ordinance amending the Northport Municipal Code pertaining to Fees for Public Improvement, Assessments, and Property Information Letters - Ron Davis

9. NEW BUSINESS

a. Ordinances and Resolutions of a Permanent Nature

b. Resolutions of a Temporary Nature

1. Resolution Authorizing the Mayor to Execute a Reimbursable Agreement with Comcast Cable of Alabama for the Relocation of Utilities for the Main Avenue Revitalization Project - Brad Matthews
2. Resolution Authorizing the Mayor to Execute a Reimbursable Agreement with Alabama Power Company for the Relocation of Utilities for the Main Avenue Revitalization Project - Brad Matthews
3. Resolution Authorizing the Mayor to Execute a Reimbursable Agreement with Bellsouth Telecommunications Inc. for the Relocation of Utilities for the Main Avenue Revitalization Project - Brad Matthews
4. Resolution Authorizing the City Administrator to Execute a Contract with Duncan Coker Associates for Professional Design Services and Construction for The Summit Sinkhole Repair - Brad Matthews
5. Resolution Ratifying Authorizing the City Administrator Execute an Agreement with Outdoor Aluminum, Inc. for River Run Park - Package No. 9 Aluminum Bleachers - Brad Matthews
6. Resolution Authorizing the City Administrator to Award and Accept a Proposal with The Perfect Mound for River Run Park - Package No. 8 Mounds - Brad Matthews
7. Resolution Authorizing the City Administrator to Execute a Proposal for Geotechnical Services from TTL, Inc. for the Montgomery Farms Slope Stability Project - Brad Matthews
8. Resolution Authorizing the City Administrator to Execute an Agreement with Turnerboone for River Run Park - Interior Furniture - Brad Matthews
9. Resolution Authorizing the City Administrator to Execute a Contract with Alatech Computer Solutions, LLC for Network Technology and Equipment for River Run Park - Scott Murphy
10. Resolution Authorizing the City Administrator to Enter into an Agreement with Alatech Computer Solutions, LLC for Maintenance and Monitoring of Network Services for River Run Park - Scott Murphy
11. Resolution authorizing the Mayor to execute easements with the US Army Corps of Engineers for access road at River Run Park - Glenda Webb
12. Resolution authorizing the City Administrator to enter into an agreement with The Municipal Software Group, LLC - Teresa Brown

c. Consent Agenda

1. Minutes, June 2, 2025 - Glenda Webb

2. Bill Listing - Glenda Webb
3. Purchase Requisition, Outsourced Legal Services, Trussell Funderburg Rae Bell & Furgerson, PC, \$9,126.14 - Ron Davis
4. Purchase Requisition, Web Flex, LLC for Pitching Screens for Batting Cages, \$15,399.82 - Brad Matthews
5. Purchase Requisition, The Flagpole Company, Flag pole for River Run Park, \$46,816.90 - Brad Matthews
6. Purchase Requisition, BION Security, Firewall Router, and software for EOC, \$8,740.40 - Scott Murphy
7. Purchase Requisition, Global Industrial for Trash Cans for River Run Park, \$27,664.99 - Brad Matthews
8. Purchase Requisition, Gulf States Distributors for PD Vests - \$7,992.95 - Gerald Burton
9. Purchase Requisition - new turbo & actuator for Garbage Truck #4189; Truckworx Holding Co., \$6,460.14 - Brooke Starnes
10. Purchase Requisitions, Lance Holloway Productions, LLC, \$5,750.00 - Brad Matthews
11. Purchase Requisition, Sky Elements, LLC, \$56,000.00 - Brad Matthews

10. REPORTS OF SPECIAL COMMITTEES OF COUNCIL

11. PUBLIC HEARINGS

a. Engineering

b. Legal Department

c. Planning Inspections Department

1. Second Reading, Ordinance Ordering Demolition of an Unsafe Structure located at 1203 EJ James Jr. Parkway. - Julie Ramm
2. Second Reading, Ordinance Ordering Demolition of an Unsafe Structure Located at 1204 10th Street. - Julie Ramm

d. Police Department

12. CITY ADMINISTRATOR'S BUSINESS

13. DEPARTMENTAL BUSINESS

14. MAYOR & COUNCIL MEMBER'S BUSINESS

15. ADJOURNMENT



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

AGENDA ITEM NO. 8.a.1.

MEETING DATE: June 16, 2025

SUBJECT: Second Reading, Ordinance amending the Northport Municipal Code pertaining to Fees for Public Improvement, Assessments, and Property Information Letters

Unfinished Business: X

New Business:

Consent Agenda:

Public Hearing:

First Reading:

Second Reading: X

Prepared By: Kim Braughton

Approved By: Ron Davis

Summary:

By adoption of Ordinance 2227, the City Council recently updated Chapter 66, Article I, Sec. 66-1 of the Northport Municipal Code pertaining to fees for public improvement, assessments and property information letters. Due to fire code violations being requested regularly with most assessment letter requests, city staff respectfully requests that a \$25.00 fee be included on the option chart for the assessment requests. This amendment was recommended by the Finance Committee at their regular meeting of May 19, 2025.

Recommendation:

That you adopt the attached Ordinance.

Funding Source/GL Code:

GL Code No. N/A Amount: N/A

Motion for Consideration:

I move to adopt the Ordinance amending Chapter 66, Article I, Sec. 66-1 of the Northport City Code pertaining to fees for public improvement, assessments, and property information letters.

ORDINANCE NO.

**ORDINANCE AMENDING THE NORTHPORT MUNICIPAL CODE PERTAINING TO
FEES FOR PUBLIC IMPROVEMENT, ASSESSMENTS, AND PROPERTY
INFORMATION LETTERS**

WHEREAS, the City Council recently updated the fees for public improvement, assessments, and property information letters on July 15, 2024, by adoption of Ordinance 2227; and

WHEREAS, said fees did not include fees for Fire Code Violations; and

WHEREAS, due to Fire Code Violations being requested regularly with most assessment letters, the City Council is of the opinion that a \$25.00 fee shall be included on the option chart for assessment requests; and

WHEREAS, said amendment was recommended by the Finance Committee on May 19, 2025.

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

1. The City hereby amends Chapter 66, Article I, Sec. 66-1 of 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 16th day of June 2025.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda D. Webb, City Administrator

APPROVED this the 16th day of June 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: June 2, 2025
Motion By: Aiken
2nd Reading: June 16, 2025
Motion By:
Second By:
Publication:

EXHIBIT “A”

Chapter 66, Article I, Sec. 66-1 - Fees for Public Improvement, Assessments & Property Information Letter

Type of Letter	Fee (per parcel)	Associated Services and Information
Assessment Letter	\$35.00	Review for municipal assessments against property.
Zoning Verification Letter	\$35.00	Confirm zoning of parcel.
Certificate of Occupancy Letter	\$35.00	Provide most recent certificate of occupancy.
Property Information Letter	\$50.00 (Electronic Copy) Plus Copy Costs (if no electronic copy is available)	As-built plans, or survey, if any are on record with the City.
Fire Code Violations	\$25.00	Review for fire code violations against property.
Additional Information	Per request	Availability and fees for any additional information will be determined on a case-by-case basis. The City will not verify any environmental related requests or environmental suitability, including floodplain information. The City will not review, verify, or search County or probate records.

These amounts may be modified by the City Administrator in the future to reflect actual costs and time utilized by the City in responding to these requests.

This fee schedule is only available if it is related to real estate closings.



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

AGENDA ITEM NO. 9.b.1.

MEETING DATE: June 16, 2025

SUBJECT: Resolution Authorizing the Mayor to Execute a Reimbursable Agreement with Comcast Cable of Alabama for the Relocation of Utilities for the Main Avenue Revitalization Project

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Morgan Williams

Approved By: Brad Matthews

Summary:

The Engineering department is requesting that the City Council authorize the Mayor to execute a reimbursable agreement with Comcast Cable of Alabama for the relocation of utilities for the Main Avenue Revitalization project. The fiscal impact is estimated to be \$27,640.53; the cost is included in the City's 20% match for construction costs associated with the project. A copy of the utility agreement with Comcast has been attached for reference.

Recommendation:

That the requested resolution be approved.

Funding Source/GL Code:

GL Code No. 80% - 01-10152; 20% - 01-32-600-81005 Amount: \$22,112.42(80%); \$5,528.11 (20%)

Motion for Consideration:

I move that the City Council approved the Mayor to execute a reimbursable agreement with Comcast Cable of Alabama for the relocation of utilities for the Main Avenue Revitalization project in the amount of \$27,670.52.

RESOLUTION NO. 25-

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A REIMBURSABLE AGREEMENT WITH COMCAST CABLE OF ALABAMA FOR THE RELOCATION OF UTILITIES FOR THE MAIN AVENUE REVITALIZATION PROJECT

WHEREAS, the Engineering department is requesting that the City Council authorize the Mayor to execute a reimbursable agreement with Comcast Cable of Alabama for relocation of utilities for the Main Avenue Revitalization project; and,

WHEREAS, the fiscal impact is estimated to be \$27,640.53; and

WHEREAS, the estimated utility relocation cost is included in the City of Northport's 20% match for construction cost associated with the project.

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

1. To authorize the Mayor to execute a reimbursable agreement with Comcast Cable of Alabama for the relocation of utilities for the Main Avenue Revitalization project. Improvement projects, and that the estimated cost for utility relocation will be included in the City's 20% match for construction costs associated with the project.

RESOLVED AND DONE THIS 16th DAY OF JUNE 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

Christy Bobo, Its President

ATTEST:

Glenda D. Webb, City Administrator

Reading: June 16, 2025

Motion: _____

Second: _____

**REIMBURSABLE AGREEMENT
FOR RELOCATION OF UTILITY FACILITIES
ON PRIVATE OR PUBLIC RIGHT-OF-WAY**

☐	Private Right-of-Way	PROJECT NUMBER	<u>STPSU-CRPTL-6321-(252)</u>
☒	Public Right-of-Way	CITY NUMBER	
		CITY	<u>City of Northport</u>

THIS AGREEMENT is entered into by and between the **CITY** of Northport acting by and through its **CITY COUNCIL**, hereinafter referred to as the **CITY**, and Comcast, hereinafter referred to as the **UTILITY**.

WITNESSETH:

WHEREAS, the **CITY** proposes a project of certain highway improvements in Northport **CITY**, Alabama, said project being designated as Project No. STPSU-CRPTL-6321(252) and consisting approximately of the following: resurfacing, sidewalk installation, angled parking spaces, and lighting on
Main Ave from 5th St. to McFarland Blvd (SR-6/US-82).; and

WHEREAS, the **UTILITY** is the owner of certain facilities located on private or public right-of-way, as applicable, at places where they will interfere with the construction of said project unless said facilities are relocated; and

WHEREAS, the **CITY** has determined that the relocation of the facilities hereinafter referred to is necessitated by the construction of said project and has requested or ordered, as applicable, the **UTILITY** to relocate same; and

WHEREAS, the Alabama Department of Transportation will use Federal funds allocated to the **CITY**, if available, that are provided to it by the Federal Highway Administration pursuant to 23 CFR 645 to reimburse the **CITY'S** expenses incurred in adjusting the utilities facilities;

NOW, THEREFORE, the parties hereto agree as follows:

1. The **UTILITY** will relocate its facilities presently located within the right-of-way limits of the above referenced project in accordance with the **UTILITY'S** plans and specifications as approved by the **CITY**, so as to occasion the least possible interference with the progress of the project. The **UTILITY'S** plans, specifications and estimate of relocation cost are transmitted herewith and made a part hereof by reference.

2. The **UTILITY** will conform to the provisions of the latest edition of the State of Alabama Department of Transportation Utility Manual, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such Utility Manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

3. The **UTILITY** will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

4. By signing this contract, the **CITY** and **UTILITY** 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.

5. Code of Federal Regulations 23 CFR 645 is hereby made a part hereof by reference and will be conformed to by the **UTILITY** as the provisions thereof are applicable hereto.

6. The **UTILITY** will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The **UTILITY** will procure and pay for all licenses and permits that are necessary for its performance of the work.

7. The **UTILITY** will perform the work of relocation:

- (a) ☐ by **UTILITY'S** own forces
- (b) ☐ by contract let by the **UTILITY**
- (c) ☐ by an existing written continuing contract where the work is regularly performed for the **UTILITY**
- (d) ☒ by combination of the preceding (as shown in detail on the estimate).

8. The detailed relocation cost estimate will be itemized and attached to this agreement. With respect to facilities located on the **UTILITY'S** private right-of-way, the **CITY** will reimburse the **UTILITY** for the actual cost of relocation, as may be adjusted below. With respect to facilities located on public right-of-way, the **CITY** will reimburse the **UTILITY** for all or part of the actual cost of relocation as required by the laws of Alabama, as may be adjusted below.

- a. The **STATE'S** share of the engineering charges shall be limited to the "in-kind" work only.
- b. The total actual cost of relocation, whether the facilities are on private or public right-of-way, shall be adjusted for betterment, if any, as defined and provided for in 23 CFR 645 above noted. Excluding betterment costs, the total estimated cost of relocation, is \$ 27,640.53. The total estimated cost including betterment is \$ 27,640.53.
- c. If an adjustment for betterment is applicable, the **CITY** will reimburse the **UTILITY** for 100 percent of the actual cost of relocation and the remaining 0.00 percent thereof shall be for the account of the **UTILITY** for betterment. If there are changes during construction and/or the actual construction cost percentage becomes substantially different from the construction estimate, the **CITY** reserves the right to recalculate the percentages at any time.

9. The **UTILITY** will keep accurate and true records of all expenditures made by it in the process of such relocation. Records will be kept in accordance with 23 CFR 645 above noted, or in accordance with Part 30 and 31, Federal Acquisition Regulations, or in accordance with accounting practices acceptable to the **STATE**.

10. The **UTILITY** will, during the progress of the work and for three years from the date final payment is made, make its records available during normal working hours for examination and audit by representatives of the **STATE** and of the Federal Highway Administration to verify amounts and items covered in the reimbursement for relocation of facilities covered herein. Said records will be available for examination at

_____.

11. The **UTILITY** will, within six (6) months following completion of the relocation, furnish the **CITY** such papers, records, supporting documents and invoices as may be required by the **STATE** showing the cost of said relocation. The **UTILITY** will furnish the **CITY** a copy of its "as built" plans for the **STATE'S** records.

12. Upon receipt of such documents and accounts as may be required by the preceding paragraph and upon completion and acceptance of such verification as the **CITY** may deem necessary, the **CITY** will reimburse the **UTILITY** for the actual cost of such relocation as verified by the **CITY**. In the event the actual verified cost, as accepted, exceeds the estimated cost, the **CITY** may require a Supplemental Agreement to be executed between the parties prior to reimbursement of any amount in excess of the estimated cost.

13. Paragraphs numbered 14 through 18 set forth below are applicable to this Agreement only if some or all of the **UTILITY** facilities to be relocated hereunder are located on private right-of-way of the **UTILITY**; otherwise, such paragraphs are considered inapplicable to this Agreement and null and void.

14. Where the **UTILITY** has a compensable property interest in its existing location (herein referred to as private right-of-way) by reason of holding the fee, an easement or other property interest, evidence of such compensable property interest will be submitted to the **CITY** by the **UTILITY** for review and approval.

15. If the **UTILITY** is required to move all of its facilities from a portion of its private right-of-way, upon completion of the relocation provided for herein, the **UTILITY** will convey to the **CITY** by Quitclaim Deed the portion of its private right-of-way located within the right-of-way limits of the above referenced project.

16. In the event the **UTILITY** is not required to relocate any of its facilities which are located on its private right-of-way, the following provisions shall apply:

- a. To the extent the **UTILITY** has the right to so agree the **CITY** will have the right to construct, operate and maintain a highway over and along the portion of the **UTILITY'S** private right-of-way located within the right-of-way limits of the above referenced project.
- b. The subordination of the **UTILITY'S** private right-of-way to the right of the **CITY** to construct, operate, and maintain said highway will be effective and operative only to such air, surface and sub- surface rights as may reasonably be required and are necessary for the construction, operation, and maintenance of said highway, and to enable the **CITY** to control access to the highway where such control is established; otherwise this subordination agreement will in no wise affect and impair the rights of the **UTILITY**, its successors and assigns, in or to its private right-of-way, including but not limited to the right to install additional facilities over, under and across the highway; provided, however, that any installation of additional facilities will be subject to the **STATE'S** responsibility and right to make prior determination that any such additional facilities are located so as not to impair the highway or any planned highway improvement and so as not to interfere with the free and safe flow of traffic thereon.
- c. It is mutually understood that the terms of this Agreement do not subordinate, affect or impair the rights of the **UTILITY** for reimbursement of the cost of such future relocation as may be required and necessitated by highway construction at some future date, as fully as if no subordination existed; however, such relocation will be in accordance with an additional agreement to be entered into at that time between the **UTILITY** and the **CITY**.

17. If the **UTILITY** is required to relocate any of its facilities which are located on its private right-of-way to a new location on the same private right-of-way, the following provisions shall apply:

- a. To the extent the **UTILITY** has the right to so agree, upon completion of the relocation provided for herein, the **CITY** will have the right to construct, operate and maintain a highway over and along the portion of the **UTILITY'S** private right-of-way located within the right-of-way limits of the above referenced project.

- b. The subordination of the **UTILITY'S** private right-of-way to the right of the **CITY** to construct, operate and maintain said highway will be effective and operative only to such air, surface and sub- surface rights as may reasonably be required and are necessary for the construction, operation and maintenance of said highway, and to enable the **CITY** to control access to the highway where such control is established; otherwise this subordination agreement will in no wise affect and impair the rights of the **UTILITY**, its successors and assigns, in or to its private right-of-way, including but not limited to the right to install additional facilities over, under and across the highway; provided, however, that any installation of additional facilities will be subject to the **CITY'S** responsibility and right to make prior determination that any such additional facilities are located so as not to impair the highway or any planned highway improvement and so as not to interfere with the free and safe flow of traffic thereon.
- c. It is mutually understood that the terms of this Agreement do not subordinate, affect or impair the rights of the **UTILITY** for reimbursement of the cost of such future relocation as may be required and necessitated by highway construction at some future date, as fully as if no subordination existed; however, such relocation will be in accordance with an additional agreement to be entered into at that time between the **UTILITY** and the **CITY**.

18. If the **UTILITY** is required to relocate any of its facilities which are located on its private right-of-way to a new location on public right-of-way or if any such facilities are to be retained in place within the public right-of-way due to this project, the following provisions will apply:

- a. The cost of relocation will include reimbursement for acquisition of right-of-way by the **UTILITY** to place necessary guy wires and anchors on private lands adjacent to the highway right-of-way and the rights to cut, trim and remove, initially and from time to time as necessary, trees on private lands adjacent to the highway right-of-way which might then or thereafter endanger the facilities of the **UTILITY**.
- b. Reimbursement for future relocation of the **UTILITY'S** facilities will be in accordance with State laws in effect at the time such relocation is made; provided, however, the **UTILITY** will be reimbursed for the cost of any future relocation of the facilities, including the cost of acquisition of equivalent private right-of- way if such future relocation is outside the highway right-of-way and such relocation is required by the **CITY**, and provided that the prior relocation from private right-of-way to public right-of- way was without compensation to the **UTILITY** for its compensable property interest in its private right-of-way.

19. The **UTILITY** will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the **UTILITY**, its agents, servants, employees or facilities.

20. The **UTILITY** will have a copy of this Agreement on the project site at all times while work is being performed under this Agreement.

21. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the **CITY** to the public right-of-way nor to increase, decrease or modify in any way the rights of the **UTILITY** provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

22. Paragraph 23 set forth below is applicable to this Agreement only if Federal appropriated funds are available or will be available in the project by which the relocation required by this Agreement is necessitated.

23. In the event any Federal Funds are utilized for this work, the following certification is made:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

24. In accordance with Title 23, U.S.C. Sec 313, Buy America, steel and iron materials and products used on this utility relocation shall comply with the Buy America requirements of 23 CFR 635.410. Minor items of foreign steel may be used if their cost is less than \$2,500 or one-tenth of one percent of the agreement amount, whichever is greater. Eligibility for reimbursement is subject to audit for compliance with the Buy America Requirement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials or persons thereunto duly authorized, and this agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the State Local Transportation Engineer.

The **CITY** requests that (100%**CITY** funds; Federal participation) be used for the utility work in this agreement.

COMCAST CABLE OF ALABAMA

WITNESS:

(Legal Name of Utility)

BY:

Daniel Holt

Digitally signed by Daniel Holt
Date: 2025.05.09 08:19:20 -05'00'

(Signature)

Daniel Holt

(Type or Printed Name)

Construction Specialist

(Type or Printed Title)

1131 Whigham Pl Tuscaloosa Al 35405

(Address)

(Address)

205-233-4181

(Telephone)

RECOMMENDED FOR APPROVAL:

BY:

CITY ENGINEER/ENGINEER-OF-RECORD

BY:

REGION ENGINEER

CITY OF Northport

BY:

MAYOR

APPROVED:

BY:

STATE LOCAL TRANSPORTATION ENGINEER

DATE:



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

AGENDA ITEM NO. 9.b.2.

MEETING DATE: June 16, 2025

SUBJECT: Resolution Authorizing the Mayor to Execute a Reimbursable Agreement with Alabama Power Company for the Relocation of Utilities for the Main Avenue Revitalization Project

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Morgan Williams

Approved By: Brad Matthews

Summary:

The Engineering department is requesting the City Council authorize the Mayor to execute a reimbursable agreement with Alabama Power Company for the relocation of utilities for the Main Avenue Revitalization project. The fiscal impact is estimated to be \$480,101.00; the cost is included in the City's 20% match for construction costs associated with the project. A copy of the utility agreement with Alabama Power Company has been attached for reference.

Recommendation:

The requested resolution is approved.

Funding Source/GL Code:

GL Code No. 80% - 01-0152; 20% - 01-32-600-81005 Amount: \$384,080.80 (80%); \$96,020.20 (20%)

Motion for Consideration:

I move that the City Council authorize the Mayor to execute a reimbursable agreement with Alabama Power Company for the relocation of utilities for the Main Avenue Revitalization project in the amount of \$480,101.00.

RESOLUTION NO. 25-

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A REIMBURSABLE AGREEMENT WITH ALABAMA POWER COMPANY FOR THE RELOCATION OF UTILITIES FOR THE MAIN AVENUE REVITALIZATION PROJECT

WHEREAS, the Engineering department is requesting that the City Council authorize the Mayor to execute a reimbursable agreement with Alabama Power Company for relocation of utilities for the Main Avenue Revitalization project; and,

WHEREAS, the fiscal impact is estimated to be \$480,101.00; and

WHEREAS, the estimated utility relocation cost is included in the City of Northport's 20% match for construction cost associated with the project.

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

1. To authorize the Mayor to execute a reimbursable agreement with Alabama Power Company for the relocation of utilities for the Main Avenue Revitalization project. Improvement projects, and that the estimated cost for utility relocation will be included in the City's 20% match for construction costs associated with the project.

RESOLVED AND DONE THIS 16th DAY OF JUNE 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

Christy Bobo, Its President

ATTEST:

Glenda D. Webb, City Administrator

Reading: June 16, 2025

Motion: _____

Second: _____

**REIMBURSABLE AGREEMENT
FOR RELOCATION OF UTILITY FACILITIES
ON PRIVATE OR PUBLIC RIGHT-OF-WAY**

☒
☒

Private Right-of-Way
Public Right-of-Way

PROJECT NUMBER STPSU-6321 (252)
CITY NUMBER _____
CITY CITY OF NORTHPORT

THIS AGREEMENT is entered into by and between the **CITY** of NORTHPORT
acting by and through its **CITY COUNCIL**, hereinafter referred to as the **CITY**, and
ALABAMA POWER COMPANY (DISTRIBUTION), hereinafter referred to
as the **UTILITY**.

WITNESSETH:

WHEREAS, the **CITY** proposes a project of certain highway improvements in NORTHPORT
CITY, Alabama, said project being designated as Project No. STPSU-6321 (252) and consisting
approximately of the following: RESURFACING, SIDEWALKS, ANGLED PARKING, AND LIGHTING
ON MAIN AVENUE FROM 5TH STREET TO MCFARLAND BOULEVARD (SR-6/US-82); and

WHEREAS, the **UTILITY** is the owner of certain facilities located on private or public right-of-way, as
applicable, at places where they will interfere with the construction of said project unless said facilities are relocated;
and

WHEREAS, the **CITY** has determined that the relocation of the facilities hereinafter referred to is
necessitated by the construction of said project and has requested or ordered, as applicable, the **UTILITY** to relocate
same; and

WHEREAS, the Alabama Department of Transportation will use Federal funds allocated to the **CITY**, if
available, that are provided to it by the Federal Highway Administration pursuant to 23 CFR 645 to reimburse the
CITY'S expenses incurred in adjusting the utilities facilities;

NOW, THEREFORE, the parties hereto agree as follows:

1. The **UTILITY** will relocate its facilities presently located within the right-of-way limits of the
above referenced project in accordance with the **UTILITY'S** plans and specifications as approved by the **CITY**,
so as to occasion the least possible interference with the progress of the project. The **UTILITY'S** plans,
specifications and estimate of relocation cost are transmitted herewith and made a part hereof by reference.

2. The **UTILITY** will conform to the provisions of the latest edition of the State of Alabama
Department of Transportation Utility Manual, as the provisions thereof are applicable hereto, for both
installation and maintenance of such facilities. Such Utility Manual is of record within the Alabama
Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

3. The **UTILITY** will conform to the provisions of the Federal Highway Administration Manual
on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for
both installation and maintenance of such facilities. Such manual is of record within the Alabama
Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

4. By signing this contract, the **CITY** and **UTILITY** 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.

5. Code of Federal Regulations 23 CFR 645 is hereby made a part hereof by reference and will be conformed to by the **UTILITY** as the provisions thereof are applicable hereto.

6. The **UTILITY** will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The **UTILITY** will procure and pay for all licenses and permits that are necessary for its performance of the work.

7. The **UTILITY** will perform the work of relocation:

- (a) ☐ by **UTILITY'S** own forces
- (b) ☐ by contract let by the **UTILITY**
- (c) ☐ by an existing written continuing contract where the work is regularly performed for the **UTILITY**
- (d) ☒ by combination of the preceding (as shown in detail on the estimate).

8. The detailed relocation cost estimate will be itemized and attached to this agreement. With respect to facilities located on the **UTILITY'S** private right-of-way, the **CITY** will reimburse the **UTILITY** for the actual cost of relocation, as may be adjusted below. With respect to facilities located on public right-of-way, the **CITY** will reimburse the **UTILITY** for all or part of the actual cost of relocation as required by the laws of Alabama, as may be adjusted below.

- a. The **STATE'S** share of the engineering charges shall be limited to the "in-kind" work only.
- b. The total actual cost of relocation, whether the facilities are on private or public right-of-way, shall be adjusted for betterment, if any, as defined and provided for in 23 CFR 645 above noted. Excluding betterment costs, the total estimated cost of relocation, is \$ 480,101.00. The total estimated cost including betterment is \$ 0.00.
- c. If an adjustment for betterment is applicable, the **CITY** will reimburse the **UTILITY** for 100 percent of the actual cost of relocation and the remaining 0 percent thereof shall be for the account of the **UTILITY** for betterment. If there are changes during construction and/or the actual construction cost percentage becomes substantially different from the construction estimate, the **CITY** reserves the right to recalculate the percentages at any time.

9. The **UTILITY** will keep accurate and true records of all expenditures made by it in the process of such relocation. Records will be kept in accordance with 23 CFR 645 above noted, or in accordance with Part 30 and 31, Federal Acquisition Regulations, or in accordance with accounting practices acceptable to the **STATE**.

10. The **UTILITY** will, during the progress of the work and for three years from the date final payment is made, make its records available during normal working hours for examination and audit by representatives of the **STATE** and of the Federal Highway Administration to verify amounts and items covered in the reimbursement for relocation of facilities covered herein. Said records will be available for examination at

600 North 18th Street, BIN#12S-0782

Birmingham, Al. 35291

11. The **UTILITY** will, within six (6) months following completion of the relocation, furnish the **CITY** such papers, records, supporting documents and invoices as may be required by the **STATE** showing the cost of said relocation. The **UTILITY** will furnish the **CITY** a copy of its "as built" plans for the **STATE'S** records.

12. Upon receipt of such documents and accounts as may be required by the preceding paragraph and upon completion and acceptance of such verification as the **CITY** may deem necessary, the **CITY** will reimburse the **UTILITY** for the actual cost of such relocation as verified by the **CITY**. In the event the actual verified cost, as accepted, exceeds the estimated cost, the **CITY** may require a Supplemental Agreement to be executed between the parties prior to reimbursement of any amount in excess of the estimated cost.

13. Paragraphs numbered 14 through 18 set forth below are applicable to this Agreement only if some or all of the **UTILITY** facilities to be relocated hereunder are located on private right-of-way of the **UTILITY**; otherwise, such paragraphs are considered inapplicable to this Agreement and null and void.

14. Where the **UTILITY** has a compensable property interest in its existing location (herein referred to as private right-of-way) by reason of holding the fee, an easement or other property interest, evidence of such compensable property interest will be submitted to the **CITY** by the **UTILITY** for review and approval.

15. If the **UTILITY** is required to move all of its facilities from a portion of its private right-of-way, upon completion of the relocation provided for herein, the **UTILITY** will convey to the **CITY** by Quitclaim Deed the portion of its private right-of-way located within the right-of-way limits of the above referenced project.

16. In the event the **UTILITY** is not required to relocate any of its facilities which are located on its private right-of-way, the following provisions shall apply:

- a. To the extent the **UTILITY** has the right to so agree the **CITY** will have the right to construct, operate and maintain a highway over and along the portion of the **UTILITY'S** private right-of-way located within the right-of-way limits of the above referenced project.
- b. The subordination of the **UTILITY'S** private right-of-way to the right of the **CITY** to construct, operate, and maintain said highway will be effective and operative only to such air, surface and sub- surface rights as may reasonably be required and are necessary for the construction, operation, and maintenance of said highway, and to enable the **CITY** to control access to the highway where such control is established; otherwise this subordination agreement will in no wise affect and impair the rights of the **UTILITY**, its successors and assigns, in or to its private right-of-way, including but not limited to the right to install additional facilities over, under and across the highway; provided, however, that any installation of additional facilities will be subject to the **STATE'S** responsibility and right to make prior determination that any such additional facilities are located so as not to impair the highway or any planned highway improvement and so as not to interfere with the free and safe flow of traffic thereon.
- c. It is mutually understood that the terms of this Agreement do not subordinate, affect or impair the rights of the **UTILITY** for reimbursement of the cost of such future relocation as may be required and necessitated by highway construction at some future date, as fully as if no subordination existed; however, such relocation will be in accordance with an additional agreement to be entered into at that time between the **UTILITY** and the **CITY**.

17. If the **UTILITY** is required to relocate any of its facilities which are located on its private right-of-way to a new location on the same private right-of-way, the following provisions shall apply:

- a. To the extent the **UTILITY** has the right to so agree, upon completion of the relocation provided for herein, the **CITY** will have the right to construct, operate and maintain a highway over and along the portion of the **UTILITY'S** private right-of-way located within the right-of-way limits of the above referenced project.

- b. The subordination of the **UTILITY'S** private right-of-way to the right of the **CITY** to construct, operate and maintain said highway will be effective and operative only to such air, surface and sub- surface rights as may reasonably be required and are necessary for the construction, operation and maintenance of said highway, and to enable the **CITY** to control access to the highway where such control is established; otherwise this subordination agreement will in no wise affect and impair the rights of the **UTILITY**, its successors and assigns, in or to its private right-of-way, including but not limited to the right to install additional facilities over, under and across the highway; provided, however, that any installation of additional facilities will be subject to the **CITY'S** responsibility and right to make prior determination that any such additional facilities are located so as not to impair the highway or any planned highway improvement and so as not to interfere with the free and safe flow of traffic thereon.
- c. It is mutually understood that the terms of this Agreement do not subordinate, affect or impair the rights of the **UTILITY** for reimbursement of the cost of such future relocation as may be required and necessitated by highway construction at some future date, as fully as if no subordination existed; however, such relocation will be in accordance with an additional agreement to be entered into at that time between the **UTILITY** and the **CITY**.

18. If the **UTILITY** is required to relocate any of its facilities which are located on its private right-of-way to a new location on public right-of-way or if any such facilities are to be retained in place within the public right-of-way due to this project, the following provisions will apply:

- a. The cost of relocation will include reimbursement for acquisition of right-of-way by the **UTILITY** to place necessary guy wires and anchors on private lands adjacent to the highway right-of-way and the rights to cut, trim and remove, initially and from time to time as necessary, trees on private lands adjacent to the highway right-of-way which might then or thereafter endanger the facilities of the **UTILITY**.
- b. Reimbursement for future relocation of the **UTILITY'S** facilities will be in accordance with State laws in effect at the time such relocation is made; provided, however, the **UTILITY** will be reimbursed for the cost of any future relocation of the facilities, including the cost of acquisition of equivalent private right-of- way if such future relocation is outside the highway right-of-way and such relocation is required by the **CITY**, and provided that the prior relocation from private right-of-way to public right-of- way was without compensation to the **UTILITY** for its compensable property interest in its private right-of-way.

19. The **UTILITY** will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the **UTILITY**, its agents, servants, employees or facilities.

20. The **UTILITY** will have a copy of this Agreement on the project site at all times while work is being performed under this Agreement.

21. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the **CITY** to the public right-of-way nor to increase, decrease or modify in any way the rights of the **UTILITY** provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

22. Paragraph 23 set forth below is applicable to this Agreement only if Federal appropriated funds are available or will be available in the project by which the relocation required by this Agreement is necessitated.

23. In the event any Federal Funds are utilized for this work, the following certification is made:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

24. In accordance with Title 23, U.S.C. Sec 313, Buy America, steel and iron materials and products used on this utility relocation shall comply with the Buy America requirements of 23 CFR 635.410. Minor items of foreign steel may be used if their cost is less than \$2,500 or one-tenth of one percent of the agreement amount, whichever is greater. Eligibility for reimbursement is subject to audit for compliance with the Buy America Requirement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials or persons thereunto duly authorized, and this agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the State Local Transportation Engineer.

The **CITY** requests that (100%**CITY** funds; Federal participation) be used for the utility work in this agreement.

WITNESS:

Shane Perkins

BY:

Alabama Power Company

(Legal Name of Utility)

Joshua Phillips

(Signature)

Joshua Phillips

(Type or Printed Name)

Transmission Line Services Supervisor

(Type or Printed Title)

600 North 18th Street, 12S-0872

(Address)

Birmingham, Al. 35291

(Address)

205-257-4830

(Telephone)

RECOMMENDED FOR APPROVAL:

BY:

CITY ENGINEER/ENGINEER-OF-RECORD

BY:

REGION ENGINEER

CITY OF

NORTHPORT

BY:

MAYOR

APPROVED:

BY:

STATE LOCAL TRANSPORTATION ENGINEER

DATE:



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

AGENDA ITEM NO. 9.b.3.

MEETING DATE: June 16, 2025

SUBJECT: Resolution Authorizing the Mayor to Execute a Reimbursable Agreement with Bellsouth Telecommunications Inc. for the Relocation of Utilities for the Main Avenue Revitalization Project

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Morgan Williams

Approved By: Brad Matthews

Summary:

The Engineering department is requesting that the City Council authorize the Mayor to execute a reimbursable agreement with Bellsouth Telecommunication Inc., dba AT&T, for the relocation of utilities for the Main Avenue Revitalization project. The fiscal impact is estimated to be \$224,000.00; the cost is included in the City's 20% match for construction costs associated with the project. A copy of the utility agreement with Bellsouth Telecommunication Inc. has been attached for reference.

Recommendation:

That the requested resolution be approved.

Funding Source/GL Code:

GL Code No. 80% - 01-10152; 20% - 01-32-600-81005 Amount: \$179,200 (80%); \$44,800 (20%)

Motion for Consideration:

I move that the City Council authorize the Mayor to execute a reimbursable agreement with Bellsouth Telecommunication Inc. for the relocation of utilities for the Main Avenue Revitalization project in the amount of \$224,000.00.

RESOLUTION NO. 25-

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A REIMBURSABLE AGREEMENT WITH BELL SOUTH TELECOMMUNICATIONS INC. FOR THE RELOCATION OF UTILITIES FOR THE MAIN AVENUE REVITALIZATION PROJECT

WHEREAS, the Engineering department is requesting that the City Council authorize the Mayor to execute a reimbursable agreement with Bellsouth Telecommunications Inc., for relocation of utilities for the Main Avenue Revitalization project; and,

WHEREAS, the fiscal impact is estimated to be \$224,000.00; and

WHEREAS, the estimated utility relocation cost is included in the City of Northport's 20% match for construction cost associated with the project.

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

1. To authorize the Mayor to execute a reimbursable agreement with Bellsouth Telecommunications Inc. for the relocation of utilities for the Main Avenue Revitalization project. Improvement projects, and that the estimated cost for utility relocation will be included in the City's 20% match for construction costs associated with the project.

RESOLVED AND DONE THIS 16th DAY OF JUNE 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

Christy Bobo, Its President

ATTEST:

Glenda D. Webb, City Administrator

Reading: June 16, 2025

Motion: _____

Second: _____

**REIMBURSABLE AGREEMENT
FOR RELOCATION OF UTILITY FACILITIES
ON PRIVATE OR PUBLIC RIGHT-OF-WAY**

☐	Private Right-of-Way	PROJECT NUMBER	<u>STPSU-CRPTL-6321-(252)</u>
☒	Public Right-of-Way	CITY NUMBER	
		CITY	<u>City of Northport</u>

THIS AGREEMENT is entered into by and between the **CITY** of Northport acting by and through its **CITY COUNCIL**, hereinafter referred to as the **CITY**, and AT&T, hereinafter referred to as the **UTILITY**.

WITNESSETH:

WHEREAS, the **CITY** proposes a project of certain highway improvements in Northport **CITY**, Alabama, said project being designated as Project No. STPSU-CRPTL-6321(252) and consisting approximately of the following: resurfacing, sidewalk installation, angled parking spaces, and lighting on Main Ave from 5th St. to McFarland Blvd (SR-6/US-82).; and

WHEREAS, the **UTILITY** is the owner of certain facilities located on private or public right-of-way, as applicable, at places where they will interfere with the construction of said project unless said facilities are relocated; and

WHEREAS, the **CITY** has determined that the relocation of the facilities hereinafter referred to is necessitated by the construction of said project and has requested or ordered, as applicable, the **UTILITY** to relocate same; and

WHEREAS, the Alabama Department of Transportation will use Federal funds allocated to the **CITY**, if available, that are provided to it by the Federal Highway Administration pursuant to 23 CFR 645 to reimburse the **CITY'S** expenses incurred in adjusting the utilities facilities;

NOW, THEREFORE, the parties hereto agree as follows:

1. The **UTILITY** will relocate its facilities presently located within the right-of-way limits of the above referenced project in accordance with the **UTILITY'S** plans and specifications as approved by the **CITY**, so as to occasion the least possible interference with the progress of the project. The **UTILITY'S** plans, specifications and estimate of relocation cost are transmitted herewith and made a part hereof by reference.

2. The **UTILITY** will conform to the provisions of the latest edition of the State of Alabama Department of Transportation Utility Manual, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such Utility Manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

3. The **UTILITY** will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

4. By signing this contract, the **CITY** and **UTILITY** 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.

5. Code of Federal Regulations 23 CFR 645 is hereby made a part hereof by reference and will be conformed to by the **UTILITY** as the provisions thereof are applicable hereto.

6. The **UTILITY** will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The **UTILITY** will procure and pay for all licenses and permits that are necessary for its performance of the work.

7. The **UTILITY** will perform the work of relocation:

- (a) ☐ by **UTILITY'S** own forces
- (b) ☐ by contract let by the **UTILITY**
- (c) ☐ by an existing written continuing contract where the work is regularly performed for the **UTILITY**
- (d) ☒ by combination of the preceding (as shown in detail on the estimate).

8. The detailed relocation cost estimate will be itemized and attached to this agreement. With respect to facilities located on the **UTILITY'S** private right-of-way, the **CITY** will reimburse the **UTILITY** for the actual cost of relocation, as may be adjusted below. With respect to facilities located on public right-of-way, the **CITY** will reimburse the **UTILITY** for all or part of the actual cost of relocation as required by the laws of Alabama, as may be adjusted below.

- a. The **STATE'S** share of the engineering charges shall be limited to the "in-kind" work only.
- b. The total actual cost of relocation, whether the facilities are on private or public right-of-way, shall be adjusted for betterment, if any, as defined and provided for in 23 CFR 645 above noted. Excluding betterment costs, the total estimated cost of relocation, is \$ 224,000.00. The total estimated cost including betterment is \$ 224,000.00.
- c. If an adjustment for betterment is applicable, the **CITY** will reimburse the **UTILITY** for 100.00 percent of the actual cost of relocation and the remaining 0.00 percent thereof shall be for the account of the **UTILITY** for betterment. If there are changes during construction and/or the actual construction cost percentage becomes substantially different from the construction estimate, the **CITY** reserves the right to recalculate the percentages at any time.

9. The **UTILITY** will keep accurate and true records of all expenditures made by it in the process of such relocation. Records will be kept in accordance with 23 CFR 645 above noted, or in accordance with Part 30 and 31, Federal Acquisition Regulations, or in accordance with accounting practices acceptable to the **STATE**.

10. The **UTILITY** will, during the progress of the work and for three years from the date final payment is made, make its records available during normal working hours for examination and audit by representatives of the **STATE** and of the Federal Highway Administration to verify amounts and items covered in the reimbursement for relocation of facilities covered herein. Said records will be available for examination at

11. The **UTILITY** will, within six (6) months following completion of the relocation, furnish the **CITY** such papers, records, supporting documents and invoices as may be required by the **STATE** showing the cost of said relocation. The **UTILITY** will furnish the **CITY** a copy of its "as built" plans for the **STATE'S** records.

12. Upon receipt of such documents and accounts as may be required by the preceding paragraph and upon completion and acceptance of such verification as the **CITY** may deem necessary, the **CITY** will reimburse the **UTILITY** for the actual cost of such relocation as verified by the **CITY**. In the event the actual verified cost, as accepted, exceeds the estimated cost, the **CITY** may require a Supplemental Agreement to be executed between the parties prior to reimbursement of any amount in excess of the estimated cost.

13. Paragraphs numbered 14 through 18 set forth below are applicable to this Agreement only if some or all of the **UTILITY** facilities to be relocated hereunder are located on private right-of-way of the **UTILITY**; otherwise, such paragraphs are considered inapplicable to this Agreement and null and void.

14. Where the **UTILITY** has a compensable property interest in its existing location (herein referred to as private right-of-way) by reason of holding the fee, an easement or other property interest, evidence of such compensable property interest will be submitted to the **CITY** by the **UTILITY** for review and approval.

15. If the **UTILITY** is required to move all of its facilities from a portion of its private right-of-way, upon completion of the relocation provided for herein, the **UTILITY** will convey to the **CITY** by Quitclaim Deed the portion of its private right-of-way located within the right-of-way limits of the above referenced project.

16. In the event the **UTILITY** is not required to relocate any of its facilities which are located on its private right-of-way, the following provisions shall apply:

- a. To the extent the **UTILITY** has the right to so agree the **CITY** will have the right to construct, operate and maintain a highway over and along the portion of the **UTILITY'S** private right-of-way located within the right-of-way limits of the above referenced project.
- b. The subordination of the **UTILITY'S** private right-of-way to the right of the **CITY** to construct, operate, and maintain said highway will be effective and operative only to such air, surface and sub- surface rights as may reasonably be required and are necessary for the construction, operation, and maintenance of said highway, and to enable the **CITY** to control access to the highway where such control is established; otherwise this subordination agreement will in no wise affect and impair the rights of the **UTILITY**, its successors and assigns, in or to its private right-of-way, including but not limited to the right to install additional facilities over, under and across the highway; provided, however, that any installation of additional facilities will be subject to the **STATE'S** responsibility and right to make prior determination that any such additional facilities are located so as not to impair the highway or any planned highway improvement and so as not to interfere with the free and safe flow of traffic thereon.
- c. It is mutually understood that the terms of this Agreement do not subordinate, affect or impair the rights of the **UTILITY** for reimbursement of the cost of such future relocation as may be required and necessitated by highway construction at some future date, as fully as if no subordination existed; however, such relocation will be in accordance with an additional agreement to be entered into at that time between the **UTILITY** and the **CITY**.

17. If the **UTILITY** is required to relocate any of its facilities which are located on its private right-of-way to a new location on the same private right-of-way, the following provisions shall apply:

- a. To the extent the **UTILITY** has the right to so agree, upon completion of the relocation provided for herein, the **CITY** will have the right to construct, operate and maintain a highway over and along the portion of the **UTILITY'S** private right-of-way located within the right-of-way limits of the above referenced project.

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18. If the **UTILITY** is required to relocate any of its facilities which are located on its private right-of-way to a new location on public right-of-way or if any such facilities are to be retained in place within the public right-of-way due to this project, the following provisions will apply:

- a. The cost of relocation will include reimbursement for acquisition of right-of-way by the **UTILITY** to place necessary guy wires and anchors on private lands adjacent to the highway right-of-way and the rights to cut, trim and remove, initially and from time to time as necessary, trees on private lands adjacent to the highway right-of-way which might then or thereafter endanger the facilities of the **UTILITY**.
- b. Reimbursement for future relocation of the **UTILITY'S** facilities will be in accordance with State laws in effect at the time such relocation is made; provided, however, the **UTILITY** will be reimbursed for the cost of any future relocation of the facilities, including the cost of acquisition of equivalent private right-of- way if such future relocation is outside the highway right-of-way and such relocation is required by the **CITY**, and provided that the prior relocation from private right-of-way to public right-of- way was without compensation to the **UTILITY** for its compensable property interest in its private right-of-way.

19. The **UTILITY** will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the **UTILITY**, its agents, servants, employees or facilities.

20. The **UTILITY** will have a copy of this Agreement on the project site at all times while work is being performed under this Agreement.

21. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the **CITY** to the public right-of-way nor to increase, decrease or modify in any way the rights of the **UTILITY** provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

22. Paragraph 23 set forth below is applicable to this Agreement only if Federal appropriated funds are available or will be available in the project by which the relocation required by this Agreement is necessitated.

23. In the event any Federal Funds are utilized for this work, the following certification is made:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

24. In accordance with Title 23, U.S.C. Sec 313, Buy America, steel and iron materials and products used on this utility relocation shall comply with the Buy America requirements of 23 CFR 635.410. Minor items of foreign steel may be used if their cost is less than \$2,500 or one-tenth of one percent of the agreement amount, whichever is greater. Eligibility for reimbursement is subject to audit for compliance with the Buy America Requirement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials or persons thereunto duly authorized, and this agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the State Local Transportation Engineer.

The **CITY** requests that (☒ 100%**CITY** funds; ☐ Federal participation) be used for the utility work in this agreement.

WITNESS:

Brett Averette

Digitally signed by Brett Averette
Date: 2025.05.21 17:18:44 -05'00'

BY:

BellSouth Telecommunications Inc. d/b/a AT&T

(Legal Name of Utility)

Shannikia Page

Digitally signed by Shannikia Page
Date: 2025.05.21 17:12:51 -05'00'

(Signature)

Shannikia R Page

(Type or Printed Name)

SR Specialist -OSP Plng & Eng Design

(Type or Printed Title)

3121 Buttermilk Rd

(Address)

Cottondale, AL 35453

(Address)

205-344-2474

(Telephone)

RECOMMENDED FOR APPROVAL:

BY:

CITY ENGINEER/ENGINEER-OF-RECORD

BY:

REGION ENGINEER

CITY OF Northport

BY:

MAYOR

APPROVED:

BY:

STATE LOCAL TRANSPORTATION ENGINEER

DATE:



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

AGENDA ITEM NO. 9.b.4.

MEETING DATE: June 16, 2025

SUBJECT: Resolution Authorizing the City Administrator to Execute a Contract with Duncan Coker Associates for Professional Design Services and Construction for The Summit Sinkhole Repair

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Morgan Williams

Approved By: Brad Matthews

Summary:

On June 2, 2025, the Council approved declaring an emergency for the Summit Sinkhole and authorized the City Administrator to execute contracts needed for repairs to be made. The Engineering department is requesting the City Council authorize the City Administrator to execute a contract with Duncan Coker Associates for professional design services and construction for the Summit Sinkhole repairs, in the amount of \$45,003.00. The scope of the project will be to repair the sinkhole at the entrance to The Summit residential community. The CCTV inspection revealed there are several storm drainage structures and pipe segments that are to be repaired.

Recommendation:

That the requested resolution be approved.

Funding Source/GL Code:

GL Code No. 01-45-000-54305 Amount: \$45,003.00

Motion for Consideration:

I move that the City Council authorize the City Administrator to execute a contract with Duncan Coker Associates for the professional design services and construction for the Summit Sinkhole Repair in the amount of \$45,003.00.

RESOLUTION NO. 25-

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A PROFESSIONAL SERVICE CONTRACT WITH DUNCAN COKER ASSOCIATES FOR THE SUMMIT SINKHOLE REPAIR PROJECT

WHEREAS, on June 2, 2025, the City Council declared the Summit Sinkhole as an emergency and authorized the City Administrator to execute public work contracts for immediate repairs to be made; and,

WHEREAS, the Engineering department is requesting the City Administrator to execute a professional service contract with Duncan Coker Associates for the professional services and construction for the Summit Sinkhole Repair project, in the amount of \$45,003.00; and,

WHEREAS, the scope of the work will be to make repairs to the sinkhole at the entrance to The Summit residential community found through CCTV inspection to repairs to the several defective storm drainage structure and pipe segments. The construction project will be to include the cured-in-place pipe lining, a chemical grout injection adjacent to a drainage structure exhibiting subsidence, and potential storm drainage structure replacement if necessary.

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 professional service contract with Duncan Coker Associates for the immediate repairs to be made on the Summit Sinkhole Repair project, in the amount of \$45,000.00.

RESOLVED AND DONE THIS 4th DAY OF JUNE 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

Christy Bobo, Its President

ATTEST:

Glenda D. Webb, City Administrator

Reading: June 4, 2025

Motion: _____

Second: _____

Mrs. Holly Phillips, PE
Deputy City Engineer
City of Northport, Alabama
Transmitted via email: hphillips@cityofnorthport.org

May 30, 2025

RE: **City of Northport**
The Summit Sinkhole Repair
Northport, Alabama

Duncan Coker Associates, P.C. (DCAPC) is pleased to provide a scope and fee proposal for the referenced project. The project involves the repair of a sinkhole at the entrance to The Summit residential community. Video Industrial Services, Inc. performed a closed-circuit video (CCTV) inspection, the results of which we have evaluated. Several defective storm drainage structures and pipe segments were identified during the CCTV inspection. The construction scope of this project will include cured-in-place pipe lining (CIPP), chemical grout injection adjacent to a drainage structure exhibiting subsidence, and potential storm drainage structure replacement (if necessary). Highlighted within Exhibit "A" are the pipe segments and associated structure for which rehabilitation measures are anticipated.

SCOPE OF SERVICES

Design Surveying

The survey will include topographic information with contours on a one-foot interval, generated on State Plane Coordinates with a minimum of three reference points, sanitary sewer, storm drainage infrastructure, above ground utilities, and subsurface utilities marked by "Alabama One Call". The survey will also contain property boundary data necessary for the easement acquisition task of the project.

Construction Document Production

- Project Notes
- Demolition Plan
- Erosion Control/Site Stabilization Plan
- Storm Drain Plan and Profiles
- Traffic Control Plan
- Project Manual (City of Northport Contract Documents with Technical Specifications)

Services During Construction

- Construction Layout/Staking (where required)
- Construction Observation

Miscellaneous

- Easement Plat & Property Description (Two Tracts Anticipated)

FEE SUMMARY

- \$97,500 Estimated Construction Cost
- 9.71% Basic Services Fee

A. Preliminary Design	\$4,234			
B. Final Design	\$4,233			
C. Bid Phase Services	\$500			
D. Basic Engineering SDC	<u>\$500</u>			
E. Total Basic Services	\$9,467			
F. Design Surveying	\$3,681			
Principal/PE/PLS	3 hours	\$205/hr.		\$615
CADD Technician	8 hours	\$102/hr.		\$816
Field Survey Crew	10 hours	\$225/hr.		<u>\$2,250</u>
Task F, Hourly (Not-to-Exceed) Fee				\$3,681
G. Easements/Right-of-Way	\$2,127			
Principal/PE/PLS	3 hours	\$205/hr.		\$615
CADD Technician	6 hours	\$102/hr.		\$612
Field Survey Crew	4 hours	\$225/hr.		<u>\$900</u>
Task G, Hourly (Not-to-Exceed) Fee				\$2,127
H. Advanced Services During Construction	\$18,228			
H.1. Construction Surveying				
Field Survey Crew	4 hours	\$225/hr.		\$900
CADD Technician	4 hours	\$102/hr.		<u>\$408</u>
Task H.1, Hourly (Not-to-Exceed) Fee				\$1,308
H.2. Construction Observation				
• 30-day construction contract/20 working days assumed; Construction Technician 6 hours/day, Project Manager/P.E. 1 hour/day				
Project Manager/P.E.	20 hours	\$160/hr.		\$3,200
Construction Technician	120 hours	\$96/hr.		<u>\$11,520</u>
Task H.2, Hourly (Not-to-Exceed) Fee				\$14,720
H.3. Contract Close-Out				
Principal/PE/PLS	8 hours	\$205/hr.		\$1,640
Clerical	8 hours	\$70/hr.		<u>\$560</u>
Task H.3, Hourly (Not-to-Exceed) Fee				\$2,200
H.4. Record Drawings	N/A			
I. Design Testing	N/A			
J. Construction Testing	N/A			
K. Reimbursable Expenses	\$3,000			
L. Permits, Licenses and Studies	\$7,000			
• CCTV inspection of entire storm outfall (pond to existing stream and directly adjacent sanitary sewer)				
M. Prequalification of Bidders	N/A			

N. Traffic Control Plan	\$1,500
O. Sales and Use Tax Savings Administration	N/A
Total:	\$45,003

Duncan Coker Associates, P.C. Project Team

Jimmy Duncan, P.E./P.L.S. – Principal Engineer

Robert Martin, P.E. – Project Engineer/Manager

We greatly appreciate the opportunity to be a part of your project. Please let us know if you have questions or if any additional information is required.

Sincerely,
Duncan Coker Associates, P.C.



Jimmy Duncan, PE/PLS/LEED AP

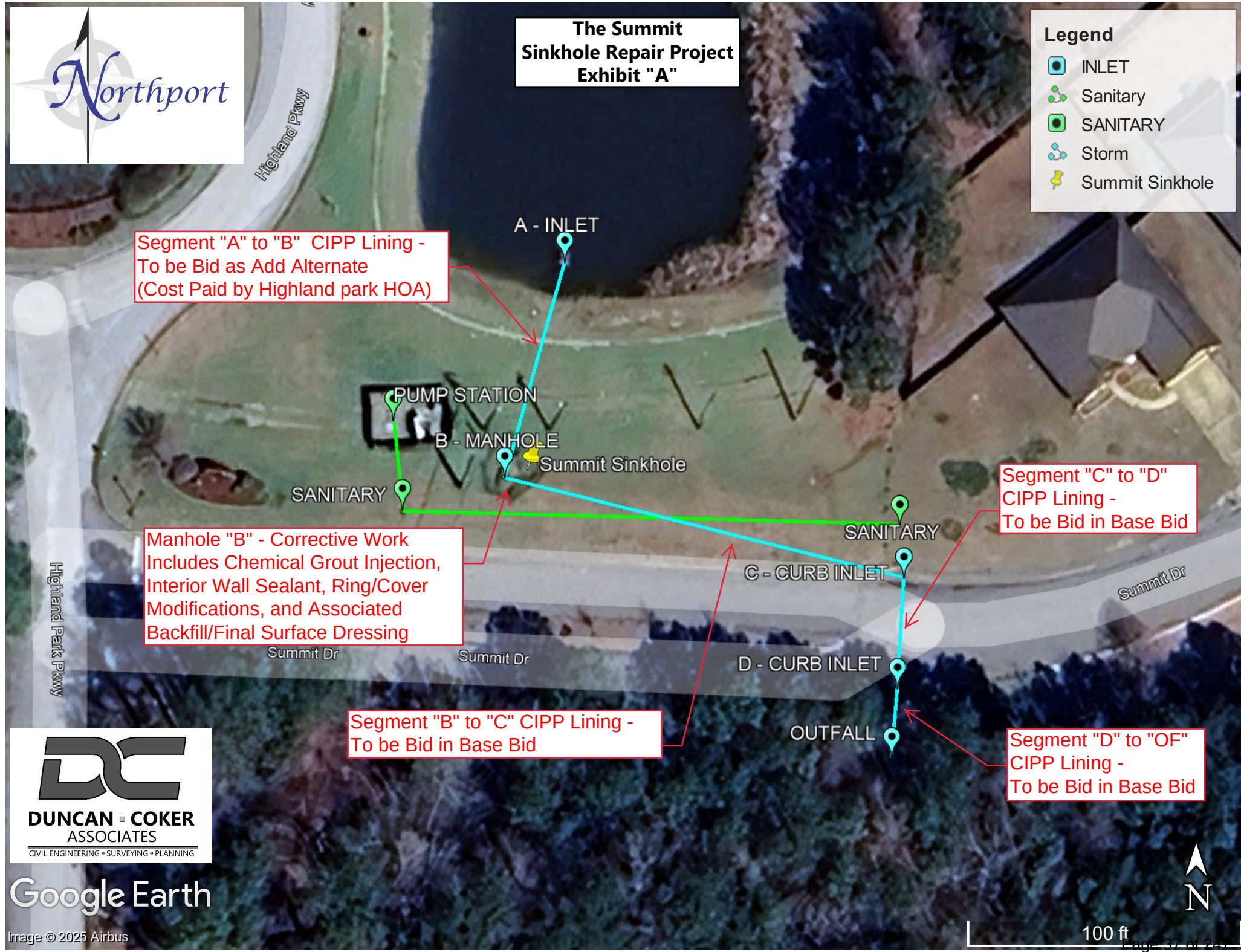
Attachments: Exhibit "A", Site Map
Exhibit "B", Hourly Rate Schedule
Exhibit "C", General Terms and Conditions



**The Summit
Sinkhole Repair Project
Exhibit "A"**

Legend

- INLET
- Sanitary
- SANITARY
- Storm
- Summit Sinkhole



Google Earth

GENERAL TERMS AND CONDITIONS

1. COMPENSATION TERMS: As compensation for Duncan Coker Associates, P.C. (hereafter DCAPC) providing or furnishing services and additional services, Client shall pay DCAPC as set forth in the scope of work proposal and/or contract. DCAPC shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Client on a monthly basis. Invoices are due and payable within 30 days of receipt. If Client fails to make any payment due DCAPC for services, additional services, and expenses within 30 days after receipt of DCAPC's invoice, then (1) the amounts due DCAPC will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition DCAPC may, after giving seven days written notice to Client, suspend services under this Agreement until DCAPC has been paid in full all amounts due for services, additional services, expenses, and other related charges. Client waives any and all claims against DCAPC for any such suspension. If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise DCAPC in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion. Any attorney's fees, collection fees or costs related to or incurred in the collection of any past due amounts shall be paid by Client. Client's obligation to pay for services is in no way dependent upon Client's ability to obtain financing, obtain approval from any governmental or regulatory agency, real estate closing, receipt of payment from other parties or upon successful completion of the project.

2. STANDARD OF CARE: The standard of care for all professional engineering, surveying, and related services performed or furnished by DCAPC under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. DCAPC makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by DCAPC. Subject to the foregoing standard of care, DCAPC and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

3. ADDITIONAL SERVICES: For additional services, Client shall pay DCAPC an amount equal to the cumulative hours charged in providing the additional services by each class of DCAPC's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the additional services and DCAPC's consultants' charges, if any. DCAPC's standard hourly rates are attached. The scope of services may be changed only by mutual consent of Client and DCAPC. If Client requests additional services beyond the scope set forth above, DCAPC may perform the additional services at the unit rates in the Agreement or may attempt to negotiate a revised fee to the satisfaction of both Client and DCAPC at that time. DCAPC reserves the right to adjust any hourly rate for inflation costs on a one-year interval from the date of this Agreement.

4. INSURANCE: As required by law or statutory requirements, DCAPC shall secure and maintain insurance which will protect DCAPC from claims under the Worker's Compensation Acts and from claims for bodily injury, death, or property damage that may arise from the performance of DCAPC'S services under and pursuant to this Agreement. Insurance certificates will be provided to Client upon request.

5. LIMITATION OF PROFESSIONAL LIABILITY: To the fullest extent permitted by law, the Client and DCAPC (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that DCAPC's total liability to Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way relating to the project, the site, or this Agreement, from any cause or causes including but not limited to the DCAPC'S negligence, errors, omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the amount of insurance carried by DCAPC. If Client prefers to have higher limits on DCAPC'S professional liability, DCAPC, at its sole discretion, may increase the limits upon Client's written request, provided that Client agrees to pay the cost for such additional insurance coverage.

6. RIGHT-OF-ENTRY: Client and/or his agent/representative shall provide access to and make all provisions for right-of-entry to DCAPC and all necessary equipment and vehicles in order for DCAPC to perform its services. It is understood by Client that in the normal course of providing such services some damage to property may occur, the correction of which shall not be the responsibility of DCAPC and is not part of this Agreement.

7. TERMINATION:

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay DCAPC for its services is a substantial failure to perform and a basis for termination.
 - b. By DCAPC: (1) upon seven days written notice if Client demands that DCAPC furnish or perform services contrary to DCAPC's responsibilities as a licensed professional; or (2) upon seven days written notice if the DCAPC's Services are delayed for more than 90 days for reasons beyond DCAPC's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth herein.
 - c. DCAPC shall have no liability to Client on account of a termination for cause by DCAPC.
 - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 - 2. For convenience, by Client effective upon DCAPC's receipt of written notice from Client.
- B. In the event of any termination under this section concerning termination, DCAPC will be entitled to invoice Client and to receive full payment for all Services and Additional services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the services and additional services, and DCAPC's consultants' charges, if any.

8. DELAYS: Neither DCAPC or the Client shall be liable to the other party for delays in performing the services, nor for direct or indirect costs resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, permitting agencies, easement acquisitions, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control of either party.

9. INSTRUMENTS OF SERVICE: All documents prepared or furnished by DCAPC are instruments of service, and DCAPC retains a clientship and property interest (including the copyright and the right of reuse) in such documents, whether or not the project is completed. Client shall have a limited license to use the documents on the project, extensions of the Project, and for related uses of the Client, subject to receipt by DCAPC of full payment due and owing for all services and additional services relating to preparation of the documents and subject to the following limitations:

- A. Client acknowledges that such documents are not intended or represented to be suitable for use on the project unless completed by DCAPC, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by DCAPC;
- B. Any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by DCAPC, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to DCAPC or to its officers, directors, members, partners, agents, employees, and consultants;
- C. Client shall indemnify and hold harmless DCAPC and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by DCAPC; and
- D. Such limited license to Client shall not create any rights in third parties.

10. CHOICE OF LAW; VENUE; WAIVER OF RIGHT TO JURY TRIAL: The terms of this agreement shall be governed according to the laws of the State of Alabama. All claims or causes of action arising from, or related in any way to this agreement or the services performed by DCAPC hereunder shall be brought before a court of competent jurisdiction sitting in Tuscaloosa County, Alabama. All claims or causes of action arising from or related in any way to this agreement or the services performed by DCAPC hereunder shall be tried before a court without a jury.

11. SEVERABILITY AND SURVIVAL: Any element of this Agreement later held to violate a law shall be deemed void, and all remaining provisions shall continue in force. However, Client and DCAPC will in good faith attempt to replace any invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision. All terms and conditions of this Agreement allocating liability between Client and DCAPC shall survive the completion of the services hereunder and the termination of this Agreement.

12. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: Client and DCAPC are hereby bound and the successors, executors, administrators, and legal representatives of Client and DCAPC (and to the extent permitted by this section the assigns of Client and DCAPC) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Client nor DCAPC may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or DCAPC to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and DCAPC and not for the benefit of any other party.

13. CONTRACTOR'S WORK & CONSTRUCTION COST ESTIMATING: DCAPC shall not at any time supervise, direct, control, or have authority over any Contractor's work, nor shall DCAPC have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Contractor to comply with laws and regulations applicable to such Contractor's furnishing and performing of its work. DCAPC shall not be responsible for the acts or omissions of any Contractor. DCAPC neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work. It is agreed that DCAPC does not have the duty or right to stop the work of the contractor. DCAPC's opinions (if any) of probable construction cost are to be made on the basis of DCAPC's experience, qualifications, and general familiarity with the construction industry. However, because DCAPC has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, DCAPC cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by DCAPC. If Client requires greater assurance as to probable construction cost, then Client agrees to obtain an independent cost estimate. DCAPC shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by DCAPC or its consultants.

14. DIGITAL DATA TRANSFERS: Client and DCAPC may transmit, and shall accept, project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure project website or some other means of secure internet-based file transfer platform, in accordance with a mutually agreeable protocol.

15. CONSTITUENTS OF CONCERN & SUBSURFACE RISKS: The parties acknowledge that DCAPC's Services do not include any services related to unknown or undisclosed Constituents of Concern. If DCAPC or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then DCAPC may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing services. Client recognizes that special risks occur whenever engineering, surveying, or related disciplines are applied to identify subsurface conditions. Site exploration may fail to detect unknown or undocumented conditions such as sink holes, underground mines, caverns, hazardous materials, utilities, and other such conditions. Client understands that it is not possible to

eliminate these risks and, therefore, waives any claims against DCAPC for injury, loss, damage, or property liability that may arise from such subsurface conditions.

16. DISPUTE RESOLUTION: Client and DCAPC agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

17. MISCELLANEOUS EXCLUSIONS: DCAPC's services and additional services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Client, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

18. TOTAL AGREEMENT: This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Client and DCAPC and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.



2025 HOURLY RATE SCHEDULE

Principal.....	\$205
Senior Project Manager/Professional Engineer.....	\$185
Project Manager/Professional Engineer.....	\$160
Staff Engineer.....	\$120
Professional Land Surveyor.....	\$160
Land Surveyor Technician.....	\$95
Land Surveyor Technician with GPS or Robotic Total Station Equipment.....	\$165
Field Survey Crew.....	\$225
CADD Technician.....	\$102
Clerical.....	\$70
Construction Technician.....	\$96
Construction Technician (Overtime).....	\$118

Reimbursables:

- Mileage:
 - Field Survey Crew (outside West Alabama area).....\$0.90 per mile
 - All Other Vehicles (outside West Alabama area).....\$0.60 per mile
- Overnight Mail.....current rates
- USPS and Common Carriers.....current rates
- Subconsultants.....15% invoice multiplier
- Mylar Printing.....\$3.50 per square foot
- Bond Printing (sheets greater than 8 ½" x 11").....\$0.60 per square foot
- Bond Printing (8 ½" x 11").....\$0.20 per sheet
- Bond Color Printing.....\$1.75 per square foot



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

AGENDA ITEM NO. 9.b.5.

MEETING DATE: June 16, 2025

SUBJECT: Resolution Ratifying Authorizing the City Administrator Execute an Agreement with Outdoor Aluminum, Inc. for River Run Park - Package No. 9 Aluminum Bleachers

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Morgan Williams

Approved By: Brad Matthews

Summary:

The City of Northport solicited proposals for River Run Park - Package No. 9 Aluminum Bleachers on June 4, 2025. The responsive and responsible bidder was Outdoor Aluminum, Inc. in the amount of \$103,500.00 for the furnishing and installation of the bleachers. The Engineering department is requesting the City Council ratify the City Administrator's award and execution of an agreement with Outdoor Aluminum, Inc. for the furnishing and installation of Package No.9 Alumimun Bleachers for River Run Park.

Recommendation:

That the requested resolution be approved.

Funding Source/GL Code:

GL Code No. 01-45-000-54004 Amount: \$103,500.00

Motion for Consideration:

I move that the City Council ratify the City Administrator's award and execution of an agreement with Outdoor Aluminum, Inc., for River Run Park Package No. 9 Aluminum Bleachers, in the amount of \$103,500.00.

RESOLUTION NO. 25-

**RESOLUTION RATIFYING AUTHORIZING THE CITY ADMINISTRATOR TO
EXECUTE AN AGREEMENT WITH OUTDOOR ALUMINUM, INC. FOR
BLEACHERS RIVER RUN PARK – PACKAGE NO. 9**

WHEREAS, the City of Northport solicited proposals for River Run Park – Package No. 9 for bleachers on June 4, 2025; and,

WHEREAS, the Engineering department is requesting the City Council to ratify the City Administrator’s approval and execution of an agreement with Outdoor Aluminum, Inc., who was lowest, responsive and responsible, in the amount of \$103,500.00; and

WHEREAS, the scope of the work will be for the furnishing and installation.

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

1. To ratify and authorize the City Administrator’s approval and execution of an agreement with Outdoor Aluminum, Inc. for Bleachers for River Run Park – Package No. 9, in the amount of \$103,500.00.

RESOLVED AND DONE THIS 16th DAY OF JUNE 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

Christy Bobo, Its President

ATTEST:

Glenda D. Webb, City Administrator

Reading: June 16, 2025

Motion: _____

Second: _____

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

**AGREEMENT TO FURNISH PROFESSIONAL SERVICES
TO THE CITY OF NORTHPORT, ALABAMA, FOR
RIVER RUN PARK – PACKAGE NO. 9 Aluminum
CUSTOM MURAL ARTWORK**

WHEREAS, The City of Northport solicited proposals for the River Run Park – Package No. 9 – Aluminum Bleachers for the furnishing and installation of aluminum bleachers for the River Run Park, in the amount of \$103,500.00.

WHEREAS, The City Council authorized the City Administrator to execute a professional service agreement with Outdoor Aluminum for River Run Park – Package No. 9 Aluminum Bleachers.

WHEREAS, the City of Northport and the CONSULTANT firm designated herein, desire to enter into an agreement to furnish professional study and consult services to the City for the Project described herein.

W-I-T-N-E-S-S-E-T-H:

THIS AGREEMENT is made and entered into on this the 16th day of June, 2025, by and between the City of Northport, Alabama, a Municipal Corporation, Post Office Box 569, Northport, Alabama, 35476, hereinafter sometimes referred to as the "CITY" or the "OWNER" and the firm of Outdoor Aluminum, located at 1989 AL-52, Geneva, AL 36340, hereinafter referred to as the "CONSULTANT," whereby the CONSULTANT will provide professional services in the form of artistic design services described herein to the OWNER through individuals possessing a high degree of professional skill where the personality of the individual(s) will play a decisive role and which is thereby exempt from the Alabama Competitive Bid Law, Ala. Code §41-16-51(a)(3)(1975) for the consideration hereinafter set forth, as follows:

ARTICLE 1. SCOPE OF SERVICES (THE PROJECT)

The scope of services consisting of artistic design services to be provided by the CONSULTANT to the OWNER are as follows:

Without limiting the generality of the foregoing, specifically the scope of services to be performed by CONSULTANT are as more particularly set forth in the attached document entitled Proposal – Aluminum Bleachers, which is attached hereto and adopted herein by reference as Exhibit "A". In the event of a conflict between the provisions hereof and that of Exhibit "A", the provisions hereof shall prevail. Any changes in the scope of services as set forth herein or in Exhibit "A" shall only be by amendment, in writing, duly authorized and executed by the parties.

ARTICLE 2. BASIS OF COMPENSATION

The CONSULTANT shall receive, after approval by OWNER, the sum of \$103,500.00. This amount represents the total compensation to the CONSULTANT for services on all phases of the project.

The CONSULTANT shall obtain a business license from the City as otherwise required by law of all business activity within the city or its police jurisdiction. The cost of such license shall be part of the CONSULTANTS general overhead.

ARTICLE 3. PAYMENT FOR SERVICES

Payment of compensation to the CONSULTANT, as prescribed in ARTICLE 2, shall be made as follows:

A. PAYMENT FOR SERVICES

For all services described and referenced in Article 1 payment is due within thirty (30) days of receipt of billing, for services rendered during the month. The OWNER shall be invoiced monthly by CONSULTANT. The invoice format will be to the satisfaction of the OWNER.

B. INVOICES

CONSULTANT will endeavor to schedule and coordinate expenses, especially those associated with travel, in such a manner as to combine services for each trip to OWNER's site, meeting, etc.

Each invoice of CONSULTANT shall specify the contract number in regard to which the services have been performed.

CONSULTANT will invoice expenses separately from services and by reference to contract number.

OWNER will remit payment to CONSULTANT within thirty (30) days from receipt of invoice.

Provided; however, the OWNER may delay payment for a reasonable time on all or any portion of an invoice, without the accrual of any interest or charges, on the basis of improper, contested or inadequate explanation of invoices by CONSULTANT.

In the event of such disputed or contested invoice, the OWNER shall only withhold that portion so contested, and the undisputed portion shall be paid in accordance with the provisions herein. The OWNER will exercise reasonableness in contesting any invoice or portion thereof.

C. INTEREST

If payment of the amounts due, or any portion thereof, is not made within sixty (60) days of receipt of billing, interest on the unpaid balance thereof will accrue at the rate of one and one-half percent (1-1/2 percent) per month and become due and payable at the time said overdue payments are made, subject to the OWNER's right to contest an invoice.

ARTICLE 4. OBLIGATIONS OF THE CONSULTANT

A. CONSULTANT shall perform services for the OWNER as stated in and referenced by Article 1 hereof.

B. LEVEL OF COMPETENCE

The CONSULTANT shall be responsible, to the level of competence presently maintained by other practicing professionals engaged in the same type of professional services in the southeastern United States, for work product furnished under this Agreement.

C. INTELLECTUAL PROPERTY AND OWNERSHIP OF DOCUMENTS

City Logo and Name: The CONSULTANT shall not use the City of Northport's name or insignia or logo in any magazine, trade paper, newspaper, advertisement or other medium without first obtaining the written consent of the OWNER.

The OWNER is granted a perpetual license by CONSULTANT to utilize any of such CONSULTANT's intellectual property or copyrighted material in its possession for and on behalf of its internal operations, as well as maintenance, construction and repair of the project which was the subject of the agreement or in reference to any program developed or implemented utilizing the services of the CONSULTANT pursuant to this agreement without further approval or compensation to the CONSULTANT. Such license also extends to the right of the OWNER to utilize such intellectual property or copyrighted material during the course of any judicial, mediation, arbitration, or administrative proceeding, regardless of whether the matter concerns CONSULTANT or the services or project to which this agreement pertains. The OWNER's license also extends to making submissions or distributions of such

intellectual property or copyrighted material of CONSULTANT to meet official regulatory or statutory requirements or for other purposes in connection with the project or program and future improvements, repairs or expansions of and connections to the project. Any of such submissions or distributions or usage of CONSULTANT's intellectual or copyrighted material shall not be an infringement and shall not be construed as publication or use in derogation of the CONSULTANT'S rights.

D. RECORDS AND INSPECTIONS

CONSULTANT shall maintain complete and accurate records with respect to all matters performed pursuant to this agreement. The City shall have free access at all proper and reasonable times to such records and the right to examine and audit the same and to make transcripts therefrom and to inspect all program data, documents, proceedings and activities of CONSULTANT in regard to the project. Such inspection shall not be in violation of confidentiality guarantees as elsewhere provided herein.

E. EFFECT OF STATE AND FEDERAL LAWS AND REGULATIONS.

The Scope of Services as defined herein and as provided by CONSULTANT are based upon those federal and state laws, regulations or requirements in effect on the date of execution of this agreement. State or federal laws, regulations or requirements enacted or promulgated after the date of said execution shall automatically be incorporated by CONSULTANT into the Scope of Services to the extent applicable. If such incorporation substantially increases the level of effort required of the CONSULTANT, the basis of the compensation as defined herein shall be subject to renegotiation between the parties. It shall be the responsibility of the CONSULTANT to promptly notify OWNER of any such changes in state or federal laws or regulations or requirements which would affect his/her scope of services or level of effort.

F. CONFIDENTIALITY

All documents, information, memoranda and all other such written or verbal information provided by the City to CONSULTANT shall be held strictly confidential by CONSULTANT and any of its subcontractors and shall not, without the prior written consent of the OWNER, be used for any purpose other than the performance of this agreement, nor be disclosed to any other entity not connected with the performance of this agreement. Any entities requesting such information shall be directed by CONSULTANT to contact OWNER's representative.

G. CONFLICTS OF INTEREST

The CONSULTANT represents and warrants to the OWNER that neither it nor any of its subconsultants are aware of any conflict of interest which exists or could arise by means of its provision of services to the OWNER pursuant to the terms and

conditions of this agreement. This is an exclusive personal service agreement and CONSULTANT will not represent the interest of any other person, firm or entity that conflicts with the interest of the OWNER in regard to the subject matter of this agreement or the performance of services pursuant to the terms and conditions hereof.

It is understood by and between the parties hereto that neither the CONSULTANT nor any of its officers, agents or employees nor any sub consultant to the CONSULTANT nor any subsidiary, parent entity, principal officers nor any entity having a beneficial interest in any of the same, may submit a bid or proposal in response to any request for proposals or advertisement for bids resulting from the services provided in whole or in part pursuant to this agreement.”

ARTICLE 5. OBLIGATIONS OF THE OWNER

A. ACCESS TO FACILITIES AND PROPERTY

The OWNER shall make its system facilities and properties available and accessible for inspection by CONSULTANT.

B. TIMELY REVIEW

The OWNER through its designated representative shall examine all reports, proposals, and other documents submitted by CONSULTANT, obtain advice of an attorney, insurance counselor, accountant or auditor as it deems appropriate for such examination in a timely manner so as not to delay the services of CONSULTANT.

C. TIMELY NOTICE

The OWNER through its designated representative shall give timely written notice to CONSULTANT whenever he or she observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S services, or any defect in the work of the CONSULTANT.

ARTICLE 6. GENERAL LEGAL PROVISIONS

A. AUTHORIZATION TO PROCEED

Authorization for the CONSULTANT to proceed for the work described in Article 1 shall be considered as given upon execution of the Agreement by the OWNER.

B. PROJECT REPRESENTATIVES

The OWNER and the CONSULTANT respectively will designate a person(s) to act as authorized representatives of the OWNER and the CONSULTANT in matters and decisions pertinent to the timely prosecution of this project, and each authorized representative shall have the power to obligate their party within the parameters of

this agreement including, but not limited to, transmitting instructions, receiving information, making project-related decisions not requiring official OWNER approval and other matters. Neither representative shall have the authority to vary the terms and conditions of this Agreement.

C. INSURANCE

Unless waived in writing by the OWNER's representative, the CONSULTANT shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as may be necessary to protect its interests and the interests of the OWNER, its officers, agents and employees against hazards or risks of loss as hereinafter specified. The underwriter of such insurance shall be qualified to do business in Alabama. The certificates of insurance shall contain a provision that not less than 30 days' written notice shall be given to the OWNER before any policy or coverage is canceled.

D. TERMINATION

- (1) This Agreement may be terminated by the OWNER for its convenience by giving thirty (30) days' written notice to the CONSULTANT.
- (2) This Agreement may be terminated by the CONSULTANT upon thirty (30) days' written notice to the OWNER but only if the OWNER should substantially fail to perform in accordance with this Agreement through no fault of the CONSULTANT or if the performance of the Scope of Services by the CONSULTANT is stopped by conditions beyond the control of the CONSULTANT. Failure to perform includes failure of OWNER to promptly pay the CONSULTANT in accordance with ARTICLE 3.
- (3) In the event of termination, the CONSULTANT shall be paid in full for all work previously authorized and performed up to the termination date, if the CONSULTANT delivers to the OWNER all instruments of service completed or partially completed by the date of termination.
- (4) If no termination is implemented, relationships and obligations created by this Agreement shall terminate upon completion of all applicable requirements of this Agreement.

E. ASSIGNMENT

- (1) This Agreement is to be binding on the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other. No assignment of this Agreement shall be effective until the Assignee assumes in writing the obligations of the assigning parties, and delivers such written assumption to the other original party to this Agreement.

- (2) Use of subconsultants by the CONSULTANT or subsidiary or affiliate firms of the CONSULTANT for technical or professional services shall not be considered an assignment or a portion of this Agreement.

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and CONSULTANT.

F. COURT OF JURISDICTION

If the OWNER and CONSULTANT cannot resolve any outstanding claims, counter-claims, disputes, and other matters in question arising out of or relating to this Agreement, then resolution of said disputes shall be decided by a court of competent jurisdiction.

G. INDEMNIFICATION

Each party shall generally be responsible for its own acts and will be responsible for all damages, costs, fees and expenses, including attorney's fees and costs, which arise out of the performance of this agreement and which are due to that party's own negligence, carelessness, unskillfulness and other unlawful conduct and/or the negligence, carelessness or unskillfulness or other unlawful conduct of its respective officers, agents and/or employees acting in their official capacities. Provided; however, CONSULTANT shall defend, indemnify and hold the OWNER, its officers, agents and employees, free and harmless from and against any claims, demands, actions, damages, expenses, fees, liabilities and/or attorneys fees arising out of, by virtue of or associated with any claims, demands or actions brought by subconsultants or third parties which are related in any way or associated with the negligence, tortious acts or unlawful conduct of CONSULTANT or its respective agents, officers and employees in the performance of this Agreement.

H. REPRESENTATIVE CAPACITY

While CONSULTANT'S role will be that of CONSULTANT to the OWNER, CONSULTANT shall be and remain an independent contractor and not act in the role of an agent or legal representative on behalf of the OWNER. CONSULTANT shall not have the authority to bind or obligate the OWNER, its officers, agents or employees.

ARTICLE 7. PERSONNEL

- A.** The CONSULTANT agrees to assign experience and competent professional personnel to provide the services to the OWNER pursuant to this agreement. The CONSULTANT represents to OWNER that the following persons are so qualified and are assigned to this project or, with the consent of OWNER's representative, individuals with similar experience and qualifications:

Project Chief CONSULTANT: Michael Show

Project Manager: _____

Subconsultant: _____

- B.** The OWNER'S designated representative shall be Brad Matthews of the City of Northport.
- C.** All notices, bills, invoices and reports required by this agreement shall be sufficient if sent by the parties hereto in the United States Mail, postage prepaid thereon to the addresses noted below:

Client: City of Northport
Attn: Brad Matthews
P.O. Box 569
Northport, AL 35476

CONSULTANT: Outdoor Aluminum
1989 AL-52
Geneva, AL 36340

- D.** CONSULTANT represents and warrants to the CITY that its Project Chief CONSULTANT for the principle performance of services by CONSULTANT pursuant to the terms and conditions of this agreement shall be and remain _____
Michael Show and there shall be no change in the Project Chief CONSULTANT without the prior written consent of the CITY's representative.

**ARTICLE 8. ATTACHMENTS, MISCELLANEOUS CLAUSES,
SCHEDULES, AND SIGNATURES**

It is further mutually agreed:

A. ATTACHMENTS

That, the following are attached hereto and adopted herein by reference:

Exhibit A. Proposal/Scope of Services

In the event of a direct conflict between any attachment and the terms of this agreement, the latter shall prevail over the former.

B. MISCELLANEOUS CLAUSES

Capacity: Each Party to this Agreement represents and warrants to the other as follows:

- (1) That it is an individual of the age of majority or otherwise a legal entity duly

organized and in good standing pursuant to all applicable laws, rules and regulations.

- (2) That each has full power and capacity to enter into this Agreement, to perform and to conclude the same including the capacity, to the extent applicable, to grant, convey and/or transfer; areas, assets, facilities, properties, (both real and personal), permits, consents and authorizations and/or the full power and right to acquire and accept the same.
- (3) That to the extent required, each Party has obtained the necessary approval of its governing body or board and a resolution or other binding act has been duly and properly enacted by such governing body or board authorizing this Agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the Party.
- (4) That each Party has duly authorized and empowered a representative to execute this Agreement on their respective behalf and the execution of this Agreement by such representative fully and completely binds the Party to the terms and conditions hereof.
- (5) That absent fraud, the execution of this Agreement by a representative of the party shall constitute a certification that all such authorizations for execution exist and have been performed and the other Party shall be entitled to rely upon the same. To the extent a Party is a partnership, limited liability company or joint venture, the execution of this Agreement by any member thereof shall bind the Party and to the extent that the execution of this Agreement is limited to a manager, managing partner or specific member then the person so executing this Agreement is duly authorized to act in such capacity for the Party.
- (6) That each party represents and warrants to the other that there is no litigation, claim or administrative action threatened or pending or other proceedings to its knowledge against it which would have an adverse impact upon this transaction or upon either's ability to conclude the transaction or perform pursuant to the terms and conditions of this Agreement.
- (7) That each party has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this Agreement.
- (8) Under the provisions of the Constitution and laws of the State of Alabama, each party has the power to consummate the transactions contemplated by this agreement.
- (9) Each party represents and warrants that the execution and delivery of this agreement and the consummation of the transactions contemplated herein will not conflict with, be in violation of, or constitute (upon notice or lapse of

time, or both) a default under the laws of the State of Alabama, any resolution, agreement, or other contract agreement, or instrument to which a party is subject, or any resolution, order, rule, regulation, writ, injunction, decree or judgment of any governmental authority or court having jurisdiction over the party.

- (10) This agreement constitutes the legal, valid and binding obligation of each party and is enforceable against each party in accordance with its terms, except in so far as the enforceability thereof may be limited by:
 - (a) Bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights; and
 - (b) General principles of equity, regardless of whether such enforceability is considered as a proceeding at equity or at law.
- (11) Neither party will enter into any agreement to do anything prohibited in this agreement or enter into any agreement or take any action which would in any way impair the ability of the other party to faithfully and fully perform its obligations hereunder.
- (12) Under the provisions of the Constitution and laws of the State of Alabama, each party has the power to consummate the transactions contemplated by this agreement.

Ownership of Contract Documents: This Contract Document, and copies of parts thereof, are furnished and owned either by the City or design professional. All portions of the Contract Document, and copies of parts thereof, are the instruments of serve for this project. They are not to be used on other work and are to be returned to the City on request at the completion of the work. Any reuse of these materials without specific written verification or adaptation by the City will be at the risk of the user and without liability or legal expense to the City. Such user shall hold the City harmless from any and all damages, including reasonable attorneys' fees, from any and all claims arising from any such reuse. Any such verification and adoption shall entitle the City to further compensation at rates to be agreed upon by the user and the City.

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

Prohibition on Assignment and Delegation: No party to this Agreement may assign or delegate its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable hereunder irrespective of such assignment or delegation.

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

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

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

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

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

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

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

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

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

Non Discrimination: The CONSULTANT agrees that in performing the work and services as required herein under this agreement, not to discriminate against any person on the basis of race color, religion, sex, age or disability. (The CONSULTANT shall fully comply with the Americans with Disabilities Act, the Fair Labor Standards Act and all other applicable laws and regulations).

Fines and Penalties: The CONSULTANT shall be solely liable for any and all fines or penalties which may be levied by any governmental authority against the OWNER and/or CONSULTANT which are related to the CONSULTANT's operations. The

OWNER shall deduct the amount of the levied fine or penalty from the Contract amount.

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

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

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

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

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

C. COMPLIANCE WITH IMMIGRATION LAW:

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, to the extent allowed by Federal law.

D. COMPLIANCE WITH AFFORDABLE HEALTH CARE ACT:

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal compliance laws pertaining to the Affordable Health Care Act. 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, to the extent allowed by Federal law.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in triplicate on this the _____ day of _____, 20____.

CITY OF NORTHPORT, A Municipal Corporation

BY: _____
Glenda Webb, City Administrator

ATTEST:

CONSULTANT:

ATTEST:

BY: _____

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Glenda Webb, whose name as City Administrator of the City of Northport, 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 within instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the _____ day of _____, 20____.

Notary Public.

My Commission Expires: _____

STATE OF ALABAMA)
COUNTY OF GENEVA)

I, _____, a Notary Public in and for said State at Large, hereby certify that _____, who is named as _____, is signed to the foregoing document, and,

- ☐ Who is known to me, or
☐ Whose identity I proved on the basis of _____, or
☐ Whose identity I proved on the oath/affirmation of _____, a creditable witness to the signer of the above document

and that being informed of the contents of the document, he/she, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the _____ day of _____, 20____.

Notary Public.

My Commission Expires:_____

**PROPOSAL
RIVER RUN PARK
NORTHPORT, AL****To: Estimating Department****From: Lee Watson - lwatson@outdooraluminum.com****Please contact sender if there are any questions.****Date: 5/29/2025****Office: (334)-684-2296****River Run Park Package No. 9 – Aluminum Bleachers
Section 12 6310 – Aluminum Bleachers (Addendum 4)****Ball Fields # 3-9 Details – (14 Standard Aluminum Bleacher Units Per Drawing C2.1)**

- (14) DLW all aluminum bleachers 5 rows x 15'-0" long
- Non-elevated; 8" rise / 24" tread; first seat 17" above grade
- Nominal 2x10 clear anodized seats; semi-closed decking system
- One 36" wide vertical aisle, contrasting nose markers, & handrails
- Two rails side & rear with black vinyl chain-link fence
- **Excludes flat & level concrete pad for bleacher**

Pricing**\$ 103,500.00 – Materials delivered and installed. (Sales and use tax not included)****Add 1% if performance and payment bonds are required.****Inclusions**

Outdoor Aluminum's scope of work includes engineering, design, fabrication, delivery, and erection of the bleachers. All labor, equipment, and mobilization necessary to provide a complete installation. The required flat and level concrete pad is not included in this scope of work.

Exclusions

Outdoor Aluminum's scope of work excludes sales and use tax, bonds, building permits, licensing, builders risk insurance, allowances, site preparation, grading, soil testing, demolition and excavation of existing conditions, gravel or riprap under stands, any finishes beneath stands, locating or re-locating of drain, electrical, gas, and water lines, electrical service for the stands, any lighting, any fixtures, any signage, any fencing or gates along the sides or rear of stands at grade, flat and level concrete pad, roofing structure, walls. Owner or GC to provide a lay down area near installation locations, to include a route for flatbed trailers, lull, installation trucks, etc.

***Bleachers are designed to be installed on a flat and level concrete pad provided by the general contractor, if a slope is required, it must be no greater than ¼ inch front to back.**

Other Qualifications

This proposal is subject to our entering into a mutually agreeable contract. Pricing and project schedule are good for **30 days**. Any deviations from the above itemized list, and or changes in scope of work, will necessitate a change in pricing. Add 1% to the total price if performance and payment bonds are required.

Outdoor Aluminum, Inc. - P.O. Box 118 - Geneva, AL 36340 – 334-684-2296 - www.outdooraluminum.com

Project Schedule

From receipt of Purchase Order or Contract made out to Outdoor Aluminum, Inc., the project schedule shall be as follows:

- **8-10 weeks** – Delivery and installation of (14) 5R x 15' bleacher units.



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

AGENDA ITEM NO. 9.b.6.

MEETING DATE: June 16, 2025

SUBJECT: Resolution Authorizing the City Administrator to Award and Accept a Proposal with The Perfect Mound for River Run Park - Package No. 8 Mounds

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Morgan Williams

Approved By: Brad Matthews

Summary:

The City of Northport solicited proposals on June 4, 2025, for River Run Park - Package No. 8 Mounds and the responsible and responsive bidder was The Perfect Mound, for the amount of \$106,608.75. The Engineering department is requesting that the City Council authorize the City Administrator to award and accept the bid to The Perfect Mound to provide the game day mounds for River Run Park - Package No. 8 Mounds.

Recommendation:

That the requested resolution be approved.

Funding Source/GL Code:

GL Code No. 01-45-000-54004 Amount: \$\$106,608.75

Motion for Consideration:

I move that the City Council authorize the City Administrator to award and accept a proposal with The Perfect Mound, in the amount of \$106,608.75, for the River Run Park - Package No. 8 Mounds.

RESOLUTION NO. 25-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO AWARD THE
PERFECT MOUND FOR RIVER RUN PARK – PACKAGE NO. 8**

WHEREAS, the City of Northport solicited proposals for River Run Park – Package No. 8 for game day mounds on June 4, 2025; and,

WHEREAS, the Engineering department is requesting the City Council authorize the City Administrator to award The Perfect Mound, who is the lowest, responsive and responsible bidder, for game day mounds, in the amount of \$106,608.75; and

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

1. To authorize the City Administrator to award The Perfect Mound for game day mounds for River Run Park – Package No. 8, in the amount of \$106,608.75.

RESOLVED AND DONE THIS 16th DAY OF JUNE 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

Christy Bobo, Its President

ATTEST:

Glenda D. Webb, City Administrator

Reading: June 16, 2025

Motion: _____

Second: _____



Order Details

Created Date 5/29/2025
Quote Number 00002384
Prepared By Nick Krietemeyer
Email nick@thepperfectmound.com

Address Information

Bill To Name City of Northport
Bill To 300 River Run Park S.
Northport, AL 35476
United States

Ship To Name River Run Park at Northport Shore
Ship To 300 River Run Park S.
Northport, AL 35476
United States

Quote Line Items

Product	Sales Price	Quantity	Total Price
TPM Mound - Adult	\$16,995.00	4.00	\$67,980.00
TPM Mound - Youth	\$5,595.00	9.00	\$50,355.00
DISCOUNT (Dealer - M)	-\$17,750.25	1.00	-\$17,750.25

Totals

Subtotal \$100,584.75
Shipping and Handling \$6,024.00
Grand Total \$106,608.75

Accepted By: _____

TPM: Nick Krietemeyer

Date: _____

Date: 6-6-25

Estimates are valid for 15 days. Payment terms are net15 *upon delivery*. Failure to pay within the 15-day period will result in a 2% late fee or a \$50 charge, whichever is smaller. Orders exceeding \$20,000, require a 50% deposit.

We appreciate your business and look forward to serving you!





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

AGENDA ITEM NO. 9.b.7.

MEETING DATE: June 16, 2025

SUBJECT: Resolution Authorizing the City Administrator to Execute a Proposal for Geotechnical Services from TTL, Inc. for the Montgomery Farms Slope Stability Project

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Morgan Williams

Approved By: Brad Matthews

Summary:

The Engineering department is requesting that the City Council authorize the City Administrator to execute a proposal for geotechnical services from TTL, Inc. for Montgomery Farms. The scope of the project will be to obtain subsurface data from the site to define the geometry of the slide and provide repair/stabilization options to make the repairs needed. The fiscal impact to the City will be \$18,000.00. Documentation attached.

Recommendation:

That the requested resolution be approved.

Funding Source/GL Code:

GL Code No. Amount: \$18,000.00

Motion for Consideration:

I move that the City Council authorize the City Administrator to execute a proposal for geotechnical services from TTL, Inc. for the Montgomery Farms Slope Stability project, in the amount of \$18,000.00.

RESOLUTION NO. 25-

**RESOLUTION THE CITY ADMINISTRATOR TO EXECUTE A PROPOSAL FOR
GEOTECHNICAL SERVICES FROM TTL, INC. FOR MONTGOMERY FARMS
SLOPE STABILITY PROJECT**

WHEREAS, the Engineering department is requesting the City Council authorize the City Administrator to execute a proposal for geotechnical services from TTL, Inc. for the Montgomery Farms Slope Stability project; and,

WHEREAS, the scope of the project will be to obtain subsurface data from the site to define the geometry of the slide and provide repair/stabilization options; and,

WHEREAS, the fiscal impact on the City will be \$18,000.

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 proposal for the geotechnical services from TTL, Inc. for Montgomery Farms Slope Stability project, in the amount of \$18,000.00; and,
2. That the City Administrator and/or her designee is hereby authorized to execute any and all documentation relevant to the work described herein and the contract itself; and,
3. That the City Administrator and/or her designee is hereby authorized to issue and approve requisitions associated with Geotechnical Services with TTL, Inc. for the Montgomery Farms Slope Stability project.

RESOLVED AND DONE THIS 16th DAY OF JUNE 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

Christy Bobo, Its President

ATTEST:

Glenda D. Webb, City Administrator

Reading: June 16, 2025

Motion: _____

Second: _____

June 11, 2025

Holly Phillips
City of Northport
3500 McFarland Boulevard
Northport, Alabama 35476

**RE: *Proposal for Geotechnical Engineering Services
Montgomery Farms – Slope Stability Analysis
Northport, Alabama
TTL Proposal No: 25-01-01613 Revision 1***

Dear Ms. Phillips:

TTL, Inc. (TTL) is pleased to submit this proposal for geotechnical engineering services to investigate a slide in the Montgomery Farm subdivision in Northport, Alabama. This proposal contains our understanding of the project, proposed scope of services, schedule, fee, and authorization procedures.

PROJECT INFORMATION

Information about the project was initially provided by Holly Phillips (City of Northport) in a phone conversation with and follow up emails sent to Frank Upchurch on May 21, 2025.

The slope failure site is located in the existing Montgomery Farms subdivision on Valerie Dawn Way in Northport, Alabama. Based on the information provided, we understand a slope failure has occurred at lot 11 in the Montgomery Farms subdivision. The slope failure appears traverse southwest to northeast of the lot. The lot is approximately ¼ acre.

During a site visit, TTL observed an approximate 3-foot vertical scarp about 5 feet north from a residence south of Lot 11 (subject lot). We observed approximately 3 feet of heave in the curb and asphalt along the roadway. There appears to be several scarps within the subject lot. A scarp appears to be orientated east to west and approximately 100 feet long. Another slide is on the west side of the lot along the tree line orientated north to south that is approximately 60 feet long. We also noticed multiple scarp failures along the east side of the site adjacent to Valerie Dawn Way. Based on Google Earth imagery a small slope failure was visible along the road in 2014, but the scarp just north of the house on Lot 10 is relatively new. Based on available aerial imagery, the residence north of subject lot was constructed some time after 2023.

We have been requested to provide geotechnical services to document the existing embankment condition and identify alternatives for restoration.

Please contact us if the above information is not correct so we can modify our proposal, if needed.

GEOTECHNICAL SERVICES

The purposes of the geotechnical exploration are to obtain subsurface data from the site to define the geometry of the slide and provide repair/stabilization options. Our exploration will include performing soil test borings with an auger drilling rig.

Field Exploration

We will begin the exploration by conducting a site reconnaissance to:

- observe the surface conditions, topographic features, and approximate the limits of the slide;
- mark planned boring locations by using a hand-held Global Positioning System (GPS) unit; and
- adjust the boring locations as needed to avoid overhead or identified underground utilities or surface obstructions.

Prior to the start of drilling, TTL will submit a ticket for the proposed exploration area with the Alabama 811 One Call service.

Based on aerial photographs and our site visit, we expect the required boring locations are accessible to a ATV-mounted drilling rig. The proposed scope of drilling and sampling is summarized below:

- Drill two soil borings to depths of up to 50 feet below ground surface (bgs) with hollow-stem augers within the area of the slide. One on the south side of Lot 11 and one on the north side.
- An additional boring will be offset from one of the borings to get samples for laboratory testing and groundwater information by installing a temporary 2-inch diameter PVC piezometer.
- Perform standard penetration testing (SPT) and split-barrel sampling of soil in general accordance with ASTM D1586, with samples at 2.5 foot intervals until boring termination.
- Attempt thin wall Shelby tube sampling (ASTM D1587) of cohesive soils (up to four samples) if encountered.
- Check borings for the presence of groundwater upon completion of hollow-stem auger drilling.
- The temporary piezometer will also be checked over several days to approximate the groundwater depth.

If we encounter conditions that are unusual or possibly problematic for the project, we will contact you to discuss modifications to the exploration scope. At that time, we can adjust the exploration program to address specific needs dictated by the conditions encountered.

Access, Utility Clearance, and Site Restoration

Our budget and schedule are based on the following:

- We understand that right-of-entry from the owner will be obtain by the City of Northport.
- Field services can be performed during normal working hours (Monday through Friday, 7 am to 5 pm), although we may want to work other times at our discretion, if possible.
- An ATV-mounted drilling rig will likely be used. The site appears to be accessible to our drilling equipment.
- We will contact the Alabama 811 service to have participating utility companies notified of the pending subsurface penetrations.
- Private underground utilities that may be present (those not marked by the 811 service) must be located and marked on the ground surface by a private utility locating company contracted by others prior to our exploration (TTL can perform the utility scanning as an additional service, if specifically requested and authorized).
- Site restoration other than backfilling boreholes is not included in our exploration scope.

Laboratory Testing

After returning samples to the laboratory, we plan to:

- Test selected soil samples for water content (ASTM D2216);
- Test selected soil samples for Atterberg limits (ASTM D4318);
- Test selected soil samples for gradation and percent fines (ASTM D6913/ASTM D1140); and
- Test selected soil samples for Consolidated Undrained Triaxial Strength (ASTM D4767).

Engineering Analyses and Report

We will perform engineering analyses necessary to develop slope repair recommendations for the site.

We will submit a geotechnical report as a PDF file by e-mail. The report will include:

- General information regarding the site and subsurface conditions, including soil stratigraphy, changes in soil lithology, as well as groundwater measurements shown on individual boring records.
- Results of laboratory tests performed.
- Discussion about the apparent cause of the slide, and recommendations to stabilize the slide.
- Develop opinions of cost for the recommended repair or alternatives if more than one repair approach is appropriate.

COMPENSATION

We propose to perform the services outlined in this proposal for a lump sum fee of \$18,000.

We will provide a revised fee estimate and obtain your authorization if changes in the scope of work are considered necessary based on the conditions encountered or because of a request for additional services. TTL's proposal offer remains valid for a period of 60 days from the date of issuance. TTL reserves the right to withdraw and/or modify this proposal at any time after this 60-day offer period.

AUTHORIZATION

Please have an authorized individual sign the attached Professional Services Agreement (PSA) and return it along with the entire proposal to our office. Our services will be performed under the terms on the attached PSA.

CLOSING

We appreciate the opportunity to submit a proposal for providing consulting services for this project. Please contact us at your convenience if you have questions or require additional information.

Respectfully submitted,
TTL, Inc.



Austin T. Howard, EI
Project Professional



Harvey F. Upchurch, Jr., PE
Principal Engineer

Attachment: PSA



PROFESSIONAL SERVICES AGREEMENT

TTL PROJECT NO.: 000250101613 Rev. 1

PROJECT NAME: Montgomery Farms - Slope Stability Analysis

This Agreement made and entered into on _____ by and between TTL, Inc., hereinafter called "Consultant" and Holly Phillips hereinafter called "Client" is for the services described under this Agreement.

☐ By checking this box, Consultant and Client indicate that this Agreement will also serve as a Master Services Agreement (MSA) between the two entities. The term for the MSA shall commence upon the full execution of this Agreement and expire on _____.

1. **SCOPE OF SERVICES:** Consultant's services are described in the Scope of Services (Services) section of the Proposal, which is attached to and made a part of this Agreement. Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence, unless specifically addressed in Consultant's proposal. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **ACCEPTANCE:** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and both parties agree that this Agreement takes precedence over any additional or conflicting terms provided in other documents. This Agreement shall not be assigned by either party without prior written consent of the other party.
3. **CHANGE ORDERS:** Client may request changes to the Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Similarly, if project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee. Following Client's review and concurrence with the change order request, Client shall provide written acceptance.
4. **COMPENSATION:** Client shall compensate Consultant for the Services performed at the fees stated in the Proposal. Fee schedules provided shall be valid for the calendar year in which they are issued. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney's fees. Consultant may suspend or terminate Services for lack of timely payment without liability to Client in connection with such suspension or termination.
For some projects and, prior to provision of services, the Consultant may require the Client to make an initial retainer payment. As it pertains to this Agreement, Client is requested to deposit a retainer of \$N/A with the Consultant. The retainer amount shall be credited upon completion of the services on the final invoice.
5. **THIRD PARTY RELIANCE:** This Agreement and the Services provided are for Consultant's and Client's sole benefit and exclusive use with no third-party beneficiaries made or intended. Reliance upon Consultant's work product Services is limited to Client. Permission to rely on Consultant's work product is not granted to third parties. **For a limited time period, not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client; however, Client understands that such reports will be issued strictly for informational purposes only and not for reliance. Reliance by any third party will not be granted until those third parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.** Client also acknowledges that such third-party disclosures for reliance could create a conflict of interest for Consultant and Client hereby waives any and all claims of conflict of interest against Consultant, Consultant's employees or sub-consultants or subcontractors regarding any disclosure to a third party for informational or reliance purposes. Consultant may rely upon information provided to Consultant by or on behalf of Client or third parties without any duty to independently verify the accuracy or completeness or currency of same, and Consultant shall have no liability to Client arising from any deficiency of such information.
6. **LIMITATION OF LIABILITY:** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL MAXIMUM AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND CONSULTANT'S SUBCONSULTANTS AND SUBCONTRACTORS AND THE OFFICERS, DIRECTORS, MANAGERS, MEMBERS, SHAREHOLDERS, AGENTS, REPRESENTATIVES AND EMPLOYEES OF ALL OF THE FOREGOING) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, STATUTORY, TORT, CONTRACTUAL OR EQUITABLE CONTRIBUTION OR INDEMNITY OBLIGATION OR ANY OTHER THEORY OF RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.



PROFESSIONAL SERVICES AGREEMENT

- 7. INDEMNIFICATION:** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project. Indemnification shall include but not be limited to failure to adequately implement and maintain effective best management practices for erosion and sediment control by Client, contractors, subcontractors, or others whether or not Consultant provides services related to such activities.
- 8. STANDARD OF CARE (WARRANTY):** The standard of care for all professional engineering, surveying, testing and related services performed or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing with the same education and experience, under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished. Subject to the foregoing standard of care, the Consultant may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to manufacturers, suppliers, and publishers of technical standards.
- 9. INSURANCE:** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occurrence / \$2,000,000 aggregate); (iii) automobile liability insurance (\$1,000,000 Bodily Injury and Property Damage combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / aggregate). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
- 10. CONSEQUENTIAL DAMAGES:** Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.
- 11. OPINIONS OF COST:** Consultant's opinions (if any) of probable construction costs are made on the basis of Consultant's experience, qualifications, and general familiarity with the construction industry. However, because Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant's opinion of probable construction costs is not and shall not be considered a guaranteed estimate or exact price for construction of the Project. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- 12. SUBSURFACE EXPLORATION:** Subsurface conditions throughout the site may vary from those depicted on logs of discrete exploratory borings, test pits, or other subsurface exploratory services. Client understands Consultant's layout of exploratory boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services and Client assumes responsibility for site restoration.
- 13. TESTING AND OBSERVATIONS:** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to failure to request or schedule services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or Client's contractor's adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from Client's contractor's responsibility for defects discovered in Client's contractor's work, or create a warranty or guarantee from Consultant of any nature. Consultant will not supervise or direct the work performed by Client's contractor or Client's contractor's subcontractors at any tier and Consultant explicitly is not responsible for their means and methods.
- 14. SAMPLE DISPOSITION:** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, biohazard, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Scope of Services submitted by Consultant, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and all reasonable disposal costs. In no event shall



PROFESSIONAL SERVICES AGREEMENT

Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, Consultant's related companies, Consultant's sub-consultants or subcontractors, and the agents, representatives, officers, directors, members, managers and shareholders of all of the foregoing harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any person or entity from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.

- 15. UNFORESEEN CIRCUMSTANCES:** It is possible that unforeseen conditions or occurrences may be encountered at the site which could substantially alter the necessary services or the risks involved in completing Consultant's services. If this occurs, Consultant will promptly notify and consult with Client, but will act based on Consultant's sole judgment where risk to Consultant's personnel, the public or where professional duties to disclose hazards or conditions are involved. Possible actions could include: (a.) Complete the original Scope of Services in accordance with the procedures originally intended in Consultant's Proposal, if practicable in Consultant's judgment; (b.) Agree with Client to modify the Scope of Services and the estimate of charges to include assessment of the unforeseen conditions or occurrences, with such revision agreed to in writing; (c.) Terminate the services effective on the date specified by Consultant in writing; (d.) Disclose information to regulators or government authorities when required by statute or professional canons of ethics.
- 16. UTILITIES:** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to (or claims arising out of damage to) subterranean structures or utilities that are not called to Consultant's attention or are not correctly marked, including being marked by a utility location service, or are incorrectly shown on the plans furnished to Consultant.
- 17. GROUND PENETRATING RADAR:** If TTL's Services include providing ground penetrating radar (GPR) services to Client, Client acknowledges and agrees that there are inherent limitations associated with use of the GPR equipment. In using GPR data, Client will be solely responsible for making any determinations to drill, excavate, or perform any other destructive processes and Client will indemnify and hold TTL harmless from liability associated with such determinations. Client further acknowledges that (a) unless otherwise indicated in the accompanying TTL proposal, any maps or drawings provided in connection with the Services are not survey quality; (b) TTL only reports GPR-retrieved data and, unless specifically stated as additional Services under the associated proposal, TTL does not include any investigation, analysis, or interpretation of soil composition, soil conditions, or geophysical, geological, engineering, or land surveying information; and (c) TTL makes no warranty or representation that use of the GPR equipment will locate all subsurface structures/obstacles.
- 18. SITE ACCESS AND SAFETY:** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary for Consultant to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors and subcontractors, or other parties present at the site.
- 19. OWNERSHIP OF DOCUMENTS:** All documents, including plans, drawings, specifications, reports, logs, data, calculations, and surveys prepared by the Consultant are instruments of service and shall remain the property of the Consultant. Such documents may not be used by CLIENT for any other endeavor without express written consent from TTL. Any unauthorized re-use is at Client's or the recipients' sole and exclusive risk and is without liability to TTL. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices. Upon Client's request, Consultant's work product may be provided via electronic media. If Consultant's work product includes delivery of a design model or survey data file via electronic media, Consultant makes no warranty or representation to Client that the electronic copy is accurate or complete and Client shall be required to sign a separate Electronic Document Release Form evidencing this understanding. Consultant may rely upon information provided to Consultant by or on behalf of Client or third parties without any duty to independently verify the accuracy or completeness or currency of same, and Consultant shall have no liability to Client arising from any deficiency of such information.
- 20. WAIVER:** Any failure by Consultant to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and Consultant may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
- 21. DISPUTE RESOLUTION:** In the unlikely event a dispute arises out of or relates to this contract, or the breach thereof, the parties will attempt to settle the matter through amicable discussion. Client shall not be entitled to assert a claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion of a registered, independent, and reputable engineer, surveyor, or geologist licensed in the jurisdiction in which the work in question was performed indicating that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days. If no agreement can be reached, the parties agree to use mediation before resorting to a judicial forum. The cost of a third-party mediator shall be shared equally by the parties with proceedings to be held in Tuscaloosa, Alabama. In the event of litigation, reasonable costs and attorneys' fees will be awarded to the prevailing party.
- 22. GOVERNING LAW:** Client and Consultant agree this Agreement and any legal actions related to its validity, interpretation and performance shall be governed by and according to laws of the state of Alabama.



PROFESSIONAL SERVICES AGREEMENT

23. **SURVIVAL:** All provisions of this Agreement for indemnity or allocation of responsibility or liability between Client and Consultant shall survive the completion of the services and the termination of this Agreement.
24. **TERMINATION:** This Agreement may be terminated at any time by either party by written notice in the event of substantial failure to perform in accordance with the terms herein by the other party through no fault of the terminating party. If this Agreement is so terminated by either party, regardless of reason, Client shall pay TTL compensation for work satisfactorily completed up to date of termination for said work and for reasonable termination expenses incurred as the result of termination. This Agreement shall remain in effect until completion of proposed scope of services unless terminated as provided herein, or extended by mutual agreement in writing.
25. **SEVERABILITY:** Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed to be omitted and the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

CLIENT

ENTITY NAME: City of Northport
CONTACT NAME: Holly Phillips
TITLE: Senior Engineer
ADDRESS: 3500 McFarland Boulevard
CITY AND STATE: Northport, AL 35476
OFFICE PHONE: 205-339-7000
CELL PHONE: _____
EMAIL: hphillips@cityofnorthport.org

SIGNED: _____

DATE: _____

CONSULTANT

ENTITY NAME: TTL, Inc.
CONTACT NAME: _____
TITLE: _____
ADDRESS: 3200 Rice Mine Road, NE
CITY, STATE, ZIP: Tuscaloosa, AL 35406
OFFICE PHONE: 205-345-0816
CELL PHONE: _____
EMAIL: _____

SIGNED: _____

DATE: _____



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

AGENDA ITEM NO. 9.b.8.

MEETING DATE: June 16, 2025

SUBJECT: Resolution Authorizing the City Administrator to Execute an Agreement with Turnerboone for River Run Park - Interior Furniture

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Morgan Williams

Approved By: Brad Matthews

Summary:

The Engineering department is requesting the City Council authorize the City Administrator to execute an agreement with Turnerboone for River Run Park - Interior Furniture. The scope of the proposal includes the purchase and installation of the interior furniture, in the amount of \$72,916.89 and will be purchased off the State bid.

Recommendation:

That the requested resolution be approved.

Funding Source/GL Code:

GL Code No. 01-45-000-54004 Amount: \$72,916.89

Motion for Consideration:

I move that the City Council authorize the City Administrator to execute an agreement with Turnerboone for the purchasing and installation of River Run Park - Interior Furniture, in the amount of \$72,916.89.

Client: River Run park
Updated: 6/9/2025

Budget Pricing

TAG	PICTURE	MANUFACTURER	PRODUCT DESCRIPTION	FINISHES	TOTAL QTY:	UNIT SELL PRICE	EXTENDED SELL PRICE	LEAD TIME	NOTES
CH-01		Haworth	Maari, Poly shell and metal legs	Poly Shell: Grey tone Metal legs: Matte Black	64	\$273.21	\$17,485.44	6-8 Weeks	AL STATE CONTRACT DELIVERED & INSTALLED PRICING
ST-01		Haworth	Maari, Counter height stool, poly shell, metal legs and upholstered seat pad	Poly Shell: Grey tone Metal legs: Matte Black Upholstered seat pad: Wellington, Iron	23	\$566.80	\$13,036.40	6-8 Weeks	AL STATE CONTRACT DELIVERED & INSTALLED PRICING
CH-03		Kimball	Niles conference chair mid-back	Fabric: Black faux leather Frame: Chrome	10	\$536.00	\$5,360.00	6-8 Weeks	AL STATE CONTRACT DELIVERED & INSTALLED PRICING
CR-01		Haworth	Behold buffet credenza, on legs 54"W x 18"Dx36"H	Lamianta landmark Edgeband: landmark Pulls & metal legs: Dark bronze metallic	1	\$3,317.04	\$3,317.04	6-8 Weeks	AL STATE CONTRACT DELIVERED & INSTALLED PRICING
PO-01		Haworth	X-series Valet cabinet with BBF, open shelves, 30x72 fixed desk with 3/4 modesty panel, upside 23x46 height adjustable return	Metal Case Color: Grade B metallic gunmetal Laminate worktop and drw fronts - Grade B landmark Edge band: grade A landmark	1	\$3,290.59	\$3,290.59	6-8 Weeks	AL STATE CONTRACT DELIVERED & INSTALLED PRICING
T-01		Special T	ZIA 30x60, flip table on casters, T-leg	Laminate: Monterey Oak 11108-78 Edge: matching Monterey Oak Metal Base: Steel Silver	4	\$939.95	\$3,759.80	4-6 Weeks	AL STATE CONTRACT DELIVERED & INSTALLED PRICING
T-02		Haworth	Jive 36" dia round table, x-base	Worktop: laminate grade A Linen Edge: grade A Linen Metal Base: grade B metallic Gunmetal	2	\$603.01	\$1,206.02	6-8 Weeks	AL STATE CONTRACT DELIVERED & INSTALLED PRICING
T-03		Special T	ZIA 42"R flip top table, with casters	Laminate: Monterey Oak 11108-78 Edge: matching Monterey Oak Metal Base: Steel Silver	8	\$1,066.45	\$8,531.60	4-6 Weeks	AL STATE CONTRACT DELIVERED & INSTALLED PRICING
T-04		Haworth	Jive racetrack table 54x144	Worktop: laminate grade B landmark edge: grade A landmark Metal Base: grade B dark bronze metallic	1	\$4,222.00	\$4,222.00	6-8 Weeks	AL STATE CONTRACT DELIVERED & INSTALLED PRICING
LK-01		Kimball	Waveworks 24Dx18Wx79H personal locker, 2 door/dble stacked, laminate Note: push/touch latch with E-lock	Kimball standard laminates: Monterey YO electronic lock - Black	8	\$1,588.50	\$12,708.00	6-8 Weeks	AL STATE CONTRACT DELIVERED & INSTALLED PRICING

Subtotal: \$72,916.89
Freight: \$0.00
Tax: (.0%) \$0.00

Install:	\$0.00
Total:	\$72,916.89

RESOLUTION NO. 25-

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH TURNERBOONE FOR RIVER RUN PARK – INTERIOR FURNITURE

WHEREAS, The Engineering department is requesting the City Council to authorize the City Administrator to execute an agreement with Turnerboone for River Run Park – Interior Furniture; and,

WHEREAS, The scope of the agreement will include the purchasing and installation of the interior furniture, in the amount of \$72,916.89.

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 agreement with Turnerboone, in the amount of \$72,916.86, for the purchasing and installation for River Run Park – Interior Furniture; and
2. That the City Administrator and/or her designee is hereby authorized to execute any and all documentation relevant to the work described herein and the contract itself; and,
3. That the City Administrator and/or her designee is hereby authorized to issue and approve requisitions associated with the River Run Park – Interior Furniture.

RESOLVED AND DONE THIS 16th DAY OF JUNE 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

Christy Bobo, Its President

ATTEST:

Glenda D. Webb, City Administrator

Reading: June 16, 2025

Motion: _____

Second: _____



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

AGENDA ITEM NO. 9.b.9.

MEETING DATE: June 16, 2025

SUBJECT: Resolution Authorizing the City Administrator to Execute a Contract with Alatech Computer Solutions, LLC for Network Technology and Equipment for River Run Park

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Morgan Williams

Approved By: Scott Murphy

Summary:

The City of Northport solicited proposals for Network Technology and Equipment for River Run Park at Northport Shore and the responsive and reasonable proposal was from Alatech Computer Solutions, LLC. The Engineering department is requesting that the City Council authorize the City Administrator to execute a contract with Alatech Computer Solutions, LLC in the amount of \$75,743.60. The scope of the work will include the purchase and installation of network infrastructure that will support networks and Wi-Fi at River Run Park.

Recommendation:

That the requested resolution be approved.

Funding Source/GL Code:

GL Code No. 01-45-000-54004 Amount: \$75,743.60

Motion for Consideration:

I move that the City Council authorize the City Administrator to execute a contract for Network Technology and Equipment for River Run Park with Alatech Computer Solutions, LLC, in the amount of \$75,743.60.

RESOLUTION NO. 25-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A
CONTRACT WITH ALATECH COMPUTER SOLUTIONS, LLC FOR NETWORK
TECHNOLOGY AND EQUIPMENT FOR RIVER RUN PARK**

WHEREAS, the City of Northport solicited proposals for the Network Technology and Equipment for River Run Park at Northport Shore, and the responsive and reasonable proposal was Alatech Computer Solutions, LLC; and,

WHEREAS, the scope of the agreement is to include the purchasing and installation of network infrastructure that will support networks and Wi-Fi for River Run Park, in the amount of \$75,743.60.

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

1. To authorize the City Administrator to enter into an agreement with Alatech Computer Solutions, LLC for the Network Technology and Equipment for River Run Park, in the amount of \$75,743.60.

RESOLVED AND DONE THIS 16th DAY OF JUNE 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

Christy Bobo, Its President

ATTEST:

Glenda D. Webb, City Administrator

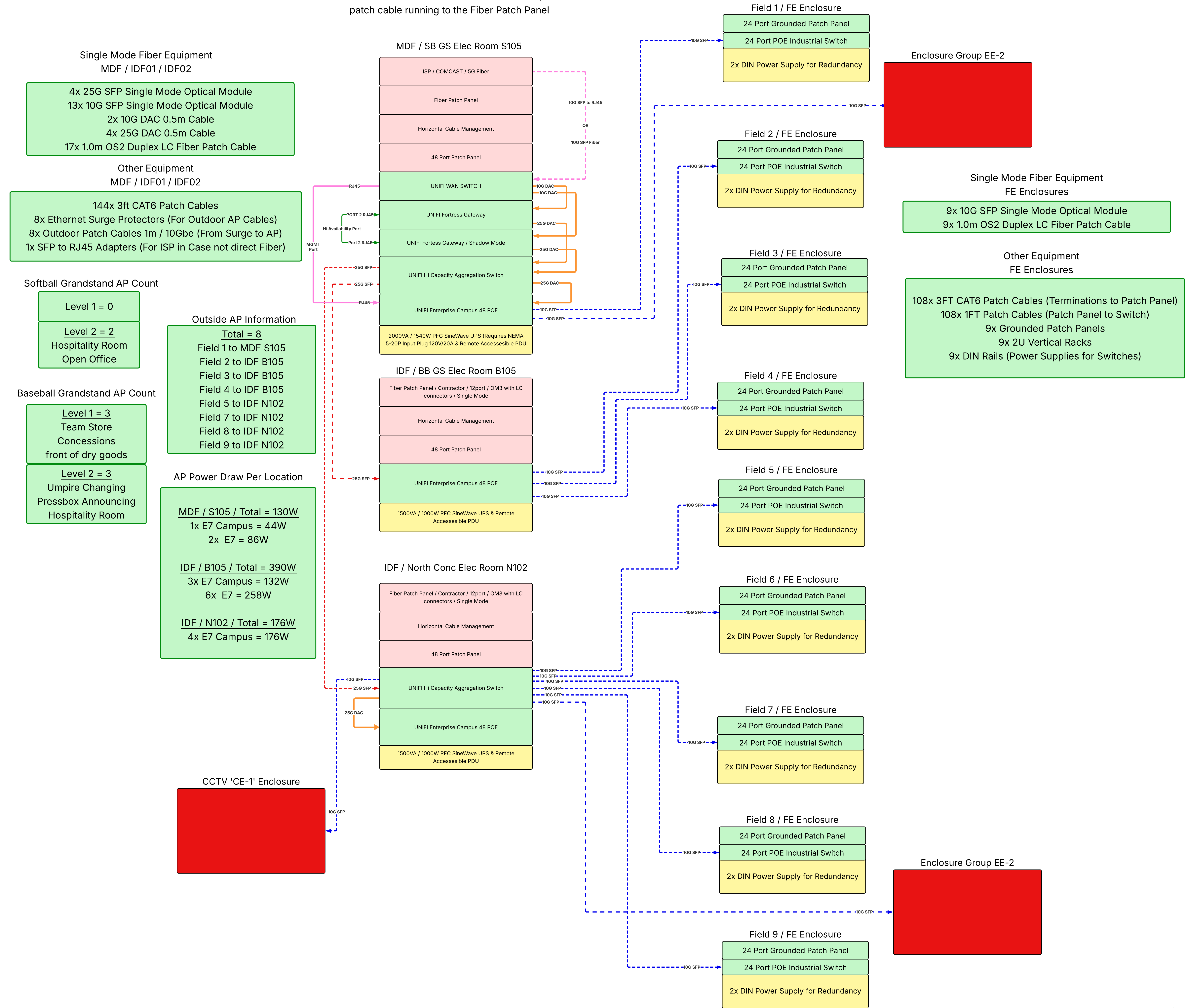
Reading: June 16, 2025

Motion: _____

Second: _____

PLEASE NOTE

ALL Fiber Cable Connections will have a 1m/3ft patch cable running to the Fiber Patch Panel



8715 Earl Fields Cir
Northport, AL 35473
Alatech.net
205-722-2998



City of Northport
3500 McFarland Boulevard
Northport, AL, United States 35476

Estimate # 10535
Estimate Date 05-22-25

Total \$75,743.60

Item	Description	Unit Cost	Quantity	Line Total
Sales - Parts/Supplies	CyberPower 1500VA / 1000W PFC SineWave UPS	\$435.00	2.0	\$870.00
Sales - Parts/Supplies	CyberPower PFC Sinewave UPS 2000VA / 1540W	\$850.00	1.0	\$850.00
Sales - Parts/Supplies	CAT6 Patch Cable - 3FT	\$3.00	252.0	\$756.00
Sales - Parts/Supplies	CAT6 Patch Cable - 1FT	\$3.00	108.0	\$324.00
Sales - Parts/Supplies	2U Network Rack Vertical Wall Mount	\$60.00	9.0	\$540.00
Sales - Parts/Supplies	CyberPower Remote Accessible Switched PDU	\$740.00	3.0	\$2,220.00
Sales - Parts/Supplies	12" DIN Rails w/ Hardware 10pk	\$25.60	1.0	\$25.60
Sales - Parts/Supplies	FS 24 Port POE++ Industrial Switch / 4x 10GB SFP+ with 5-year warranty	\$1,176.00	9.0	\$10,584.00
Sales - Parts/Supplies	240W 48V DC Slim DIN Industrial Power Supply	\$210.00	18.0	\$3,780.00
Sales - Parts/Supplies	CAT6a 24 port Coupler Patch Panel, Grounded	\$167.00	9.0	\$1,503.00
Sales - Parts/Supplies	10G SFP Single-Mode Module 2pk	\$120.00	11.0	\$1,320.00
Sales - Parts/Supplies	25G DAC Cable - 0.5m	\$40.00	4.0	\$160.00
Sales - Parts/Supplies	10G DAC Cable - 0.5m	\$21.00	2.0	\$42.00
Sales - Parts/Supplies	25G SFP Single-Mode Module	\$166.00	4.0	\$664.00
Sales - Parts/Supplies	UNIFI Indoor Access Point with 5-year warranty	\$700.00	8.0	\$5,600.00
Sales - Parts/Supplies	UNIFI Outdoor Access Point with 5-Year warranty	\$1,060.00	8.0	\$8,480.00
Sales - Parts/Supplies	UNIFI Ethernet Surge Protector	\$20.00	8.0	\$160.00
Sales - Parts/Supplies	UNIFI High-Capacity Aggregation Switch with 5-year warranty	\$1,239.00	2.0	\$2,478.00
Sales - Parts/Supplies	OS2 LC Fiber Patch Cable - 3FT	\$8.00	26.0	\$208.00
Sales - Parts/Supplies	UNIFI Outdoor Cat6 Patch Cable - 3FT	\$6.50	8.0	\$52.00

Sales - Parts/Supplies	UNIFI Enterprise 48port POE Multigig Switch with 5-year warranty	\$4,472.00	3.0	\$13,416.00
Sales - Parts/Supplies	UNIFI WAN Switch with 5-year warranty	\$420.00	1.0	\$420.00
Sales - Parts/Supplies	UNIFI Enterprise Fortress Gateway with 5-year Warranty	\$2,600.00	2.0	\$5,200.00
Sales - Parts/Supplies	10G SFP+ to RJ45 Adapter	\$91.00	1.0	\$91.00
Labor-Standard	Labor to complete the entire project	\$140.00	100.0	\$14,000.00
Sales - Parts/Supplies	Rental Equipment / Other Mounting Hardware	\$2,000.00	1.0	\$2,000.00

THIS IS AN ESTIMATE	Subtotal	\$75,743.60
	Tax	\$0.00
	Estimate Total	\$75,743.60

Signed: _____

Date: _____



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

AGENDA ITEM NO. 9.b.10.

MEETING DATE: June 16, 2025

SUBJECT: Resolution Authorizing the City Administrator to Enter into an Agreement with Alatech Computer Solutions, LLC for Maintenance and Monitoring of Network Services for River Run Park

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Morgan Williams

Approved By: Scott Murphy

Summary:

The City staff is requesting that the City Council authorize the City Administrator to enter into a one (1) year agreement with Alatech Computer Solutions, LLC for the monthly maintenance and monitoring of River Run Park's network, in the amount of \$1,975.00, a month. This will be paid from the RRP operational account that has been budgeted for. The scope of the agreement will include monthly maintenance, monitoring, and alerts, support, and CyberSecure Enterprise for UNIFI Gateway on a remotely/onsite 2 hour response time.

Recommendation:

That the requested resolution be approved.

Funding Source/GL Code:

GL Code No. Amount: \$1,975.00(Monthly)

Motion for Consideration:

I move that the City Council authorize the City Administrator to enter into an agreement with Alatech Computer Solution, LLC, for a monthly fee of \$1975.00, for the maintenance and monitoring of the network at River Run Park.

RESOLUTION NO. 25-

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH ALATECH COMPUTER SOLUTIONS, LLC FOR THE MAINTENANCE AND MONITORING OF NETWORK SERVICES FOR RIVER RUN PARK

WHEREAS, the City of Northport solicited proposals for the maintenance and monitoring network services for River Run Park and the responsive and reasonable proposal was from Alatech Computer Solutions, LLC; and,

WHEREAS, the scope of the agreement includes monthly maintenance, monitoring, alerts, support, and CyberSecure Enterprise for UNIFI Gateway on a remotely/onsite 2-hour response time, in the amount of \$1,975.00 a month for one (1) year, with the option to renew.

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

1. To authorize the City Administrator to enter into an agreement with Alatech Computer Solutions, LLC for the Maintenance and Monitoring of Network Services for River Run Park; and,
2. That the City Administrator and/or her designee is hereby authorized to execute any and all documentation relevant to the work described herein and the contract itself; and,
3. That the City Administrator and/or her designee is hereby authorized to issue and approve requisitions associated with the River Run Park Maintenance and Monitor of Network Services.

RESOLVED AND DONE THIS 16th DAY OF JUNE 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

Christy Bobo, Its President

ATTEST:

Glenda D. Webb, City Administrator

Reading: June 16, 2025

Motion: _____

Second: _____



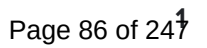
River Run Park - WIFI Proposal

Northport Shore

Management Team

Alatech Computer Solutions

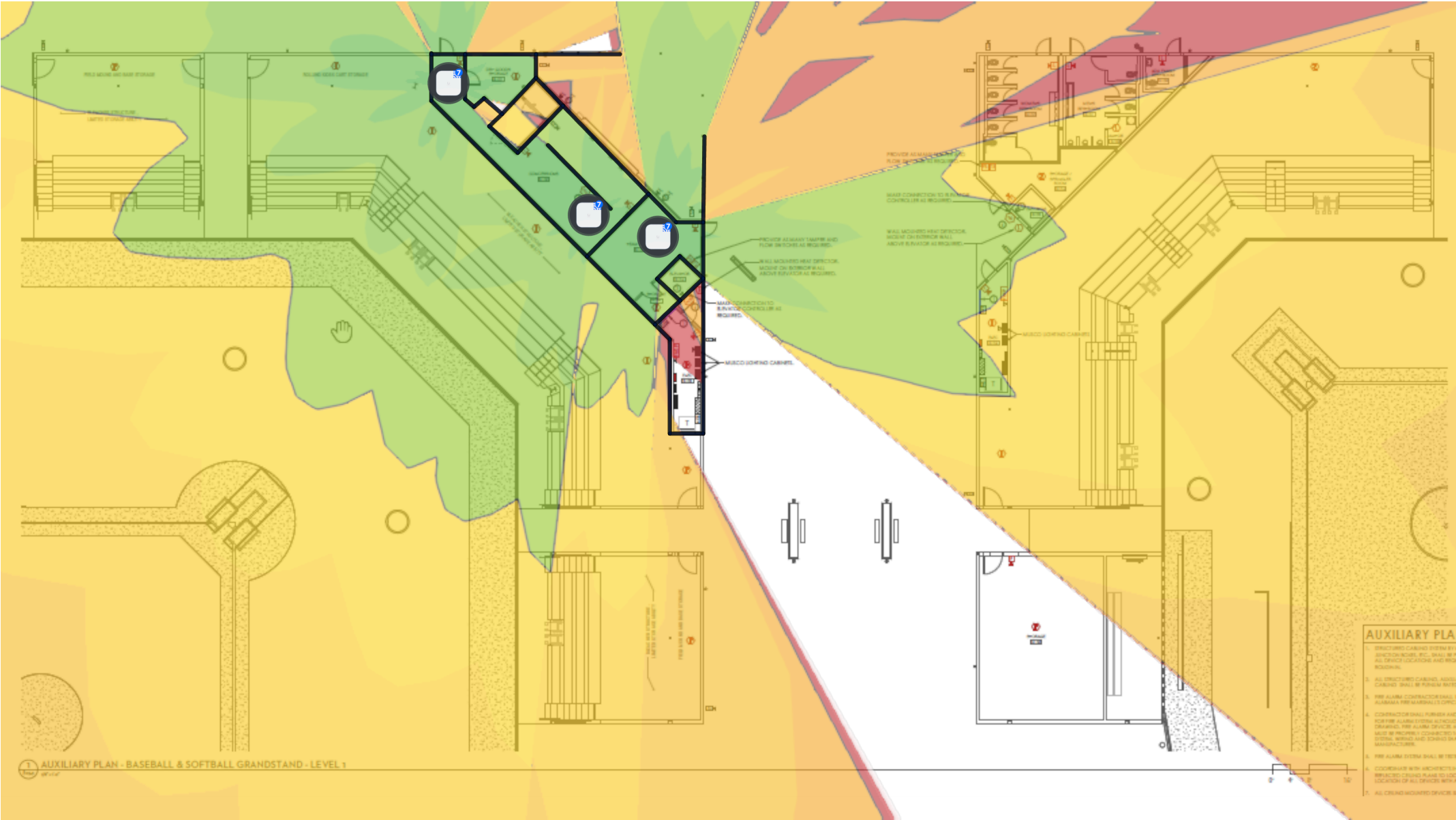
May 22, 2025



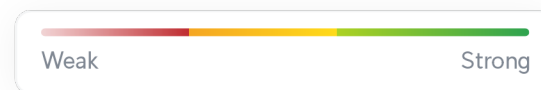
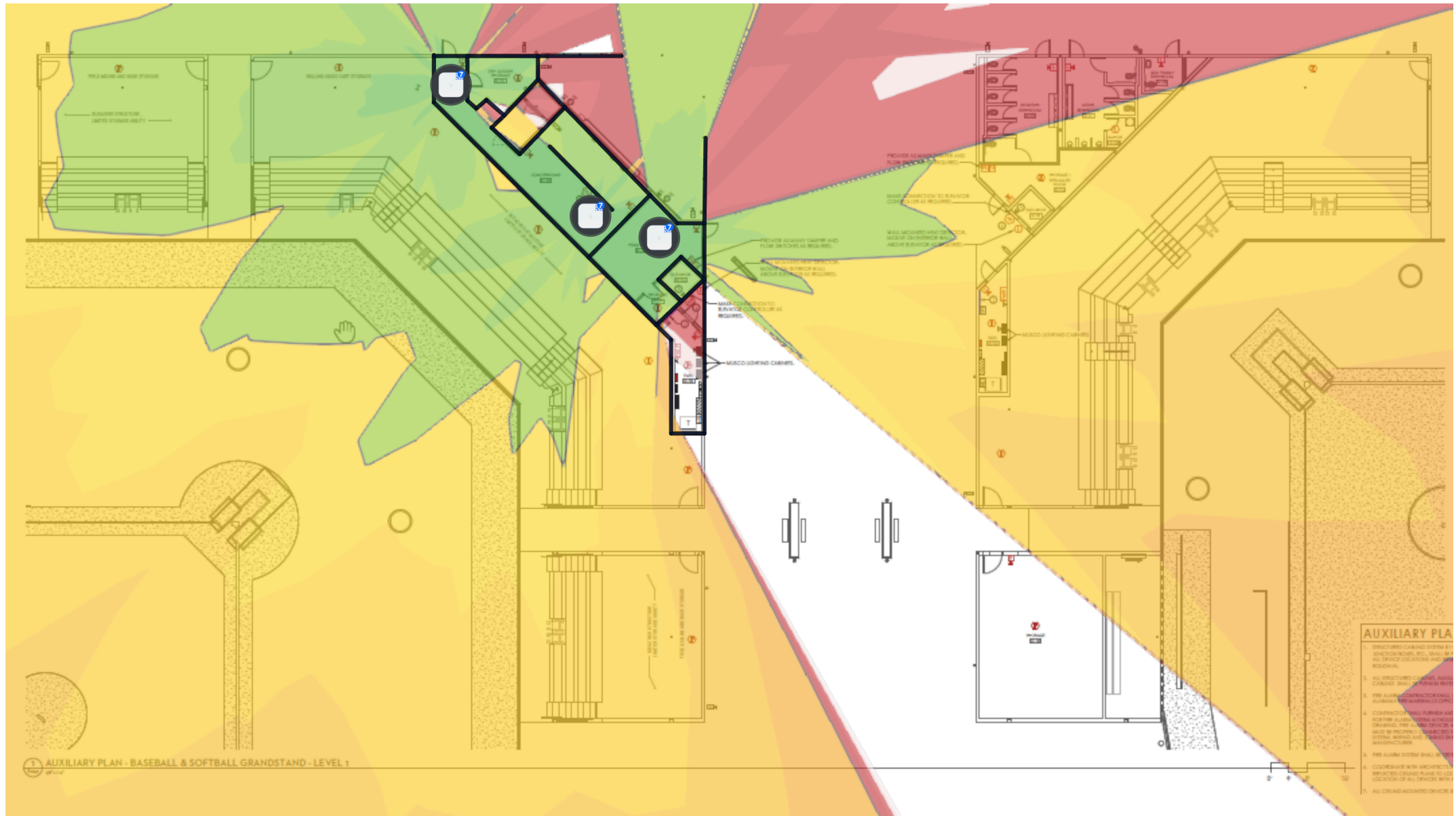
Estimated 2.4GHz WiFi Coverage

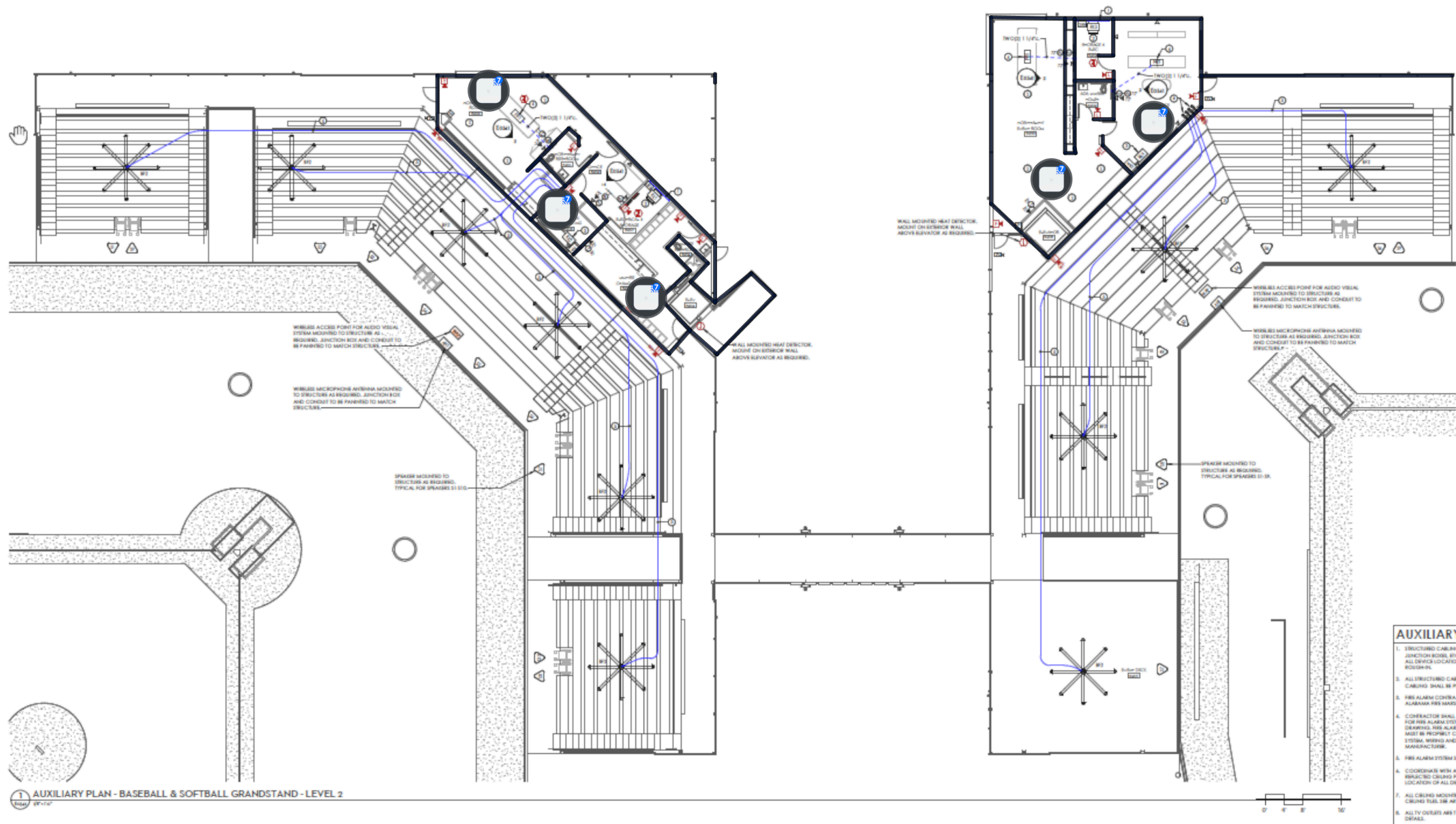


Estimated 5GHz WiFi Coverage



Estimated 6GHz WiFi Coverage





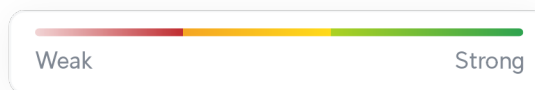
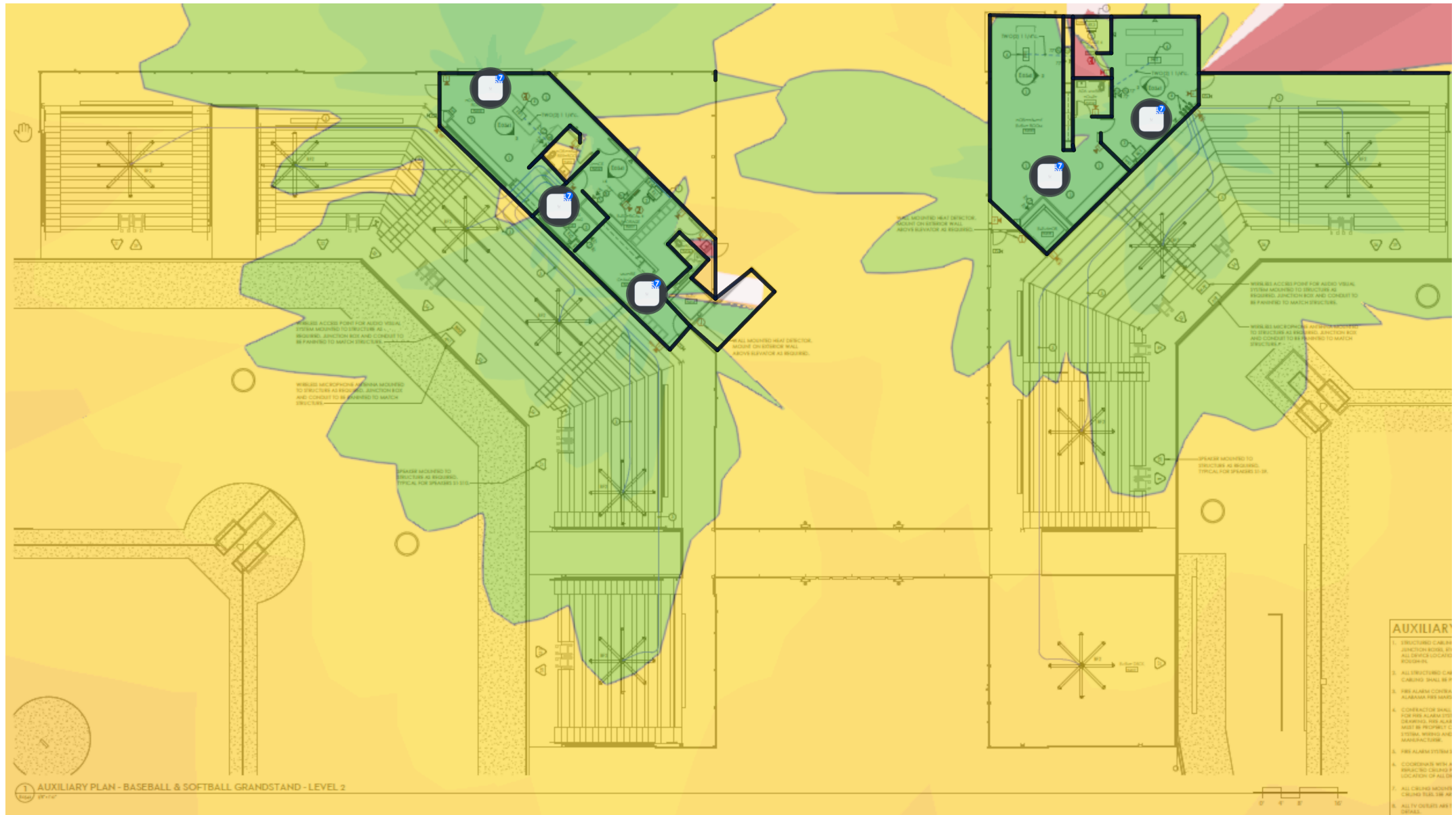
Estimated 2.4GHz WiFi Coverage



Weak

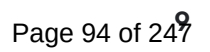
Strong

Estimated 5GHz WiFi Coverage

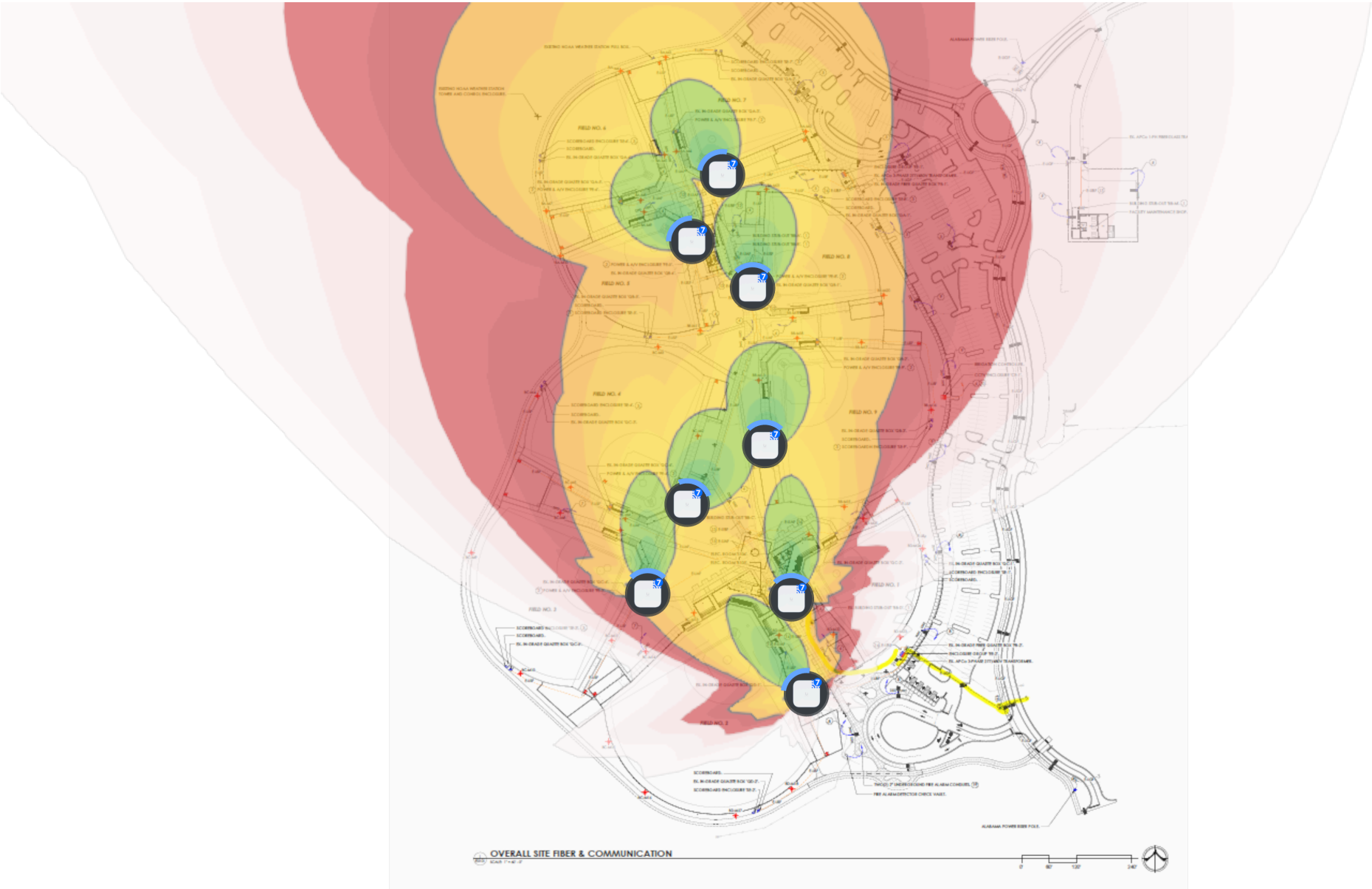


Estimated 6GHz WiFi Coverage

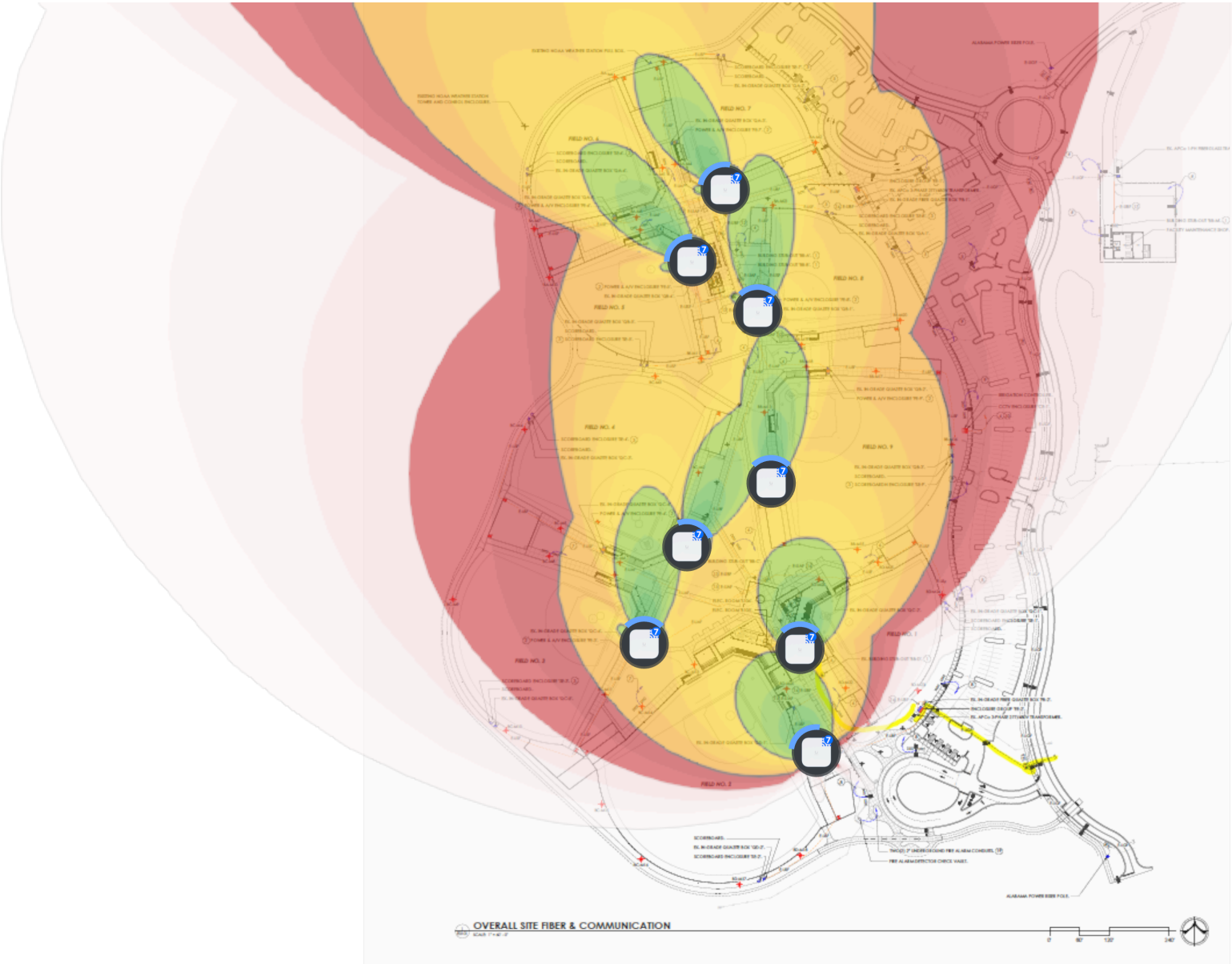




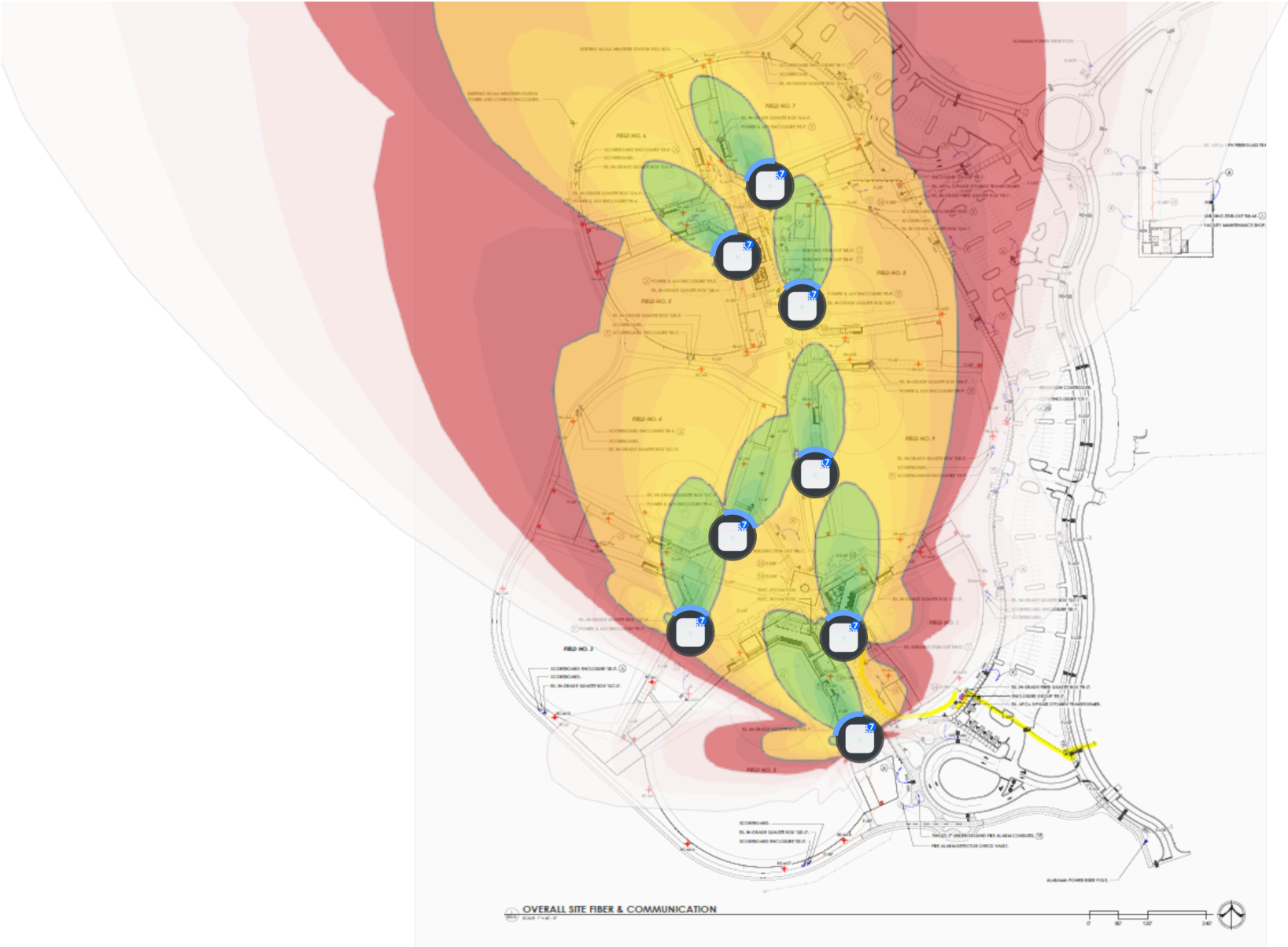
Estimated 2.4GHz WiFi Coverage



Estimated 5GHz WiFi Coverage



Estimated 6GHz WiFi Coverage



STATE OF ALABAMA)
TUSCALOOSA COUNTY)

**AGREEMENT TO FURNISH PROFESSIONAL SERVICES
TO THE CITY OF NORTHPORT, ALABAMA, FOR
RIVER RUN PARK – NETWORK INFRASTRUCTURE MAINTENANCE AND
MONITORING SERVICES**

WHEREAS, The City of Northport solicited proposals for the River Run Park – Network Maintenance and Monitoring Services and the responsive and responsible lower was bidder, Alatech Computer Solutions, in the amount of \$1,975.00 monthly; and,

WHEREAS, The City Council authorized the City Administrator to execute a professional service agreement with Alatech Computer Solutions for River Run Park – Network Maintenance and Monitoring Services for the length of one (1) year with the option for renewal.

WHEREAS, the City of Northport and the CONSULTANT firm designated herein, desire to enter into an agreement to furnish professional study and consult services to the City for the Project described herein.

W-I-T-N-E-S-S-E-T-H:

THIS AGREEMENT is made and entered into on this the 16th day of June, 2025, by and between the City of Northport, Alabama, a Municipal Corporation, Post Office Box 569, Northport, Alabama, 35476, hereinafter sometimes referred to as the "CITY" or the "OWNER" and the firm of Alatech Computer Solutions, LLC, located at 8715 Earl Fields Circle, Northport, AL 35473, hereinafter referred to as the "CONSULTANT," whereby the CONSULTANT will provide professional services in the form of artistic design services described herein to the OWNER through individuals possessing a high degree of professional skill where the personality of the individual(s) will play a decisive role and which is thereby exempt from the Alabama Competitive Bid Law, Ala. Code §41-16-51(a)(3)(1975) for the consideration hereinafter set forth, as follows:

ARTICLE 1. SCOPE OF SERVICES (THE PROJECT)

The scope of services consisting of artistic design services to be provided by the CONSULTANT to the OWNER are as follows:

A one (1) year agreement for the maintenance and monitoring of provided network for River Run Park with the option of renewal.

Without limiting the generality of the foregoing, specifically the scope of services to be performed by CONSULTANT are as more particularly set forth in the attached document entitled River Run Park Network Infrastructure Proposal, which is attached hereto and adopted herein by reference as Exhibit "A". In the event of a conflict between the provisions hereof and that of Exhibit "A", the provisions hereof shall prevail. Any changes in the scope of services as set forth herein or in Exhibit "A" shall only be by amendment, in writing, duly authorized and executed by the parties.

ARTICLE 2. BASIS OF COMPENSATION

The CONSULTANT shall receive, after approval by OWNER, the sum of \$1,975 monthly, for one(1) year agreement, with the option to renew. This amount represents the total compensation to the CONSULTANT for services on all phases of the project.

The CONSULTANT shall obtain a business license from the City as otherwise required by law of all business activity within the city or its police jurisdiction. The cost of such license shall be part of the CONSULTANTS general overhead.

ARTICLE 3. PAYMENT FOR SERVICES

Payment of compensation to the CONSULTANT, as prescribed in ARTICLE 2, shall be made as follows:

A. PAYMENT FOR SERVICES

For all services described and referenced in Article 1 payment is due within thirty (30) days of receipt of billing, for services rendered during the month. The OWNER shall be invoiced monthly by CONSULTANT. The invoice format will be to the satisfaction of the OWNER.

B. INVOICES

CONSULTANT will endeavor to schedule and coordinate expenses, especially those associated with travel, in such a manner as to combine services for each trip to OWNER's site, meeting, etc.

Each invoice of CONSULTANT shall specify the contract number in regard to which the services have been performed.

CONSULTANT will invoice expenses separately from services and by reference to contract number.

OWNER will remit payment to CONSULTANT within thirty (30) days from receipt of

invoice.

Provided; however, the OWNER may delay payment for a reasonable time on all or any portion of an invoice, without the accrual of any interest or charges, on the basis of improper, contested or inadequate explanation of invoices by CONSULTANT.

In the event of such disputed or contested invoice, the OWNER shall only withhold that portion so contested, and the undisputed portion shall be paid in accordance with the provisions herein. The OWNER will exercise reasonableness in contesting any invoice or portion thereof.

C. INTEREST

If payment of the amounts due, or any portion thereof, is not made within sixty (60) days of receipt of billing, interest on the unpaid balance thereof will accrue at the rate of one and one-half percent (1-1/2 percent) per month and become due and payable at the time said overdue payments are made, subject to the OWNER's right to contest an invoice.

ARTICLE 4. OBLIGATIONS OF THE CONSULTANT

A. CONSULTANT shall perform services for the OWNER as stated in and referenced by Article 1 hereof.

B. LEVEL OF COMPETENCE

The CONSULTANT shall be responsible, to the level of competence presently maintained by other practicing professionals engaged in the same type of professional services in the southeastern United States, for work product furnished under this Agreement.

C. INTELLECTUAL PROPERTY AND OWNERSHIP OF DOCUMENTS

City Logo and Name: The CONSULTANT shall not use the City of Northport's name or insignia or logo in any magazine, trade paper, newspaper, advertisement or other medium without first obtaining the written consent of the OWNER.

The OWNER is granted a perpetual license by CONSULTANT to utilize any of such CONSULTANT's intellectual property or copyrighted material in its possession for and on behalf of its internal operations, as well as maintenance, construction and repair of the project which was the subject of the agreement or in reference to any program developed or implemented utilizing the services of the CONSULTANT pursuant to this agreement without further approval or compensation to the CONSULTANT. Such license also extends to the right of the OWNER to utilize such intellectual property or copyrighted material during the course of any judicial, mediation, arbitration, or administrative proceeding, regardless of whether the matter concerns CONSULTANT or the services or project to which this agreement pertains.

The OWNER's license also extends to making submissions or distributions of such intellectual property or copyrighted material of CONSULTANT to meet official regulatory or statutory requirements or for other purposes in connection with the project or program and future improvements, repairs or expansions of and connections to the project. Any of such submissions or distributions or usage of CONSULTANT's intellectual or copyrighted material shall not be an infringement and shall not be construed as publication or use in derogation of the CONSULTANT'S rights.

D. RECORDS AND INSPECTIONS

CONSULTANT shall maintain complete and accurate records with respect to all matters performed pursuant to this agreement. The City shall have free access at all proper and reasonable times to such records and the right to examine and audit the same and to make transcripts therefrom and to inspect all program data, documents, proceedings and activities of CONSULTANT in regard to the project. Such inspection shall not be in violation of confidentiality guarantees as elsewhere provided herein.

E. EFFECT OF STATE AND FEDERAL LAWS AND REGULATIONS.

The Scope of Services as defined herein and as provided by CONSULTANT are based upon those federal and state laws, regulations or requirements in effect on the date of execution of this agreement. State or federal laws, regulations or requirements enacted or promulgated after the date of said execution shall automatically be incorporated by CONSULTANT into the Scope of Services to the extent applicable. If such incorporation substantially increases the level of effort required of the CONSULTANT, the basis of the compensation as defined herein shall be subject to renegotiation between the parties. It shall be the responsibility of the CONSULTANT to promptly notify OWNER of any such changes in state or federal laws or regulations or requirements which would affect his/her scope of services or level of effort.

F. CONFIDENTIALITY

All documents, information, memoranda and all other such written or verbal information provided by the City to CONSULTANT shall be held strictly confidential by CONSULTANT and any of its subcontractors and shall not, without the prior written consent of the OWNER, be used for any purpose other than the performance of this agreement, nor be disclosed to any other entity not connected with the performance of this agreement. Any entities requesting such information shall be directed by CONSULTANT to contact OWNER's representative.

G. CONFLICTS OF INTEREST

The CONSULTANT represents and warrants to the OWNER that neither it nor any of its subconsultants are aware of any conflict of interest which exists or could arise

by means of its provision of services to the OWNER pursuant to the terms and conditions of this agreement. This is an exclusive personal service agreement and CONSULTANT will not represent the interest of any other person, firm or entity that conflicts with the interest of the OWNER in regard to the subject matter of this agreement or the performance of services pursuant to the terms and conditions hereof.

It is understood by and between the parties hereto that neither the CONSULTANT nor any of its officers, agents or employees nor any sub consultant to the CONSULTANT nor any subsidiary, parent entity, principal officers nor any entity having a beneficial interest in any of the same, may submit a bid or proposal in response to any request for proposals or advertisement for bids resulting from the services provided in whole or in part pursuant to this agreement.”

ARTICLE 5. OBLIGATIONS OF THE OWNER

A. ACCESS TO FACILITIES AND PROPERTY

The OWNER shall make its system facilities and properties available and accessible for inspection by CONSULTANT.

B. TIMELY REVIEW

The OWNER through its designated representative shall examine all reports, proposals, and other documents submitted by CONSULTANT, obtain advice of an attorney, insurance counselor, accountant or auditor as it deems appropriate for such examination in a timely manner so as not to delay the services of CONSULTANT.

C. TIMELY NOTICE

The OWNER through its designated representative shall give timely written notice to CONSULTANT whenever he or she observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S services, or any defect in the work of the CONSULTANT.

ARTICLE 6. GENERAL LEGAL PROVISIONS

A. AUTHORIZATION TO PROCEED

Authorization for the CONSULTANT to proceed for the work described in Article 1 shall be considered as given upon execution of the Agreement by the OWNER.

B. PROJECT REPRESENTATIVES

The OWNER and the CONSULTANT respectively will designate a person(s) to act as authorized representatives of the OWNER and the CONSULTANT in matters and decisions pertinent to the timely prosecution of this project, and each authorized

representative shall have the power to obligate their party within the parameters of this agreement including, but not limited to, transmitting instructions, receiving information, making project-related decisions not requiring official OWNER approval and other matters. Neither representative shall have the authority to vary the terms and conditions of this Agreement.

C. INSURANCE

Unless waived in writing by the OWNER's representative, the CONSULTANT shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as may be necessary to protect its interests and the interests of the OWNER, its officers, agents and employees against hazards or risks of loss as hereinafter specified. The underwriter of such insurance shall be qualified to do business in Alabama. The certificates of insurance shall contain a provision that not less than 30 days' written notice shall be given to the OWNER before any policy or coverage is canceled.

D. TERMINATION

- (1) This Agreement may be terminated by the OWNER for its convenience by giving thirty (30) days' written notice to the CONSULTANT.
- (2) This Agreement may be terminated by the CONSULTANT upon thirty (30) days' written notice to the OWNER but only if the OWNER should substantially fail to perform in accordance with this Agreement through no fault of the CONSULTANT or if the performance of the Scope of Services by the CONSULTANT is stopped by conditions beyond the control of the CONSULTANT. Failure to perform includes failure of OWNER to promptly pay the CONSULTANT in accordance with ARTICLE 3.
- (3) In the event of termination, the CONSULTANT shall be paid in full for all work previously authorized and performed up to the termination date, if the CONSULTANT delivers to the OWNER all instruments of service completed or partially completed by the date of termination.
- (4) If no termination is implemented, relationships and obligations created by this Agreement shall terminate upon completion of all applicable requirements of this Agreement.

E. ASSIGNMENT

- (1) This Agreement is to be binding on the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other. No assignment of this Agreement shall be effective until the Assignee assumes in writing the obligations of the assigning parties, and delivers such written assumption to the other original party to this Agreement.

- (2) Use of subconsultants by the CONSULTANT or subsidiary or affiliate firms of the CONSULTANT for technical or professional services shall not be considered an assignment or a portion of this Agreement.

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and CONSULTANT.

F. COURT OF JURISDICTION

If the OWNER and CONSULTANT cannot resolve any outstanding claims, counter-claims, disputes, and other matters in question arising out of or relating to this Agreement, then resolution of said disputes shall be decided by a court of competent jurisdiction.

G. INDEMNIFICATION

Each party shall generally be responsible for its own acts and will be responsible for all damages, costs, fees and expenses, including attorney's fees and costs, which arise out of the performance of this agreement and which are due to that party's own negligence, carelessness, unskillfulness and other unlawful conduct and/or the negligence, carelessness or unskillfulness or other unlawful conduct of its respective officers, agents and/or employees acting in their official capacities. Provided; however, CONSULTANT shall defend, indemnify and hold the OWNER, its officers, agents and employees, free and harmless from and against any claims, demands, actions, damages, expenses, fees, liabilities and/or attorneys fees arising out of, by virtue of or associated with any claims, demands or actions brought by subconsultants or third parties which are related in any way or associated with the negligence, tortious acts or unlawful conduct of CONSULTANT or its respective agents, officers and employees in the performance of this Agreement.

H. REPRESENTATIVE CAPACITY

While CONSULTANT'S role will be that of CONSULTANT to the OWNER, CONSULTANT shall be and remain an independent contractor and not act in the role of an agent or legal representative on behalf of the OWNER. CONSULTANT shall not have the authority to bind or obligate the OWNER, its officers, agents or employees.

ARTICLE 7. PERSONNEL

- A.** The CONSULTANT agrees to assign experience and competent professional personnel to provide the services to the OWNER pursuant to this agreement. The CONSULTANT represents to OWNER that the following persons are so qualified and are assigned to this project or, with the consent of OWNER's representative, individuals with similar experience and qualifications:

Project Chief CONSULTANT: Brad Matthews

Project Manager: Scott Murphy

Subconsultant: _____

B. The OWNER'S designated representative shall be Brad Matthews of the City of Northport.

C. All notices, bills, invoices and reports required by this agreement shall be sufficient if sent by the parties hereto in the United States Mail, postage prepaid thereon to the addresses noted below:

Client: City of Northport
Attn: Brad Matthews
P.O. Box 569
Northport, AL 35476

CONSULTANT: Alatech Computer Solutions, LLC

D. CONSULTANT represents and warrants to the CITY that its Project Chief CONSULTANT for the principle performance of services by CONSULTANT pursuant to the terms and conditions of this agreement shall be and remain _____
Scott Murphy and there shall be no change in the Project Chief CONSULTANT without the prior written consent of the CITY's representative.

**ARTICLE 8. ATTACHMENTS, MISCELLANEOUS CLAUSES,
SCHEDULES, AND SIGNATURES**

It is further mutually agreed:

A. ATTACHMENTS

That, the following are attached hereto and adopted herein by reference:

Exhibit A. River Run Park – Wi-Fi Proposal

In the event of a direct conflict between any attachment and the terms of this agreement, the latter shall prevail over the former.

B. MISCELLANEOUS CLAUSES

Capacity: Each Party to this Agreement represents and warrants to the other as

follows:

- (1) That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.
- (2) That each has full power and capacity to enter into this Agreement, to perform and to conclude the same including the capacity, to the extent applicable, to grant, convey and/or transfer; areas, assets, facilities, properties, (both real and personal), permits, consents and authorizations and/or the full power and right to acquire and accept the same.
- (3) That to the extent required, each Party has obtained the necessary approval of its governing body or board and a resolution or other binding act has been duly and properly enacted by such governing body or board authorizing this Agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the Party.
- (4) That each Party has duly authorized and empowered a representative to execute this Agreement on their respective behalf and the execution of this Agreement by such representative fully and completely binds the Party to the terms and conditions hereof.
- (5) That absent fraud, the execution of this Agreement by a representative of the party shall constitute a certification that all such authorizations for execution exist and have been performed and the other Party shall be entitled to rely upon the same. To the extent a Party is a partnership, limited liability company or joint venture, the execution of this Agreement by any member thereof shall bind the Party and to the extent that the execution of this Agreement is limited to a manager, managing partner or specific member then the person so executing this Agreement is duly authorized to act in such capacity for the Party.
- (6) That each party represents and warrants to the other that there is no litigation, claim or administrative action threatened or pending or other proceedings to its knowledge against it which would have an adverse impact upon this transaction or upon either's ability to conclude the transaction or perform pursuant to the terms and conditions of this Agreement.
- (7) That each party has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this Agreement.
- (8) Under the provisions of the Constitution and laws of the State of Alabama, each party has the power to consummate the transactions contemplated by this agreement.

- (9) Each party represents and warrants that the execution and delivery of this agreement and the consummation of the transactions contemplated herein will not conflict with, be in violation of, or constitute (upon notice or lapse of time, or both) a default under the laws of the State of Alabama, any resolution, agreement, or other contract agreement, or instrument to which a party is subject, or any resolution, order, rule, regulation, writ, injunction, decree or judgment of any governmental authority or court having jurisdiction over the party.
- (10) This agreement constitutes the legal, valid and binding obligation of each party and is enforceable against each party in accordance with its terms, except in so far as the enforceability thereof may be limited by:
- (a) Bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights; and
 - (b) General principles of equity, regardless of whether such enforceability is considered as a proceeding at equity or at law.
- (11) Neither party will enter into any agreement to do anything prohibited in this agreement or enter into any agreement or take any action which would in any way impair the ability of the other party to faithfully and fully perform its obligations hereunder.
- (12) Under the provisions of the Constitution and laws of the State of Alabama, each party has the power to consummate the transactions contemplated by this agreement.

Ownership of Contract Documents: This Contract Document, and copies of parts thereof, are furnished and owned either by the City or design professional. All portions of the Contract Document, and copies of parts thereof, are the instruments of serve for this project. They are not to be used on other work and are to be returned to the City on request at the completion of the work. Any reuse of these materials without specific written verification or adaptation by the City will be at the risk of the user and without liability or legal expense to the City. Such user shall hold the City harmless from any and all damages, including reasonable attorneys' fees, from any and all claims arising from any such reuse. Any such verification and adoption shall entitle the City to further compensation at rates to be agreed upon by the user and the City.

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

Prohibition on Assignment and Delegation: No party to this Agreement may assign or delegate its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any party from its

obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable hereunder irrespective of such assignment or delegation.

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

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

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

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

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

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

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

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

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

Non Discrimination: The CONSULTANT agrees that in performing the work and services as required herein under this agreement, not to discriminate against any person on the basis of race color, religion, sex, age or disability. (The CONSULTANT shall fully comply with the Americans with Disabilities Act, the Fair Labor Standards Act and all other applicable laws and regulations).

Fines and Penalties: The CONSULTANT shall be solely liable for any and all fines or penalties which may be levied by any governmental authority against the OWNER and/or CONSULTANT which are related to the CONSULTANT's operations. The OWNER shall deduct the amount of the levied fine or penalty from the Contract amount.

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

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

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

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

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

C. COMPLIANCE WITH IMMIGRATION LAW:

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, to the extent allowed by Federal law.

D. COMPLIANCE WITH AFFORDABLE HEALTH CARE ACT:

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal compliance laws pertaining to the Affordable

Health Care Act. 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, to the extent allowed by Federal law.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in triplicate on this the _____ day of _____, 20____.

CITY OF NORTHPORT, A Municipal Corporation

BY: _____
Glenda Webb, City Administrator

ATTEST:

CONSULTANT:

ATTEST:

BY: _____

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Glenda Webb, whose name as City Administrator of the City of Northport, 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 within instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the _____ day of _____, 20____.

Notary Public.

My Commission Expires: _____

STATE OF ALABAMA)
COUNTY OF TUSCALOOSA)

I, _____, a Notary Public in and for said State at Large, hereby certify that _____, who is named as _____, is signed to the foregoing document, and,

- ☐ Who is known to me, or
☐ Whose identity I proved on the basis of _____, or

☐ Whose identity I proved on the oath/affirmation of _____, a creditable witness to the signer of the above document

and that being informed of the contents of the document, he/she, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the _____ day of _____, 20____.

Notary Public.

My Commission Expires: _____



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

AGENDA ITEM NO. 9.b.11.

MEETING DATE: June 16, 2025

SUBJECT: Resolution authorizing the Mayor to execute easements with the US Army Corps of Engineers for access road at River Run Park

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Kim Braughton

Approved By: Glenda Webb

Summary:

In order to move forward with the access road for River Run Park, easements are needed from the US Army Corps of Engineers. The easements are necessary for utilizing the W.B. Oliver Lock and Dam Road as an access road to River Run Park.

Recommendation:

Approve the attached resolution.

Funding Source/GL Code:

GL Code No. N/A

Motion for Consideration:

I move the adoption of the resolution authorizing the Mayor to execute easements with the US Army Corps of Engineers for the access road needed for River Run Park.

RESOLUTION NO. 25-

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE EASEMENTS WITH THE US ARMY
CORPS OF ENGINEERS FOR THE ACCESS ROAD NEEDED FOR RIVER RUN PARK**

WHEREAS, In order to move forward with the access road for River Run Park at Northport Shores, easements are needed from the US Army Corps of Engineers; and

WHEREAS, the easements are necessary for utilizing the W.B. Oliver Lock and Dam Road as an access road to River Run Park.

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

1. The Mayor is hereby authorized to execute Easement No. DACW01-2-25-0040 attached hereto as Exhibit "A" and License No. DACW01-3-25-0041 attached hereto as Exhibit "B" for the US Army Corps of Engineers.

RESOLVED AND DONE THIS 16th DAY OF JUNE, 2025.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

Christy Bobo, Its President

ATTESTED:

Glenda D. Webb, City Administrator

Reading: June 16, 2025

Motion By:

Second By:

EXHIBIT “A”

**DEPARTMENT OF THE ARMY
EASEMENT FOR PUBLIC ROAD OR STREET
WILLIAM BACON OLIVER LOCK & DAM PROJECT
Tuscaloosa County, Alabama
Tract No. 111**

THE SECRETARY OF THE ARMY, hereinafter referred to as the Secretary, acting 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 will not be against 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 a road or street, 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 five (5) years, beginning June 1, 2025, and ending May 31, 2030.

2. CONSIDERATION

The consideration of this easement shall be the construction, operation and maintenance of a public road for the benefit of the United States and the general public in accordance with the terms herein set forth.

3. ADMINISTRATIVE FEE

The Grantee shall pay an administrative fee to the United States in the amount of **SIXTEEN THOUSAND ONE HUNDRED AND SIXTY DOLLARS (\$16,160)**, 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, 109 St. Joseph 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, 109 St. Joseph Street, Mobile, Alabama 36602, or as may from time to time be otherwise 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.

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 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 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. RIGHT TO CONNECT

The United States reserves the right to make such connections between the road or street herein authorized and roads and streets on other government lands as said officer may from time consider necessary, and also reserves to itself rights-of-way for all purposes across, over or under the right-of-way hereby granted; provided that such rights shall be used in a manner that will not create unnecessary interference with the use and enjoyment by the Grantee of the right-of-way herein granted.

13. OTHER AGENCY AGREEMENTS

It is understood that the provisions of the conditions on **SUPERVISION BY THE REAL ESTATE CONTRACTING OFFICER** and **RIGHT TO ENTER** above shall not abrogate or interfere with any agreements or commitments made or entered into between the Grantee and any other agency of the United States with regard to financial aid to the Grantee in connection with the construction, maintenance, or repair of the facilities herein authorized.

14. 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.

15. 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.

16. 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 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 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, interstate, 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.

17. 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 the material from further disturbance until said officer gives clearance to proceed.

18. 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.

19. RESTORATION

On or before the termination or revocation of this easement, the Grantee shall, without expense to the United States and within such time as said officer may indicate, restore the premises to the satisfaction of said officer. In the event the Grantee shall fail to restore the premises, at the option of said officer, said improvements shall either become the property of the United States without compensation therefore, or said officer shall have the option to 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.

20. DISCLAIMER

This instrument is effective only insofar as the rights of the United States in the premises 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 for 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, interstate or local laws in connection with the use of the premises.

21. 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.

22. 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.

23. 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 (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 EASEMENT 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 Zachary T. Lambert, Real Estate Contracting Officer, U.S. 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 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 **CITY OF NORTHPORT, ALABAMA**, named as Grantee herein;

that **JOHN HINTON**, who signed this Agreement on behalf of the

CITY OF NORTHPORT, ALABAMA was then **MAYOR** of the City; and that said

Agreement was duly signed for and on behalf of the City by authority of its governing

body and is 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.

Exhibit A
DACW01-2-25-0040

Easement Description

A non-exclusive easement located in the Southeast Quarter of the Northwest Quarter and the Southwest Quarter of the Northwest Quarter of Section 21, Township 21 South, Range 10 West in Tuscaloosa County, Alabama and being more particularly described as follows:

As a Commencement Point, begin at capped rebar found (Herndon-Hicks) marking the Northeast corner of the Northwest Quarter of the Northeast Quarter of said Section 21; thence run N 86°27'22" W - 598.44 feet along the north boundary of said Section 21 to a concrete monument found; thence run N 86°33'08" W - 741.42 feet along said north boundary to a capped rebar found (cannot read); thence run N 86°29'51" W - 60.57 feet along said north boundary to a concrete monument found; thence leaving said north boundary run S 20°51'21" W - 977.70 feet to a point on the common boundary between the City of Northport and The United States of America, Oliver Lock and Dam Property; thence run S 71°22'08" W - 169.40 feet, along said common boundary, to a point; thence run S 59°07'45" W - 415.09 feet, along said common boundary, to a rebar found; thence run S 71°37'55" W - 410.79 feet, along said common boundary, to the POINT OF BEGINNING of the easement herein described; thence leaving said common boundary, run S 18°22'05" E - 37.59 feet to a point; thence run S 71°37'55" W - 110.00 feet to a point; thence run N 18°22'05" W - 37.59 feet to a point on said common boundary; thence run N 71°37'55" E - 110.00 feet, along said common boundary, to the Point of Beginning. The total Easement Area consisting of 0.09 acres, more or less, and being a part of Tract 111 of the W.B. Oliver Lock & Dam Project.

NOTES:

1. This is not a property boundary survey.
2. All bearings are to Grid North as established by global positioning, based on ALDOT 5 DIV OFF CORS ARP Station (PID DI2228).
 - 2.1. Horizontal Datum: Alabama State Plane, West Zone, NAD83(2011), U.S. Feet
 - 2.2. Vertical Datum: NAVD88, U.S. Feet
3. This survey and drawing was completed without the benefit of a title search or opinion. Therefore, there may be easements and rights-of-ways that are not shown on this drawing.

I, Steven G. Faulkner, a Licensed Professional Land Surveyor of the firm of TTL, Inc., Tuscaloosa, Alabama, hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards for Surveying in the State of Alabama, to the best of my knowledge, information, and belief.

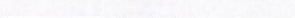
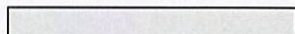
WITNESS my hand on this the 5th day of May, 2025.



Steven G. Faulkner, PLS
Alabama License No. 24329



SURVEY LEGEND

	BOUNDARY LINE
	RIGHT-OF-WAY
	PROPERTY LINE
	IRON PIPE / PIN FOUND
	CAPPED REBAR FOUND
	CONCRETE MONUMENT SET
	CONCRETE MONUMENT FOUND
	AXLE FOUND
	PINE KNOT FOUND
	CAPPED REBAR SET
	COE - DAM MONITOR MONUMENT
SEC	SECTION
T	TOWNSHIP
R	RANGE
R.O.W.	RIGHT-OF-WAY
M.B.L.	MINIMUM BUILDING LINE
PB.	PLAT BOOK
DB.	DEED BOOK
PG.	PAGE
()	RECORD DIMENSION
	ASPHALT PAVEMENT

TTL

3516 Greensboro Avenue | Tuscaloosa, AL 35401
205.345.0816 | www.ttlusa.com

City of Northport
River Run Park At Northport Shores

KENTUCK PARK ROAD
NORTHPORT, ALABAMA

Exhibit A
Easement Description

No.	Date	Revision Description	Revisions per review comments	Revisions per review comments	Checked By: E.M.H.	Proj. No.: 23-01-1534.00	File Name: 23-1534-SurveyEasements.dwg
1	5/1/2025						
2	5/5/2025						

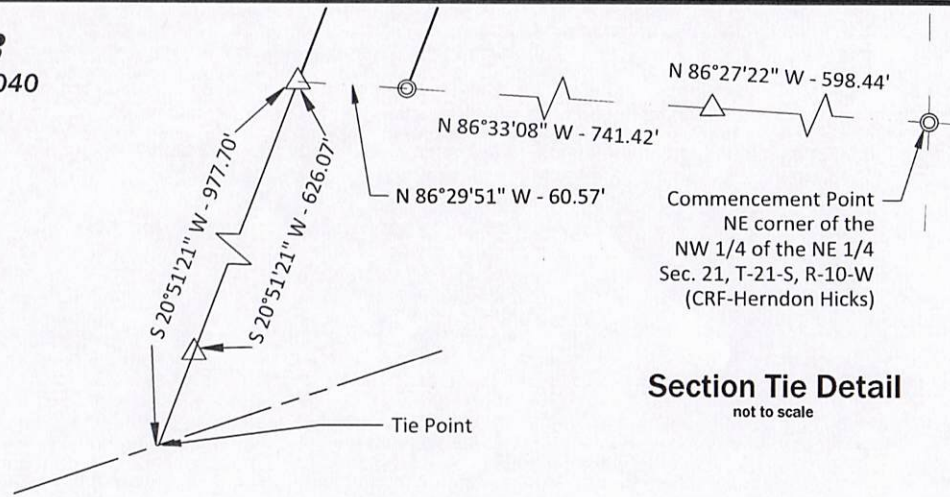
Sheet No.

1 of 2

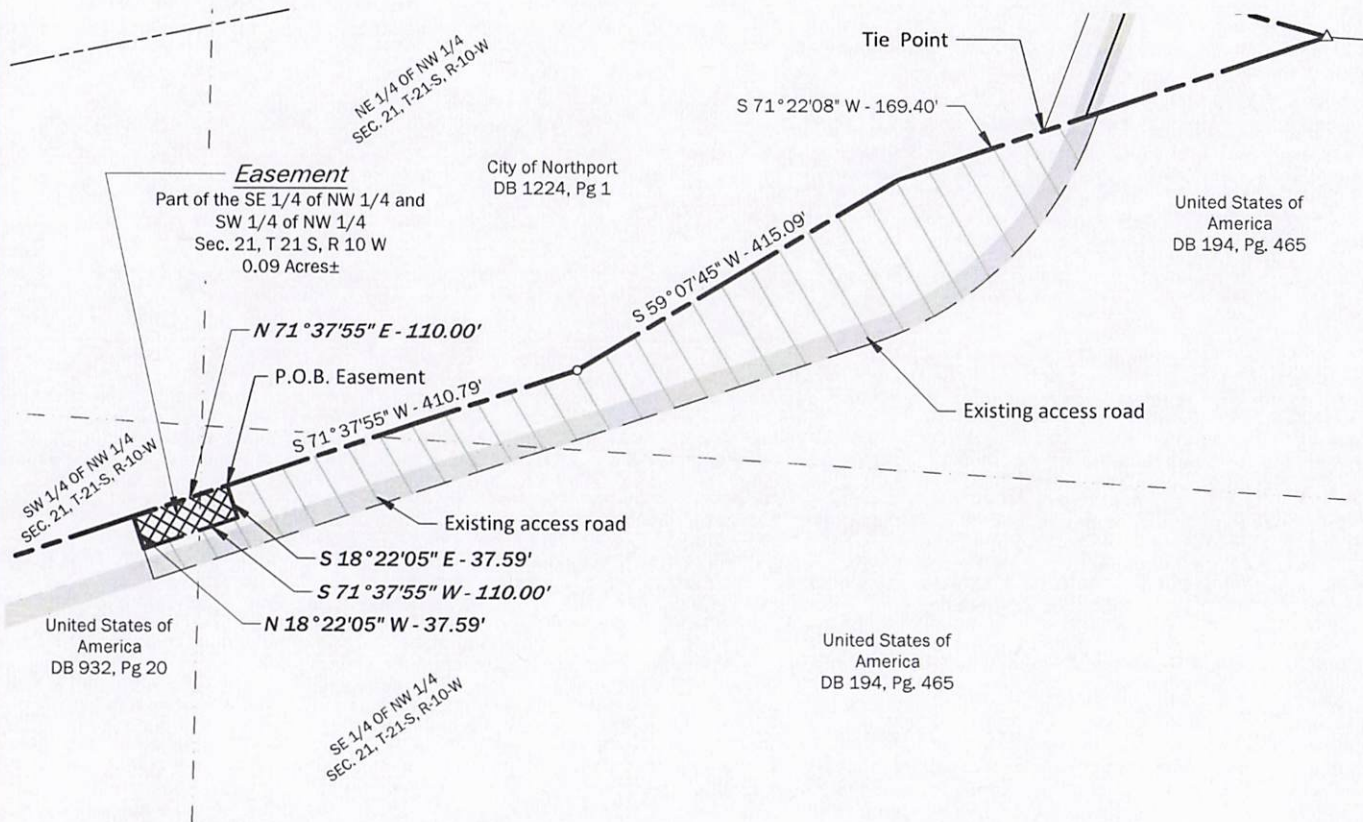
0 200'
SCALE IN FEET



Exhibit B
DACW01-2-25-0040



Section Tie Detail
not to scale



TTL

3516 Greensboro Avenue | Tuscaloosa, AL 35401
205.345.0816 | www.ttlusa.com

City of Northport
River Run Park At Northport Shores
CITY OF NORTHPORT
KENTUCK PARK ROAD
NORTHPORT, ALABAMA

Revision Description	
No.	Date
1	5/1/2025
2	5/5/2025
Revisions per review comments	
Revisions per review comments	
Drawn By: G N F	
Date: 4/28/2025	
Checked By: E M H	
Proj. No.: 23-01-1534 00	
File Name: 23-1534-SurveyEasements.dwg	

Sheet No.

2 of 2

EXHIBIT “B”

**DEPARTMENT OF THE ARMY
LICENSE FOR ACCESS ROAD
William Bacon Oliver Lock & Dam Project
Tuscaloosa County, Alabama
Tract 111 & 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 to utilize the W. B. Oliver Lock & Dam Road as an access road, consisting of 2.40 acres, more or less, 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 five (5) years, beginning June 1, 2025, and ending May 31, 2030, 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, 109 St. Joseph 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 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

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.

Exhibit A
DACW01-3-25-0041

License Agreement Area Description

A variable width non-exclusive License Agreement Area located in the Northeast Quarter of the Northwest Quarter; the Southeast Quarter of the Northwest Quarter and the Southwest Quarter of the Northwest Quarter of Section 21, Township 21 South, Range 10 West in Tuscaloosa County, Alabama and being more particularly described as follows:

As a Commencement Point, begin at capped rebar found (Herndon-Hicks) marking the Northeast corner of the Northwest Quarter of the Northeast Quarter of said Section 21; thence run N 86°27'22" W - 598.44 feet along the north boundary of said Section 21 to a concrete monument found; thence run N 86°33'08" W - 741.42 feet along said north boundary to a capped rebar found (cannot read); thence run N 86°29'51" W - 60.57 feet along said north boundary to a concrete monument found; thence leaving said north boundary run S 20°51'21" W - 977.70 feet to a point on the common boundary between the City of Northport and The United States of America, Oliver Lock and Dam Property; thence run N 71°22'08" E - 64.72 feet, along said common boundary, to the POINT OF BEGINNING of the easement herein described, said point located on the edge of pavement of the existing access road; thence leaving said common boundary run S 20°25'35" W - 22.70 feet, along said paving, to the point of curvature of a curve having a delta of 51°13'43" and a radius of 392.57 feet; thence run along said paving and said curve for an arc distance of 351.00 feet (Chord bearing of S 46°02'26" W - 339.43 feet) to the end of said curve, thence run S 71°39'18" W - 839.80 feet, along said paving, to a point; thence crossing said paving run N 18°22'05" W - 35.44 feet to a point; thence run N 71°37'55" E - 110.00 feet to a point; thence run N 18°22'05" W - 37.59 feet to a point on the aforesaid common boundary; thence run N 71°37'55" E - 410.79 feet, along said common boundary, to a rebar found; thence run N 59°07'45" E - 415.09 feet, along said common boundary, to a point; thence run N 71°22'08" E - 234.12 feet, along said common boundary, to the Point of Beginning. The total Licensed Area consisting of 2.40 acres, more or less, and being a part of Parcel 2 (2.00 acres), and Tract 111 (0.40 acres), of the W.B. Oliver Lock & Dam Project.

NOTES:

1. This is not a property boundary survey.
2. All bearings are to Grid North as established by global positioning, based on ALDOT 5 DIV OFF CORS ARP Station (PID DI2228).
 - 2.1. Horizontal Datum: Alabama State Plane, West Zone, NAD83(2011), U.S. Feet
 - 2.2. Vertical Datum: NAVD88, U.S. Feet
3. This survey and drawing was completed without the benefit of a title search or opinion. Therefore, there may be easements and rights-of-ways that are not shown on this drawing.

I, Steven G. Faulkner, a Licensed Professional Land Surveyor of the firm of TTL, Inc., Tuscaloosa, Alabama, hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards for Surveying in the State of Alabama, to the best of my knowledge, information, and belief.

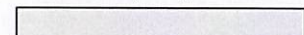
WITNESS my hand on this the 5th day of May, 2025.



Steven G. Faulkner, PLS
Alabama License No. 24329



SURVEY LEGEND

	BOUNDARY LINE
	RIGHT-OF-WAY
	PROPERTY LINE
	IRON PIPE / PIN FOUND
	CAPPED REBAR FOUND
	CONCRETE MONUMENT SET
	CONCRETE MONUMENT FOUND
	AXLE FOUND
	PINE KNOT FOUND
	CAPPED REBAR SET
	COE - DAM MONITOR MONUMENT
SEC	SECTION
T	TOWNSHIP
R	RANGE
R.O.W.	RIGHT-OF-WAY
M.B.L.	MINIMUM BUILDING LINE
PB.	PLAT BOOK
DB.	DEED BOOK
PG.	PAGE
()	RECORD DIMENSION
	ASPHALT PAVEMENT

TTL

3516 Greensboro Avenue | Tuscaloosa, AL 35401
205.345.0816 | www.ttlusa.com

City of Northport
River Run Park At Northport Shores

KENTUCK PARK ROAD
NORTHPORT, ALABAMA

Sheet Title
Exhibit A
License Agreement Area Description

No.	Date	Revision Description
1	5/1/2025	Revisions per review comments
2	5/5/2025	Revisions per review comments

Drawn By: G N F
Date: 4/28/2025
Checked By: E M H
Proj. No.: 23-01-1534.00
File Name: 23-1534_SurveyEasements.dwg

Sheet No.

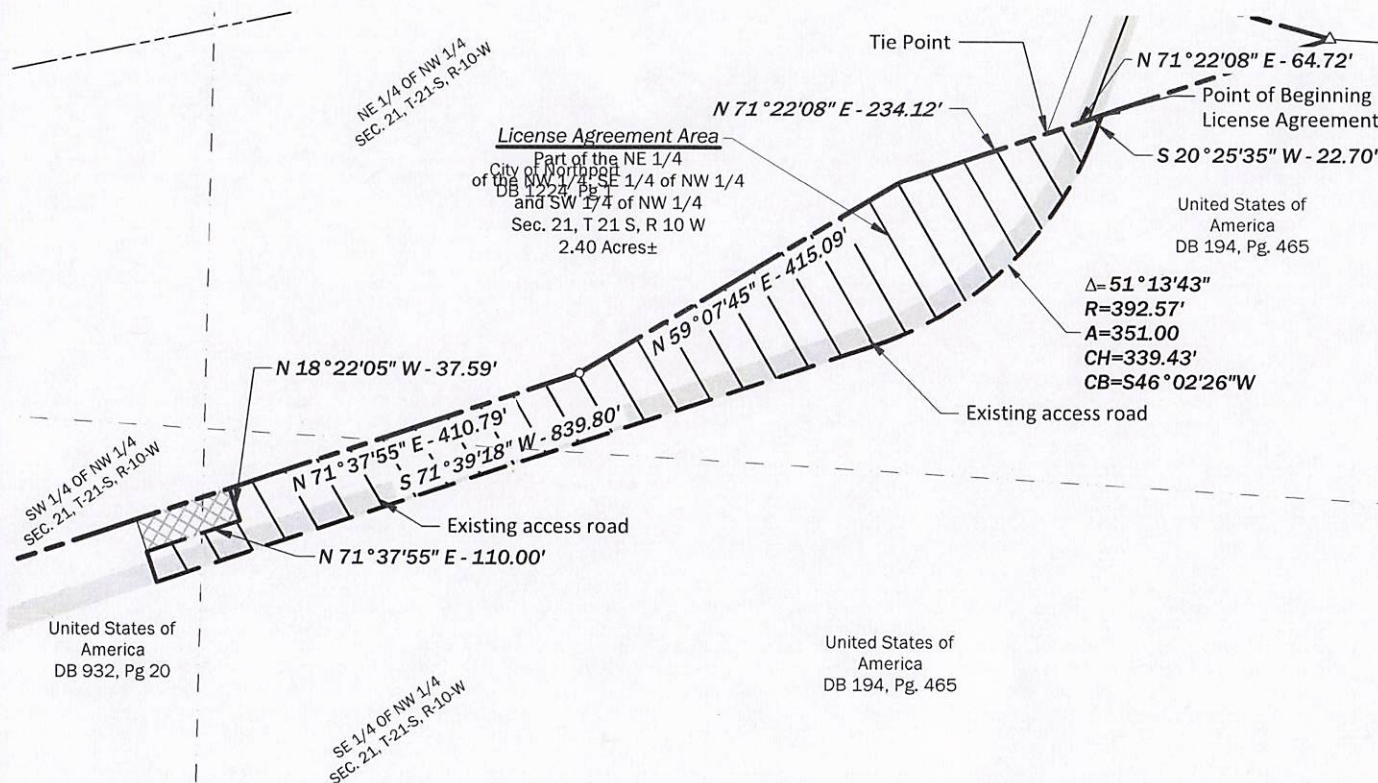
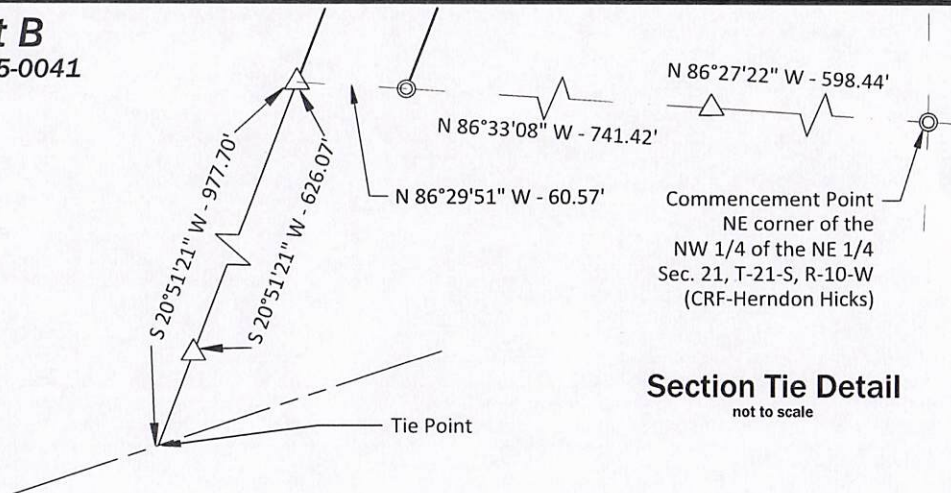
1 of 2

0 200'
SCALE IN FEET



Exhibit B

DACW01-3-25-0041



TTL

3516 Greensboro Avenue | Tuscaloosa, AL 35401
205.345.0816 | www.ttlusa.com

City of Northport River Run Park At Northport Shores

KENTUCK PARK ROAD
NORTHPORT, ALABAMA

Exhibit B License Agreement Area Description

No.	Date	Revision Description
1	5/1/2025	Revisions per review comments
2	5/5/2025	Revisions per review comments

Drawn By: G N F
Date: 4/28/2025
Checked By: E M H
Proj. No.: 23-01-1534.00
File Name: 23-1534_SurveyEasements.dwg

Sheet No.

2 of 2



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

AGENDA ITEM NO. 9.b.12.

MEETING DATE: June 16, 2025

SUBJECT: Resolution authorizing the City Administrator to enter into an agreement with The Municipal Software Group, LLC

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Malorie Mixon

Approved By: Teresa Brown

Summary:

The Municipal Software Group, LLC will provide the MSG Municipal Court Manager, the latest version of software designed to run a court as it is currently installed in 150 other Alabama Municipalities and includes installation, training, data transfer, and 1 year of support.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-17-000-50127 Amount: \$10,500.00

Motion for Consideration:

Adopt the resolution authorizing the City Administrator to enter into an agreement with Municipal Software Group, LLC in the amount of \$10,500.00.

RESOLUTION NO. 25-

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH MUNICIPAL SOFTWARE GROUP, LLC

WHEREAS the City of Northport would like to enter into an agreement with Municipal Software Group, LLC, and

WHEREAS the agreement will provide the MSG Municipal Court Manager, the latest version of software designed to run a court as it is currently installed in 150 other Alabama Municipalities and includes installation, training, data transfer, and 1 year of support.

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 an agreement with Municipal Software Group, LLC in the amount of \$10,500.00.

RESOLVED AND DONE THIS 16TH DAY OF JUNE 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

Christy Bobo, Its President

ATTEST:

Glenda D. Webb, City Administrator

Reading: June 16, 2025

Motion: _____

Second: _____

Municipal Software Group, LLC

P.O. BOX 2521 AUBURN, AL 36831-2521

1 (334) 821-1330

...Excellence in Alabama Municipal Software and Support

municipalsoftware@outlook

Agreement between

The Municipal Software Group, LLC

and

The City of Northport, Alabama

May 30, 2025

Agreement

The Municipal Software Group, LLC (MSG) located at 2174 Tamplin Drive Auburn, AL 36832 with a mailing address of P.O. Box 2521, Auburn, AL agrees to provide the City of Northport, Alabama (City) with the MSG Municipal Court Manager. The MSG Municipal Court Manager is MSG's latest version of software designed to run a court as it is currently installed in 150 other Alabama Municipalities.

The City agrees to provide access to its choice of its own Microsoft Windows™ Based Computer System (server, desktop, or virtual) to MSG for the purpose of installation and updating.

The City agrees to provide MSG with their current court data in a readable format such as flat file (CSV or Fixed Length) or an SQL Database for the purpose of data transfer to the MSG Municipal Court Manager. Legacy data fields that do not match MSG data fields will be placed in a notation record.

MSG agrees to adequately train Court Personnel. Training is done through remote desktop with as many sessions as the City needs as defined by the City. Training is never over as it becomes ongoing support in which any of the City's Personnel may access the MSG support phone line or email.

The MSG Municipal Court Manager is fully integrated with Two Credit Card Processors (Govtportal.com and I3 Verticals). Fully integrated means that MSG can take Credit/Debit card payments from a particular credit card device (chip reader/tap to pay) in the office. The payable cases are also published to a website in real time for users to pay online. Hourly, the website is checked and payments received are processed in the MSG System. MSG also can partially integrate with most credit card processors. A complete file that contains data regarding payable cases is regularly exported from MSG to the City's server. Any vendor the city authorizes may pick up that file and use it to publish to a website for online payments. Any payments taken on a website or locally would then need to be manually entered into MSG.

The City agrees to pay MSG the sum of \$10,500 within 30 days of its full acceptance of the MSG Court Management Software. (Full acceptance is defined as meeting the expectations of the City).

MSG agrees to include in the initial price: installation, training, data transfer and 1 year of support. Support includes unlimited telephone support, customizations, unlimited licenses, interfaces with some other software vendors and all upgrades. Support after the first year is \$4800 per year. This rate is guaranteed by MSG for 3 years from the beginning of the agreement. The City may cancel the agreement at any time and receive a prorated refund of monies already paid. The liability of MSG is limited to the sum of the amounts the City has already paid.

AGREEMENT AND ORDER FORM
Municipal Software Group, LLC
City of Northport, Alabama

Customer Name and Address: Teresa Brown, Court Clerk Northport Municipal Court 3721 26 th Avenue Northport, AL 35473	Customer Billing Address: City of Northport 3721 26 th Avenue Northport, AL 35473	Customer Site Location: City of Northport Municipal Court
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Quantity	Part Number	Description	Price
1	MCM02	Municipal Court Manager	\$9,000.00
1	DTAXFER	Legacy Data Transfer	\$1,500.00
	Total Software and Services:		\$10,500.00

NOTE: Software maintenance, support and updates for the first 12 months are included in the Purchase price. After the first year, Software Maintenance will be billed. The present rate is \$4800 per year. Legacy Data Transfer assumes the ability to access the legacy data.

The City of Northport

Name: _____

Title: _____

Municipal Software Group, LLC

Name: Daryl Rotta

Title: Manager

Signature: _____

Date: _____

Signature: _____

Date: _____



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

AGENDA ITEM NO. 9.c.1.
MEETING DATE: June 16, 2025
SUBJECT: Minutes, June 2, 2025

Unfinished Business:
Public Hearing:

New Business:
First Reading:

Consent Agenda: X
Second Reading:

Prepared By: Malorie Mixon

Approved By: Glenda Webb

Summary:

The attached document includes the minutes from the June 2, 2025 Council Meeting. This meeting took place in the Council Chambers at Northport City Hall.

Recommendation:

Approve

Funding Source/GL Code:

Motion for Consideration:

Approval of consent agenda will approve the official minutes from the June 2, 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, June 2, 2025** at Northport City Hall, located at 3500 McFarland Blvd, Northport, AL, 35476, in the Council Chambers. The invocation was offered by Mayor Hinton and President Bobo led the assembly in the Pledge of Allegiance. Upon roll call, the following were found to be present: Pro Tem Washington, Councilman Wiggins, Councilman Aiken, Councilwoman Dykes and President Bobo. Also present at tonight's meeting, Mayor Hinton and City Administrator Webb.

PRESENTATIONS

Mayor Hinton presented Next Level Automotive Detailing with a proclamation recognizing Business of the Month.

APPROVAL OF AGENDA

Motion by Pro Tem Washington, **Second** by Councilman Aiken to approve the agenda for June 2, 2025, with the addition of an **Executive Session to discuss pending litigation. 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

Representative Bolton - Public Input Regarding Warrior Toll Bridge Acquisition.

UNFINISHED BUSINESS

Motion by President Bobo, **Second** by Pro Tem Washington to adopt **Permanent Resolution 25-93 dedicating right-of-way along Park Street in the City of Northport.** the City Council wishes to dedicate a permanent right-of-way for property owned by the City of Northport located at 2001 Park Street located within the corporate limits of the City of Northport; and the purpose for said right-of-way is, in the event there is a need for future improvements on or along Park Street, the City may lay, construct, install, repair, maintain, operate, use, remove, change the size of, relocate and replace at will, the street, sidewalks, any sanitary sewer, municipal storm sewer, drainage courses, ditches, swales, storm water inlets, pipes, conduits, other storm water facilities and such utility lines, pipes, conduit or cable of such size and character as the City may elect; and the City Council is of the opinion that this dedication of right-of-way is necessary for any future improvements on or along Park Street. **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 Pro Tem Washington, **Ordinance Ordering Demolition of an Unsafe Structure located at 1203 EJ James Jr. Parkway.** The Chief Building Official has found that the structure located at 1203 EJ James Jr. Parkway is unsafe and dangerous to public health. We are recommending the structure be demolished. All necessary procedures have been followed pursuant to Act No. 80-410.

First Reading, Offered by Councilman Wiggins, **Ordinance Ordering Demolition of an Unsafe Structure Located at 1204 10th Street.** The Chief Building Official has found that the structure located at 1204 10th Street is unsafe and dangerous to public health. We are recommending the structure be demolished. All necessary procedures have been followed pursuant to Act No. 80-410.

First Reading, Offered by Councilman Aiken, **Ordinance amending the Northport Municipal Code pertaining to Fees for Public Improvement, Assessments, and Property Information Letters.** By adoption of Ordinance 2227, the City Council recently updated Chapter 66, Article I, Sec. 66-1 of the Northport Municipal Code pertaining to fees for public improvement, assessments and property information letters. Due to fire code violations being requested regularly with most assessment letter requests, city staff respectfully requests that a \$25.00 fee be included on the option chart for the assessment requests. This amendment was recommended by the Finance Committee at their regular meeting of May 19, 2025.

Motion by President Bobo, **Second** by Pro Tem Washington to adopt **Resolution 25-94 requesting an amendment to the Project Development Agreement for Diamond Jim's & Mrs. Donnas of Northport, LLC.** Representatives of Diamond Jim's and Mrs. Donnas of Northport, LLC have requested an amendment to their Project Development Agreement adopted by Council on October 2, 2023, by Resolution 23-201. Diamond Jim's and Mrs. Donnas of Northport, LLC are requesting a 12-month extension and anticipate they will open by October 3, 2026. The request is due to extenuating circumstances experienced over the past year that have delayed the development of the Northport restaurant. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by Councilwoman Dykes, **Second** by Pro Tem Washington to adopt **Resolution 25-95 requesting amendment to the lease agreement between the City of Northport and the Black Warrior Model Railroad Society, Inc.** Mr. Max Smith, President of the Black Warrior Model Railroad Society, Inc. has requested an amendment to the current lease agreement with the Black Warrior Model Railroad Society, Inc. adopted by Council on August 19, 2019 by Resolution 19-86. The requested amendments will be to paragraph "(3) Terms" extending the agreement until December 31, 2035, and paragraph "(13) Cleanliness" of the lease agreement. The Black Warrior Model Railroad Society requests that the City of Northport accept the responsibility of regular maintenance of the lawn and landscaping of the premises and the extension of the agreement for ten (10) years. **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 25-96 reappointing a member to the Northport Redevelopment Authority.** Mr. Jheovanny Gomez's current term on the Northport Redevelopment Authority expired June, 2024. The attached resolution will reappoint Mr. Gomez to the Northport Redevelopment Authority for a six-year term. Mr. Gomez has agreed to serve the city in this capacity, and his term will expire in June 2031. This was recommended by the Administrative Committee at their regular meeting of May 19, 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.**

Motion by Pro Tem Washington, **Second** by Councilman Wiggins to adopt **Resolution 25-97 appointing a member to the Northport Redevelopment Authority.** Mr. Ricky Sherrod's term on the Northport Redevelopment Authority expired in June 2024. The attached resolution will appoint Mr. Joe Biggs, Jr. to Mr. Sherrod's vacancy. Mr. Biggs has agreed to serve the city in this capacity. His term will expire in June 2031. This was recommended by the Administrative Committee at their regular meeting of May 19, 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.**

Motion by Councilman Wiggins, **Second** by Pro Tem Washington to adopt **Resolution 25-98 appointing a member to the Northport Redevelopment Authority.** Mr. Steve Steele is resigning from the Northport Redevelopment Authority due to a recent increase in his travel schedule. Mr. Steele was an excellent board member and served honorably and with distinction in his dedication to the Board. Trevor Sprowl has expressed interest in serving on the Board. The attached resolution will appoint Mr. Trevor Sprowl to fill the unexpired term of Mr. Steele. Mr. Sprowl has agreed to serve the city in this capacity. His term will expire June, 2026. This appointment was recommended by the Administrative Committee at their regular meeting of May 19, 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.**

Motion by Councilwoman Dykes, **Second** by Pro Tem Washington to adopt **Resolution 25-99 appointing a member to the Northport Redevelopment Authority.** Mr. Kevin Almond is resigning from the Northport Redevelopment Authority due to a recent increase in his travel schedule. Mr. Almond was an excellent board member and served honorably and with distinction in his dedication to the Board. Ms. Beth Almond has expressed interest in serving on the Board. The attached resolution will appoint Ms. Beth Almond to fill the unexpired term of Mr. Almond. Ms. Almond has agreed to serve the city in this capacity. Her term will expire in June 2028. This appointment was recommended by the Administrative Committee at their regular meeting of May 19, 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.**

Motion by President Bobo, **Second** by Councilwoman Dykes to adopt **Resolution 25-100 reappointing Northport Municipal Court Judge.** This reappoints Mr. Paul Patterson as the Northport Municipal Judge for a two-year term as allowed by Alabama Code Section 12-14-30. He shall continue in this position until a successor has been appointed and qualified by the Northport City Council. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by President Bobo, **Second** by Councilman Wiggins to adopt **Resolution 25-101 reappointing a City Prosecutor.** Reappoints Krebs Law as the Northport City Prosecutor for a two-year term. Krebs

Law shall continue in this position until a successor has been appointed and qualified by the Northport City Council. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by Councilwoman Dykes, **Second** by Councilman Aiken to adopt **Resolution 25-102 Authorizing the City Administrator to Execute a Proposal for Professional Services with Thompson Engineering, Inc. for Northport Dirt Road Surface Treatment and Asphalt Patching.** The scope of the services will handle the bidding and installation of surface treatment to several segments of dirt roads within the City Limits and to identify and mark the limits of asphalt patching required on various City streets. The amount of the proposal is \$18,900.00. **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 President Bobo, **Second** by Councilman Wiggins to adopt **Resolution 25-103 Authorizing the City to Award Sanford Restaurant Equipment, Inc. for Concession Stand Kitchen Equipment for River Run Park at Northport Shore.** The City of Northport solicited proposals for the concession stand kitchen equipment for River Run Park at the Northport Shore. The lowest responsible proposal was Sanford Restaurant Equipment, Inc., to provide kitchen equipment for all the concession stands within the park's boundaries. This will authorize the City Administrator to award and negotiate with the lowest responsible proposer, Sanford Restaurant Equipment, for the concession kitchen equipment for River Run Park, to not exceed \$242,277.26, and upon successful negotiation regarding the service and equipment at River Run Park, the City Administrator be authorized to execute a contract. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by President Bobo, **Second** by Pro Tem Washington to adopt **Resolution 25-104 Authorizing the City Administrator to Accept a Demonstration Grant from the 2025 AARP Community Challenge Grant Program.** Authorizing the City Administrator to accept a demonstration grant from the 2025 AARP Community Challenge grant program in the amount of \$25,000.00. The City of Northport partnered with The University of Alabama on this application and The University of Alabama will provide matching funds of up to \$10,000.00, if necessary. The funds from the 2025 AARP Community Challenge Grant will be used for crosswalk improvements at the Levee Trail across from Rice Mine Road. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by Pro Tem Washington, **Second** by Councilman Wiggins to adopt **Resolution 25-105 Authorizing the City Administrator to Execute a Change Order No. 1 with CivilWorx Construction, LLC for Tiger Park.** On April 1, 2024, the City Council authorized the City Administrator to execute a contract with CivilWorx Construction, LLC for Tiger Park. This authorizes the City Administrator to execute Change Order No. 1 with CivilWorx Construction, LLC, in the amount of \$43,585.00, to provide extra drainage and grading that is needed. **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 Pro Tem Washington to adopt **Resolution 25-106 Authorizing the City Administrator to Execute an Agreement with Capacity Sports Group, LLC for Management Operations & Maintenance for River Run Park at Northport Shore.** On May 5th, 2025, the City Council authorized the City Administrator to engage in negotiation with Capacity Sports Group, LLC for management, operations, and maintenance of River Run Park, an affiliated company of PBR Tournaments Alabama, LLC. **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 Pro Tem Washington to adopt **Resolution 25-107 for the Adoption of the Safe Streets for All Action Plan.** The City of Northport was awarded the U.S. Department of Transportation for Safe Streets for All grant for the creation of a City-wide safety action plan as it relates to transportation. The City Council previously approved the traffic safety goals for the City of Northport to strive to achieve a 25 percent reduction in fatalities and serious injury by the Year 2034. This adopts the Safe Streets for All Action Plan to be used as a reference guide in order for the

City to support the goal by striving to prioritize safety, policies, programs, and projects for the future. **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 25-108 Authorizing the City Administrator to Award and Execute a Contract with Vestre for River Run Park - Outdoor Furniture Package.** The City of Northport solicited bids for the River Run Park - Outdoor Furniture package, and the lowest responsive and responsible bidder was Vestre, in the amount of \$99,510.00. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by Councilman Wiggins, **Second** by Pro Tem Washington to adopt **Resolution 25-109 Authorizing the City Administrator to Award and Execute a Professional Service Agreement with Icy Hot Murals for the River Run Park - Package No. 7 Sign Painting.** The City of Northport solicited lump-sum bids for the custom mural artwork at River Run Park and the responsive, low, and recommended, bidder is Icy Hot Murals for the base bid in the amount of \$96,175.03. **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 Pro Tem Washington to adopt **Resolution 25-110 Authorizing Application to the Alabama Department of Environmental Management for State Revolving Funds for Wastewater Treatment Plant Outfall Relocation.** **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by Councilman Aiken, **Second** by Councilman Wiggins to adopt **Resolution 25-111 Authorizing the City Administrator to Execute Change Order No. 2 with CivilCON, LLC for the Highway 82 Pump Station, Gravity Sewer, and Force Main - Contract B: Sewer Force Main project.** Authorizes the City Administrator to execute Change Order No. 2 with CivilCON, LLC for the Highway 82 Pump Station, Gravity Sewer and Force Main - Contract B: Sewer Force Main project, for \$15,183.30. The change order scope is for prepayment requirements by the contractor, Wilson & Company, for inspection and due to site conditions, extra material was required for the railroad bore. **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 Pro Tem Washington to adopt **Resolution 25-112 Authorizing the City Administrator to Execute a Contract with Buffalo Rock Pepsi for the Pouring Rights for River Run Park at Northport Shore.** **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 25-113 Declaring Emergency and Authorizing Emergency Public Works Contract for Repairs for the Summit Drive Sinkhole and Surrounding Public Infrastructure.** This resolution declares an emergency and authorizes emergency public works contracts for the repairs to the Summit Drive sinkhole and surrounding public infrastructure. **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 25-114 Authorizing the City Administrator to Execute a Contract with CSL Services, Inc., for the Flow Monitor Testing for The Townes of North Lake Sewer Study.** Authorizes the City Administrator to execute a contract with CSL Services, Inc., in the amount of \$17,800.00, for flow monitor testing for the Townes of North Lake Sewer Study. The scope of the project will include installing flow meters and a rain gauge at locations in the TwoMile Creek Basin, and to record flow and rainfall data for a 30-day period. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

CONSENT AGENDA

Motion by Councilman Wiggins, **Second** by Pro Tem Washington to approve the Consent Agenda as printed for the June 2, 2025, Council Meeting:

1. Minutes, May 19, 2025, Regular Meeting - Glenda Webb
2. Bill Listing - Glenda Webb
3. Purchase Requisition, Rick's Service Co., LLC., in the amount of \$10,595.00, is for the annual maintenance of the generators located at 15 pump stations.
4. Purchase Requisition, ESRI in the amount of \$15,050.00 for yearly renewal.
5. Purchase Requisition, In a settlement agreement at 3218 Main Avenue, the City has agreed to provide materials to repair the existing storm sewer line. Pipe from Lee's Precast Concrete for an estimated \$7,011.00.
6. Purchase Requisition, The Public Works Department uses a high-powered pressure washer to clean its trucks and equipment on a daily basis. Ensuring the material and debris that accumulates on the trucks and equipment throughout the day is removed and not allowed to build up is necessary to keep them operating efficiently. The pressure washer being used now is over ten years old, and we have had to rebuild the pump and replace numerous parts over the past year. Delco Electric Pressure Washer, Model #65048, from Grainger for \$14,221.29, which includes shipping. This purchase will be paid for with funds generated from recycling scrap and cardboard.
7. Purchase Requisition, Electric Machine Control, Inc., in the amount of \$8,851.00, is for wiring work done in the blower building at the Wastewater Treatment Plant.
8. Purchase Requisition, The City of Northport has been awarded \$26,082.10 from the Alabama Department of Environmental Management (ADEM) through a grant from the Alabama Scrap Tire Fund to purchase recycled tire mulch to be used in the playground area at the Community Center. Rubber mulch provides excellent cushioning to absorb impacts, reducing the potential for injuries. Unlike organic alternatives, rubber mulch does not attract pests such as carpenter ants or termites. Additionally, its heavier weight makes it less likely to be scattered by wind or washed away by rain, which significantly lowers the maintenance required for upkeep. Rubber mulch has a lifespan of 10 to 15 years, whereas alternatives typically last less than half that time. Purchasing 6,075 cubic feet of rubber mulch from IMC Outdoor Living for \$38,281.00. The mulch not covered by the grant is being purchased for the new playgrounds at Civitan Park and Tiger Park, and the cost will be split between their accounts. With approval, a previous purchase requisition submitted to the Council to purchase rubber mulch from Best Rubber Mulch, LLC will be considered null and void.
9. Purchase Requisition, Electric Motor Sales & Service, in the amount of \$5,985.00, is to repair the blower in the aeration building at the Wastewater Treatment Plant.
10. Purchase Requisition, Liquid Polymer for Wastewater Treatment Plant, Zeta Solutions, LLC., \$22,632.00.

REPORTS OF SPECIAL COMMITTEES OF COUNCIL

There were no reports.

PUBLIC HEARINGS

- A. There were **no** Public Hearing items on the agenda for the **Engineering Department**.
- B. There were **two** Public Hearing items on the agenda for the **Legal Department**.
 1. **Second Reading, Ordinance dedicating the Northport Community Center Park, Northport Civitan Park, and the Hasson Community Center as public parks of the City of Northport.**
 - i. President Bobo opened the floor for item 11.b.1.
 - ii. There were no speakers.
 - iii. President Bobo closed the floor for item 11.b.1.

Motion by President Bobo, **Second** by Pro Tem Washington to adopt **Ordinance 2269 dedicating the Northport Community Center Park, Northport Civitan Park, and the Hasson Community Center as public parks of the City of Northport.** This ordinance dedicates the Northport Community Center Park, Northport Civitan Park, and the Hasson Community Center as public parks of the City of Northport. The use can not be changed in the future without a vote of the citizens of the City of Northport. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

2. **Second Reading, Resolution fixing the cost of nuisance weed abatement and authorizing the filing of a lien for property located at 1206 Main Avenue.**
 - i. President Bobo opened the floor for item 11.b.2.

- ii. There were no speakers.
 - iii. President Bobo closed the floor for item 11.b.2.
- Motion** by Pro Tem Washington, **Second** by Councilman Wiggins to adopt **Resolution 25-115 fixing the cost of nuisance weed abatement and authorizing the filing of a lien for property located at 1206 Main Avenue.** Resolution fixing the cost of nuisance weed abatement and authorizing the filing of a lien for property. The nuisance was abated at the City’s effort and expense in the amount of \$1,565.00, and the property owner has failed to reimburse the City after multiple notices of the nuisance and abatement. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**
- C. There were **two** Public Hearing items on the agenda for the **Planning & Inspection Department.**
 - 1. **Second Reading, Ordinance Ordering Demolition of an Unsafe Structure located at 1603 7th Street.**
 - i. President Bobo opened the floor for item 11.c.1.
 - ii. There were no speakers.
 - iii. President Bobo closed the floor for item 11.c.1.

Motion by Pro Tem Washington, **Second** by Councilman Wiggins to **TABLE Ordinance Ordering Demolition of an Unsafe Structure located at 1603 7th Street to July 14, 2025.** The Chief Building Official has found that the structure located at 1603 7th Street is unsafe and dangerous to public health. The City Council agreed to table this item on March 3, 2025, for a 90-day extension. During this time, the owner has obtained a building permit, submitted a list of repairs to be completed, and has begun work to bring the structure up to building code. The owner has made progress, but the work has not been completed. All necessary procedures have been followed pursuant to Act No. 80-410.

Roll call was as follows: Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**
 - 2. **Second Reading, Ordinance Ordering Demolition of an Unsafe Structure located at 3905 Hunter Creek Road.**
 - i. President Bobo opened the floor for item 11.c.2.
 - ii. Mrs. Newman, 4005 Hunter Creek Road, owner, lives next door. Thanked staff for the guidance they have provided and looks forward to continuing the work.
 - iii. President Bobo closed the floor for item 11.c.2.

Motion by Pro Tem Washington, **Second** by Councilman Wiggins to adopt **TABLE Ordinance Ordering Demolition of an Unsafe Structure located at 3905 Hunter Creek Road to September 8, 2025.** The Chief Building Official has found that the structure located at 3905 Hunter Creek Road is unsafe and dangerous to public health. The City Council agreed to table this item on March 3, 2025, for a 90-day extension. During this time, the owner has obtained a building permit, submitted a list of repairs to be completed, and has begun work to bring the structure up to building code. The owner has made progress, but the work has not been completed. All necessary procedures have been followed pursuant to Act No. 80-410.

Roll call was as follows: Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**
- D. There was one Public Hearing items on the agenda for the **Police Department.**
 - 1. **ABC License for King Hope LLC dba Texaco Food Mart on behalf of Ahmad Malik located at 5210 Highway 69 North**
 - i. President Bobo opened the floor for item 11.b.1.
 - ii. There were no speakers.
 - iii. President Bobo closed the floor for item 11.b.1.

Motion by Pro Tem Washington, **Second** by Councilman Wiggins to approve **ABC License for King Hope LLC dba Texaco Food Mart on behalf of Ahmad Malik located at 5210 Highway 69 North.** **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

CITY ADMINISTRATOR’S BUSINESS

Buffalo Rock Company press conference at River Run Park Tuesday, June 3, 2025 at 3:15 pm.

DEPARTMENTAL BUSINESS

There was none.

MAYOR AND COUNCIL MEMBER’S BUSINESS

Mayor Hinton – Thanked staff.

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

Pro Tem Washington, District 2 – Reminded citizens that Focus and the Boys and Girls Clubs are still available for use.

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

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

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

Motion by Councilman Wiggins, **Second** by Pro Tem Washington to **adjourn the meeting into Executive Session** to discuss **Pending Litigation**. This session should take no longer than 20 minutes. It is anticipated that the council will not take action after the Executive Session is concluded. **Roll call was as follows:** Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Council **adjourned** into **Executive Session** at **6:14 p.m.**

Council **reconvened** into **Regular Meeting** at **6:35 p.m.** with no action needed to be taken.

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

There being no further business to come before the Council, the meeting was **adjourned** at **6:35 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: June 16, 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.



Payment Dates 5/29/2025 - 6/11/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Misfitts LLC	INV0030303	06/04/2025	Tract 28 - Main Avenue	400.00
Tony Blake Arledge	INV0029907	05/28/2025	Tract 13 - Main Avenue	40,963.20
Tamaria Colemon	INV0029796	05/23/2025	NPCC Security Deposit Refund...	100.00
FastSigns of Tuscaloosa	2032-30389	05/28/2025	Public Improvement Street Si...	1,229.53
Vanessa Hopkins	INV0029835	05/28/2025	NPCC Security Deposit Refund...	100.00
Shenice Robinson	INV0030195	06/03/2025	NPCC Security Deposit Refund...	100.00
Maggie Dale	INV0030200	06/03/2025	NPCC Security Deposit Refund...	100.00
Jeanette Wilson	INV0030201	06/03/2025	NPCC Security Deposit Refund...	100.00
Shjuan Crockett	INV0030202	06/03/2025	NPCC Security Deposit Refund...	100.00
				43,192.73

Department: 13 - Mayor & City Council

Chamber of Commerce of We...	75059	05/23/2025	Invoice-Chamber-Knoxville Be...	750.00
Verizon	6114256435ADMIN	06/04/2025	ACCT 423469999-00001	291.56
Tuscaloosa County High School	INV0029843	05/28/2025	Baseball	1,000.00
Tuscaloosa County High School	INV0029845	05/28/2025	Softball	1,000.00
Warrior Baseball Association	INV0029848	05/28/2025	ADMIN - Dist Dev Funds	1,000.00
				4,041.56

Department 13 - Mayor & City Council Total: 4,041.56**Department: 15 - Administrative**

Sam's Club - Commercial Credit	INV0030158	06/02/2025	Membership Renewal	50.00
U.S. Postal Service	INV0030050	05/30/2025	Postage by Phone - Admin	13.11
Midstates Petroleum Company	INV0029838	05/28/2025	Acct 10211 Admin	931.54
Lowe's Home Centers Inc.	84131	05/19/2025	CREDIT PO 25-2645	-32.58
ABC Fire Equipment Inc.	083687	05/22/2025	City Hall- 6-yr extinguisher ma...	526.43
GameTime	PJI-0269809	05/28/2025	Playground Equipment - Tiger...	35,388.81
Christie Cantrell	48697	05/22/2025	Reimbursement- Christie Cant...	27.22
Walmart	00942	05/28/2025	Walmart-PW Appreciation Day..	142.24
Spire	INV0029893	05/28/2025	3401 Main Ave C 0420679877	221.27
Spire	INV0029880	05/28/2025	512 Main Ave 4973862222	8.30
Verizon	6114256435ADMIN	06/04/2025	ACCT 423469999-00001	255.47
Sequel Electrical Supply	930442831	05/28/2025	Welcome to Northport sign - ...	76.13
Staples Business Advantage	6032819271	05/28/2025	ADMIN - Copy Paper	552.86
Stericycle Inc.	8010889104	06/04/2025	Payee #1000280675	144.95
Super Sports Sporting Goods L...	7379	06/03/2025	CON Tshirt with new logo	881.25
Northport Gazette The	INV0030237	06/04/2025	adv ord 2266 electronic vote ...	118.35
Northport Gazette The	INV0030273	06/04/2025	advertise notice of election 2...	126.90
Northport Gazette The	INV0030279	06/04/2025	Congrats 2025 Seniors Northp...	200.00
Award Company of America L...	63111	06/03/2025	Trophies for PW Day	24.00
Southern Tire Mart LLC	2090092286	06/02/2025	IT #7417 - tires, sensors & alig...	832.78
Eatmybeats Inc.	87791	06/03/2025	June Groove and Grub_Stage ...	4,275.00
Cintas	4232464397	06/04/2025	Payer # 14353428	75.86
				44,839.89

Department 15 - Administrative Total: 44,839.89**Department: 16 - Legal**

Northport Gazette The	INV0029885	05/28/2025	Adv. for proposed Ordinance - ...	59.40
Northport Gazette The	INV0029887	05/28/2025	Public Hearing Ad for Weed Li...	65.70
Staples Business Advantage	6032819270	05/28/2025	Toner Cartridges	556.95
Mary Virginia Buck	INV0030002	05/29/2025	Retainer Services - June 2025	350.00
				1,032.05

Department 16 - Legal Total: 1,032.05**Department: 17 - Municipal Court**

U.S. Postal Service	INV0030053	05/30/2025	Postage by Phone - Court	167.67
Northport Auto Supply Co. Inc.	100946918	06/03/2025	PD #2678 - CV axles & hubs	680.01
Michael Eidson Attorney at L...	INV0029903	05/28/2025	Correction - April 2025	176.00
Law Office of Angela M Morri...	INV0029904	05/28/2025	Correction - April 2025	1,936.61
Staples Business Advantage	6032819263	05/28/2025	Supplies	115.41

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Payment Dates: 5/29/2025 - 6/11/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Midstates Petroleum Company	INV0029837	05/28/2025	Acct 10212 Court	192.18
Paul W. Patterson II P.C.	INV0030003	05/29/2025	Judicial Services - Municipal J...	5,934.35
Krebs Law LLC	INV0030005	05/29/2025	Judicial Services City Prosecut...	3,934.35
District Attorney Restitution R...	INV0030292	06/04/2025	May 2025	181.63
The Parsons Firm PC	INV0030293	06/04/2025	May 2025	245.58
Michael Eidson Attorney at L...	INV0030299	06/04/2025	May 2025	577.50
Catalis Court & Land Records L...	INV308352302	06/03/2025	Syscon Court Clerk Maintenan...	6,696.41
Cira L. Woolbright	INV0030281	06/04/2025	Translator	140.00
State Judicial Administration F...	INV0030291	06/04/2025	May 2025	5,278.07
Alabama Peace Officer's Annui...	INV0030294	06/04/2025	May 2025	2,748.00
Alabama Crime Victims Comp...	INV0030295	06/04/2025	May 2025	1,428.00
Alabama Comptroller's Office	INV0030296	06/04/2025	May 2025	37,932.29
Circuit Clerk's Judicial Adminis...	INV0030297	06/04/2025	May 2025	1,327.69
The Citizenship Trust Fund	INV0030298	06/04/2025	May 2025	573.00
Presiding Circuit Judges' Judici...	INV0030300	06/04/2025	May 2025	1,322.60
Solicitor's Fund	INV0030301	06/04/2025	May 2025	9,613.54
Department 17 - Municipal Court Total:				81,200.89

Department: 22 - Information Technology

AlienVault Inc.	AVI21279238	05/22/2025	CONSENT 4/21/25 9C6 IT SIEM..	17,447.40
A T & T	0229591012	05/20/2025	831-001-2247 676	850.20
A T & T	1358872018	05/20/2025	831-001-3720 096	546.92
A T & T	1893371012a	05/20/2025	831-001-2475 849 GF	752.36
A T & T	1893371012a	05/20/2025	831-001-2475 849 GF	1,922.04
Comcast Cable	INV0029611	05/20/2025	1781 Harper Rd 8396 90 014 ...	65.76
Spectrum Business	177395401051425	05/28/2025	13205 Martin Rd SPUR 17739...	119.99
Comcast Cable	INV0029892	05/28/2025	1101 MLK 8396 90 014 02071...	151.21
VC3 INC.	VC3-202953	05/28/2025	IT - Monthly Backups	2,240.00
Comcast Cable	INV0029854	05/28/2025	3500 McFarland Blvd OFC 839...	468.91
J & J Telephone Inc.	703373	05/30/2025	Acct 28228	6,232.44
T-Mobile US Inc.	INV0030061	05/30/2025	Acct 976900299	236.72
AllStar Service Pros. LLC	10282	05/30/2025	IT - Work done at NPD	190.00
Vision Security Technologies	29097	05/29/2025	Honeywell 266 ft. Rail Hold up...	515.30
Vision Security Technologies	29098	05/29/2025	Transmitter and Receiver with...	534.58
Verizon	6114256435IT	06/04/2025	ACCT 423469999-00001	210.66
Comcast Cable	INV0030247	06/04/2025	5410 Hwy 69 N 8396 90 014 0...	526.16
J & J Telephone Inc.	704025	05/30/2025	Acct 29956	507.15
Tammie Rundles	3137	05/29/2025	Reimbursement -Lyft Rides fr...	14.44
Tammie Rundles	3137	05/29/2025	Parking Deck Fees 5/12-5/16/...	60.00
Tammie Rundles	3137	05/29/2025	Baggage check 5/12/25	35.00
Tammie Rundles	3137	05/29/2025	Baggage Check 5/15/25	35.00
Tammie Rundles	3137	05/29/2025	5/16/25 Friday Supper Meal R...	15.18
Tammie Rundles	3137	05/29/2025	IT - Employee Reimbursement...	30.48
CivicPlus LLC	338720	06/02/2025	IT - Website AudioEye	4,500.00
J & J Telephone Inc.	73364GK	06/02/2025	IT - Fax Line ATA's	2,819.25
Peerless Network	76454	06/02/2025	Acct CITYOFNO4051	429.57
New Horizons Communication...	C137212	06/03/2025	052725 C779914 CITY OF NOR...	135.08
Bion Security LLC	1325	06/02/2025	CONSENT AGENDA - 4/7/25 -...	29,696.50
Amazon Capital Services	1QR4-16NR-4N7G	06/03/2025	IT - Council Chambers iPad AV...	15.00
Department 22 - Information Technology Total:				71,303.30

Department: 25 - Finance

U.S. Postal Service	INV0030054	05/30/2025	Postage by phone - Finance	227.01
U.S. Postal Service	INV0030054	05/30/2025	Postage by phone - Finance	1,039.42
Verizon	6114256435FIN	06/04/2025	ACCT 423469999-00001	201.27
Department 25 - Finance Total:				1,467.70

Department: 26 - Human Resources

U.S. Postal Service	INV0030055	05/30/2025	Postage by Phone - HR	104.61
Verizon	6114256435HR	06/04/2025	ACCT 423469999-00001 HR	120.64
United States Treasury	INV0030064	05/30/2025	63-6001330 Form 720 2nd Qu...	2,167.06

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Payment Dates: 5/29/2025 - 6/11/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Cobbs Allen & Hall Inc.	82292	06/04/2025	Monthly Fee June 2025	1,250.00
Department 26 - Human Resources Total:				3,642.31
Department: 28 - Planning & Inspections				
U.S. Postal Service	INV0030056	05/30/2025	Postage by Phone - PZBI	721.64
Northport Gazette The	INV0030269	06/04/2025	University Beach Legal Ad & Q...	165.00
Verizon	6114256435PZ	06/04/2025	ACCT 423469999-00001	445.52
Northport Gazette The	INV0030267	06/04/2025	adv ord 2265 amend apend b ...	95.40
Northport Gazette The	INV0030271	06/04/2025	adv ord 2268 amend zoning o...	118.80
Northport Gazette The	INV0030275	06/04/2025	adv ord 2267	148.05
Northport Gazette The	INV0030277	06/04/2025	PZC Agenda Ad - 6.10.25	178.20
Department 28 - Planning & Inspections Total:				1,872.61
Department: 32 - Engineering				
U.S. Postal Service	INV0030051	05/30/2025	Postage by Phone - Engineering	106.04
Misfitts LLC	INV0030303	06/04/2025	Tract 28 - Main Avenue	100.00
Tuscaloosa Blueprinting & Rep...	INV-13797	06/02/2025	RRP Grand Opening Prints	274.00
Tony Blake Arledge	INV0029907	05/28/2025	Tract 13 - Main Avenue	10,240.80
Verizon	6114256435ENG	06/04/2025	ACCT 423469999-00001	563.80
Tuscaloosa Blueprinting & Rep...	INV-15163	06/03/2025	RRP Fans	505.00
Global HR Research LLC	20256-85216	06/04/2025	New Hire Background Checks	43.04
Department 32 - Engineering Total:				11,832.68
Department: 33 - Police				
OffenderWatch	63827	05/20/2025	sex offender notification	222.65
U.S. Postal Service	INV0030057	05/30/2025	Postage by Phone - PD	23.02
Galls LLC	031169531	05/21/2025	Blanket - Galls	105.48
Midstates Petroleum Company	INV0029836	05/28/2025	Acct 10208 Police	15,125.13
Amazon Capital Services	179R-7H76-MRXN	05/28/2025	USB Car chargers	189.60
Motorola Solutions Inc.	8230519314	05/29/2025	AGENDA APPROVED 5.19.25	61,499.00
Motorola Solutions Inc.	8230519544	05/29/2025	AGENDA APPROVED 5.19.25	6,831.89
Gulf States Distributors Inc.	1488304-IN	05/21/2025	Duty Belt - S. Cockrell	1,148.00
Pinnacle Networx LLC	PNXQ25502	05/21/2025	Brother PocketJet 862 Printer ...	1,267.00
Mobile Communications Amer...	1037000041-1	05/29/2025	PD Explorer Build difference	770.01
Mobile Communications Amer...	1037000041-1b	05/29/2025	AGENDA 1.21.25 - PD 2025 Ex...	33,839.10
Alabama Association of Chiefs...	20845	05/21/2025	Chief's Dues - Carpenter	100.00
Tuscaloosa County Commission	0632	05/28/2025	Decedent Transport	520.00
Warrior Energy	D85058	05/19/2025	PD Vehicles- Case Oil, Grease,...	2,633.20
Galls LLC	031327506	05/28/2025	Shirts and boots - BLANKET	60.20
ABC Fire Equipment Inc.	083702	05/22/2025	PD- 6-yr extinguisher mainten...	512.24
ABC Fire Equipment Inc.	083704	06/02/2025	PD (Lake Lurleen)- 6-yr extingui...	418.40
ABC Fire Equipment Inc.	083705	06/02/2025	PD (Martin Spur)- 6-yr extingui...	418.40
Galls LLC	031339944	05/28/2025	BLANKET - Galls	288.00
Walmart	INV0030012	05/29/2025	TV mount for upstairs confere...	39.97
VC3 INC.	VC3-202954	05/28/2025	Desktop Backup Software	150.00
Mobile Communications Amer...	1037000044-1	05/28/2025	AGENDA 1.21.25 - PD Expediti...	11,314.86
Amazon Capital Services	1DR4-H17N-W3KH	05/29/2025	Fingerprint cards	47.00
Walmart	INV0030010	05/29/2025	Animal Control - uniforms	110.88
Blue Water Vinyl and Gift Supp..#1		05/29/2025	Traffic - polos and uniforms	291.00
GFL Environmental Inc.	UI0000034070	05/28/2025	Acct UI1703	819.48
SPX Aids to Navigation LLC	90324218	05/22/2025	Moedem and antenna LL Tow...	2,101.45
Spire	INV0029883	05/28/2025	3000 Charlie Shirley Rd 21140...	36.18
Amazon Capital Services	191F-QLG3-MCWH	05/29/2025	label maker tape	18.98
Brown's Fleet & Collision Cent...	8530	05/22/2025	PD #445- body repairs	1,479.51
Warrior Energy	D85106	05/23/2025	PD Vehicles- Case Oil, Grease,...	718.20
Sirchie Fingerprint Labs	0694660-IN	05/28/2025	medium paper evidence bags	234.29
Sirchie Fingerprint Labs	0694660-IN	05/28/2025	barrier tape	198.10
Staples Business Advantage	6032819272	05/28/2025	Office Supplies	490.42
Amazon Capital Services	16RG-XMNY-CLGJ	05/29/2025	American Flags	113.96
Amazon Capital Services	1G71-WL3V-9XLM	05/27/2025	Polos for CID	204.82
Amazon Capital Services	1LG9-XD1P-DG3N	05/28/2025	Amazon - snake boots and Str...	236.46
Employee Assistance Services	05272025- 32TESTING	06/04/2025	New Hire Psych Exams	780.00

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Payment Dates: 5/29/2025 - 6/11/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Northport Auto Supply Co. Inc.	100948638	06/03/2025	PD #458 - programming for wi...	195.00
Amazon Capital Services	1HGQ-4MCG-3TR4	05/29/2025	Circle Oval Mat Cutter	29.67
Southern Tire Mart LLC	2090092221	05/29/2025	Tires - as needed for PD vehicl...	722.04
State of Alabama	INV0030007	05/29/2025	Tower Lease - June 2025	500.00
Southern Tire Mart LLC	2090091456	06/03/2025	Tires - as needed for PD vehicl...	784.27
Southern Tire Mart LLC	2090091460	06/03/2025	Tires - as needed for PD vehicl...	456.57
Southern Tire Mart LLC	2090091464	06/03/2025	PD-tires & alignments as need...	785.08
Southern Tire Mart LLC	2090092000	06/03/2025	PD-tires & alignments as need...	734.99
Global HR Research LLC	20256-85216	06/04/2025	New Hire Background Checks	264.10
Department 33 - Police Total:				149,828.60

Department: 35 - Fire

Burnum-Hahn Exterminators I...	INV0028079	04/14/2025	Monthly Pest Control - Fire	286.00
Motorola Solutions Inc.	8282118762	05/05/2025	Credit PO 25-1023	-2,981.52
Motorola Solutions Inc.	8282119575	05/05/2025	Credit PO 25-1023	-6,142.55
Midstates Petroleum Company	INV0029839	05/28/2025	Acct 10209 Fire	3,315.69
Alabama Fire College	9769	05/28/2025	Fire Inspector - John Bailey	600.00
Warrior Energy	D85059	05/19/2025	FD Vehicles- Case Oil, Grease,...	1,009.90
ABC Fire Equipment Inc.	083691	05/22/2025	Fire Station #2- 6-yr extinguis...	274.81
ABC Fire Equipment Inc.	083695	05/22/2025	Fire Station #4- 6-yr extinguis...	274.81
Lowe's Home Centers Inc.	983113	06/04/2025	Water Line for Fridge - St. 3	14.23
O'Reilly Auto Parts	1063-140031	05/21/2025	FD Station #4 - battery for gen...	188.55
Global Fire Sprinklers LLC	25246	05/28/2025	BLANKET- Insp, Recharge, Val...	5.00
Spire	INV0030022	05/29/2025	12301 Mitt Lary rd 78635555...	80.49
Grainger Inc.	9517578473	06/02/2025	FD Station #3 - exterior lightin...	189.18
One Source Office Products LLC	OE-QT-7391-1	05/23/2025	Station 1	327.66
One Source Office Products LLC	OE-QT-7391-1	05/23/2025	Station 2	261.75
One Source Office Products LLC	OE-QT-7391-1	05/23/2025	Station 4	361.04
Lowe's Home Centers Inc.	98247	05/28/2025	Washer - Station 1	448.00
Sunbelt Fire Inc.	00026637	06/03/2025	FD Engine #1 - new driver seat...	328.34
OHD LLLP	103992	05/29/2025	Annual Quantifit Calibration	1,075.00
Amazon Capital Services	1YPL-L69F-4TWG	05/29/2025	Gym Shorts	759.00
Beacon Cleaning Service	34570	05/29/2025	Floor Cleaning - St. 4	1,911.95
Spire	INV0030240	06/04/2025	5410 Hwy 69N 8439444444	151.66
Spire	INV0030246	06/04/2025	1101 MLK 5305862222	52.01
NAFECO	1350398	06/04/2025	Tactical boots - T. Burroughs	97.00
Snider Tire Inc.	1563065	06/03/2025	FD Truck #22 - new tires	2,744.22
Alabama Fire College	9835	06/03/2025	HAZMAT Tech	1,840.00
Department 35 - Fire Total:				7,472.22

Department: 37 - Public Works

SunSource	6303860-00	06/03/2025	PW #184- rebuild cylinder	1,817.80
U.S. Postal Service	INV0030059	05/30/2025	Postage by Phone - PW	16.90
Tuskaloosa Lawn Equipment L...	274225	05/28/2025	PW Shop- mower & small eng...	101.26
Burnum-Hahn Exterminators I...	985364	04/17/2025	Annual Termite Inspection - T...	320.00
McLeod Truck Parts Inc.	1933031	05/28/2025	PW #6714 - u-bolts for suspen...	99.76
Lowe's Home Centers Inc.	988644	06/04/2025	Credit Rec'd	739.97
Lowe's Home Centers Inc.	988644	06/04/2025	Credit Rec'd	863.43
TRUCKWORX HOLDING CO INC	1130195455.C	05/29/2025	25-2623 credit rec'd	1,440.00
SunSource	6309086-00	06/03/2025	PW #6378- tipper cylinder rep...	1,794.60
Lowe's Home Centers Inc.	989054	06/04/2025	Credit for PO 25-2507	-739.97
Lowe's Home Centers Inc.	989054	06/04/2025	Credit for PO 25-2507	-863.43
ST Bunn Construction Co. Inc.	15836	05/28/2025	Construction - as needed asph...	428.69
Encore Rehabilitation Inc.	4/2025-3003-CITY	06/04/2025	New Hire Physicals	675.00
One Source Office Products LLC	IN-QT-6016	05/05/2025	Janitorial Supplies- commercia...	440.42
Midstates Petroleum Company	INV0029841	05/28/2025	Acct 10210 PW	20,124.70
One Source Office Products LLC	OE-QT-7240-1	05/05/2025	Janitorial Supplies-floor scrub...	653.40
One Source Office Products LLC	OE-QT-7240-1	05/05/2025	Janitorial Supplies-floor scrub...	653.40
One Source Office Products LLC	OE-QT-7240-1	05/05/2025	Janitorial Supplies-floor scrub...	1,524.60
One Source Office Products LLC	OE-QT-7240-1	05/05/2025	Janitorial Supplies-floor scrub...	1,524.60
Central Paper Company Inc.	386420	06/04/2025	PW Janitorial Supplies - as ne...	48.50
Warrior Energy	D84859	05/30/2025	PW Vehicles- Case Oil, Grease,...	2,059.55

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
TRUCKWORX HOLDING CO INC	1130196086	05/29/2025	PW #6115- high pressure pump	2,851.25
TRUCKWORX HOLDING CO INC	1130196138.0	05/29/2025	PW #6115- high pressure pump	630.00
Tuskaloosa Lawn Equipment L...	278458	05/28/2025	PW Shop- mower & small eng...	18.29
Lowe's Home Centers Inc.	92966	05/22/2025	Maintenance- materials for P...	96.95
Amazon Capital Services	1N9L-QRN1-DVVT	05/13/2025	PW #800a- carburetor	37.58
Northport Auto Supply Co. Inc.	100945081	06/03/2025	Shop hand tools - grease gun	99.28
Northport Auto Supply Co. Inc.	100945167	06/03/2025	PW #4270 - brake parts	80.58
TRUCKWORX HOLDING CO INC	1130196516	05/29/2025	PW #4188 - DEF header	879.55
Cain Steel & Supply. Inc.	543218	05/28/2025	PW #7755- steel to fabricate ...	25.91
Victoria Morris	INV0029983	05/29/2025	Claim 25-39	138.13
Northport Auto Supply Co. Inc.	100944990	06/03/2025	PW #4484 - backup alarm	134.88
Multiquip Inc.	94307981	05/22/2025	Construction Equipment- com...	2,949.45
Ferguson Enterprises LLC	1590724	06/02/2025	Construction Supplies - hay wa...	84.00
Lowe's Home Centers Inc.	75162	05/29/2025	fencing supplies to repair fenc...	29.60
TRUCKWORX HOLDING CO INC	1130197138.C	05/29/2025	Credit PO 25-2623	-1,440.00
TRUCKWORX HOLDING CO INC	1130197141.C	05/29/2025	Credit PO 25-2745	-630.00
Tuskaloosa Lawn Equipment L...	279698	05/22/2025	PW supplies - chains (saws), w...	162.04
Tuskaloosa Lawn Equipment L...	279698	05/22/2025	PW supplies - chains (saws), w...	101.27
Tuskaloosa Lawn Equipment L...	279698	05/22/2025	PW supplies - chains (saws), w...	141.79
Cintas	4231013683	05/28/2025	Payer # 14385499	26.83
G & C Supply Co. Inc.	6988562	05/28/2025	Traffic street signs & sign post...	2,556.75
G & C Supply Co. Inc.	6988563	05/28/2025	Mowers Ahead Signs for ROW...	279.80
Lowe's Home Centers Inc.	70321	05/22/2025	Maintenance- materials for P...	108.36
Grainger Inc.	9513263369	06/02/2025	Maintenance Equipment- urin...	89.17
Ilex Farms Nursery Inc.	9799	05/22/2025	replacement plants for CH, Civ...	392.50
Fred Robertson Wrecker Servi...	B55573-1	05/29/2025	Local towing for PW vehicles a...	225.00
Fred Robertson Wrecker Servi...	B55590-1	05/29/2025	Local towing for PW vehicles a...	225.00
Tuskaloosa Lawn Equipment L...	279838	05/22/2025	Beautification equipment - cha...	1,303.49
Lowe's Home Centers Inc.	72786	05/28/2025	Maintenance- materials for P...	17.78
Spire	INV0029884	05/28/2025	1781 Harper Rd 7173423333	36.18
Amazon Capital Services	17XC-6RQY-NY7Q	05/28/2025	Community Event Supplies - p...	33.99
Cajun Creme	2024.0522B	06/03/2025	PW Day- ice cream truck	342.75
Warrior Energy	D85379	05/23/2025	Shop stock - DEF as needed (b...	838.42
Amazon Capital Services	139X-JL9N-7HP1	05/28/2025	PW Shop - welder cord & outl...	10.00
Staples Business Advantage	6032819268	05/28/2025	PW Office Supplies- Copy Pap...	110.96
Staples Business Advantage	6032819269	05/28/2025	PW Office Supplies- Copy Pap...	90.85
Southland International Trucks..	03C1356827	05/28/2025	PW #6115 - high pressure oil l...	177.30
Edko LLC	371992	05/29/2025	COUNCIL APPROVED (4/7/25) -...	3,750.00
G & C Supply Co. Inc.	6989378	06/04/2025	Traffic- Street Sign Blanks & T...	42.20
Lowe's Home Centers Inc.	95419	05/27/2025	Aux Supplies-materials for inv...	127.70
Fred Robertson Wrecker Servi...	B55694-1	05/29/2025	Local towing for PW vehicles a...	225.00
Ervin's Workwear & Boots	220000136924	05/28/2025	COUNCIL APPROVED (1/6/25) -...	143.96
Jarrold Milligan	24-1253	06/03/2025	COUNCIL APPROVED (3/6/23) -...	1,649.00
Cintas	4231783920	06/02/2025	Payer # 14385499	26.83
Fred Robertson Wrecker Servi...	B55710-1	05/29/2025	Local towing for PW vehicles a...	225.00
Coker Water Authority	INV0029842	05/28/2025	Act 101617	176.05
Ilex Farms Nursery Inc.	9848	05/29/2025	replacement plants for Comm...	160.00
Global HR Research LLC	20256-85216	06/04/2025	New Hire Background Checks	528.73
Ervin's Workwear & Boots	220000137463	06/03/2025	COUNCIL APPROVED (1/6/25) -...	139.99
84 Lumber Company	2607-892975	06/03/2025	fencing supplies to repair fenc...	50.07
Central Paper Company Inc.	389535	06/04/2025	UT-WW Janitorial Supplies - as...	46.51
Central Paper Company Inc.	389537	06/04/2025	UT-WTP Janitorial Supplies - as...	256.67
Central Paper Company Inc.	389538	06/04/2025	PD Janitorial Supplies - as nee...	367.84
Central Paper Company Inc.	389539	06/04/2025	CH Janitorial Supplies - as nee...	444.96
Central Paper Company Inc.	389540	06/04/2025	UT-UTL Janitorial Supplies - as...	102.58
Central Paper Company Inc.	389541	06/04/2025	PW Janitorial Supplies - as ne...	313.07
Amazon Capital Services	11TG-D941-7T4R	06/04/2025	CREDIT PO 25-2440	-73.35
Amazon Capital Services	1FXP-7Y9R-4N4Q	06/03/2025	PW Uniforms - hi-viz t-shirts &...	486.63
Amazon Capital Services	1G3P-XQQN-7VY4	06/04/2025	PW Office Supplies- pens, legal..	16.56

Expense Approval Report

Payment Dates: 5/29/2025 - 6/11/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Grainger Inc.	9526865382	06/04/2025	Maintenance- PW exterior ligh..	189.18
Department 37 - Public Works Total:				56,374.04
Department: 39 - Utilities				
Unifirst Corporation	1630459001	05/28/2025	Council Approved - Utilities D...	222.89
Hunnicut Inc.	6716	05/30/2025	AGENDA (3/3/25) -Check Valv...	2,850.00
Hunnicut Inc.	6717	05/30/2025	AGENDA (3/3/25) -Check Valv...	3,500.00
Pace Analytical LLC	2520460769	05/28/2025	WWTP Sample Testing	357.20
Unifirst Corporation	1630456873	05/22/2025	Council Approved - Utilities D...	229.55
Unifirst Corporation	1630456874	05/22/2025	Council Approved - Utilities D...	1,674.90
Spire	INV0029891	05/28/2025	7645 Hwy 69N 0429460782	17.20
CivilCON LLC	Contract B Inv 5	06/04/2025	Hwy 82 PS Contract B	219,437.00
Midstates Petroleum Company	INV0029840	05/28/2025	Acct 10207 WW	6,861.89
Hunnicut Inc.	6777	05/23/2025	Service Call to Buckhead PS	1,445.00
TRUCKWORX HOLDING CO INC	1130196201	05/30/2025	Vactor Truck #9156 Power Ste...	1,372.34
TRUCKWORX HOLDING CO INC	1130196512	05/30/2025	Water Dump Truck #6328 Wh...	549.53
Urethane Specialties Inc.	44384	05/20/2025	Aeration Bridge #2 Wheel Ret...	1,882.00
Verizon	6113598491a	05/28/2025	Acct 642325112-00001	110.47
Verizon	6113598491b	05/28/2025	Acct 642325112-00001	110.47
Grainger Inc.	9508443653	05/21/2025	Roof Jacks & Sealant for WWTP	184.92
ATS Hydraulics Inc	11988	05/23/2025	WTP Kubota #0186 Repack Bo...	200.00
Comcast Cable	INV0029855	05/28/2025	3521 3rd St S 8396 90 014 02...	387.24
WISSCO	25120	05/28/2025	Annual Service & Calibration f...	750.00
Northport Auto Supply Co. Inc.	100948162	05/28/2025	Vactor Truck #9156 Power Ste...	36.56
Ferguson Enterprises LLC	1590546	05/28/2025	3" PVC Rest Gland Onelok	55.82
Ferguson Enterprises LLC	1590546	05/28/2025	3" MJ Cap	78.78
Ferguson Enterprises LLC	1590546	05/28/2025	3" MJ Trans BLT Gasket	48.98
G & C Supply Co. Inc.	6988564	05/28/2025	28" Orange Traffic Cones	225.00
Lowe's Home Centers Inc.	71030	05/22/2025	Blanket - Misc. Supplies for W...	23.73
Amazon Capital Services	1MT6-6GT1-4DW7	05/21/2025	Timer for Lab at WWTP	13.67
Zeta Solutions LLC	2885	05/28/2025	Council Approved - Polymer fo...	3,772.00
Warrior Waste Services LLC	I8741	05/23/2025	Sludge Hauling for Disposal at...	200.00
Spire	INV0029882	05/28/2025	1000 Harpercreek Dr 3698223...	18.77
T-Mobile US Inc.	INV0030062	05/30/2025	Acct 976900299	565.00
Dell Marketing LP	10816151591	05/28/2025	Dell Pro 14 Laptop	1,450.22
Dell Marketing LP	10816151591	05/28/2025	OptiPlex 7020 Desktop	1,235.22
Ricks Service Co LLC	250520-CNP-WW	05/28/2025	AGENDA (4/21/25) - Maint. for..	6,380.00
The Ground Floor	52819	05/28/2025	Blanket - Sod	312.50
Southern Pipe & Supply	927637-00	05/28/2025	3" MJ Cap	60.28
Warrior Waste Services LLC	I8782	05/23/2025	Sludge Hauling for Disposal at...	200.00
Ander's Hardware Co. Inc.	N1276489	05/23/2025	Blanket - Misc. Supplies & Too...	29.99
Staples Business Advantage	6032819262	05/28/2025	Laptop Sleeve	21.49
Staples Business Advantage	6032819265	05/28/2025	AA Batteries	14.55
Southern Pipe & Supply	904694-00	05/28/2025	2" SS Pipe	570.00
Southern Pipe & Supply	904694-00	05/28/2025	MJ Trans ACC Set	59.72
Lowe's Home Centers Inc.	95160	05/28/2025	AAA Batteries	20.88
Warrior Waste Services LLC	I8802	05/28/2025	Sludge Hauling for Disposal at...	200.00
Lowe's Home Centers Inc.	97727	05/30/2025	9V Batteries	30.96
Cassady Company Inc The	Proj 20-135 Inv 45	06/02/2025	Hwy 82 PS - Cassady TOD#2	15,696.60
Cassady Company Inc The	Proj 21-139 Inv 19	06/02/2025	Hwy 69/Martin Rd. Design TO...	2,100.00
Northport Auto Supply Co. Inc.	100949901	05/30/2025	WWTP Truck #1292 Oil Leak R...	73.39
Southern Tire Mart LLC	2090092920	05/29/2025	Meter Truck #5413 Rear Tires	319.06
Southern Tire Mart LLC	2090092928	05/29/2025	Water Truck #2355 Tires	384.28
Consolidated Pipe & Supply C...	AL0943785	05/30/2025	2" TappingTool Kit	2,352.33
CivilCON LLC	Contract A Inv 5	06/04/2025	Hwy 82 PS Contract A	125,503.80
Warrior Waste Services LLC	I8856	05/29/2025	Sludge Hauling for Disposal at...	200.00
Ander's Hardware Co. Inc.	N1277140	05/30/2025	Blanket - Misc. Supplies for A...	9.56
Department 39 - Utilities Total:				404,405.74
Department: 41 - Outside Agency Funding				
Tuscaloosa Metro Animal Shel...	INV0030006	05/29/2025	Animal Control Contract - June..	18,721.79

Expense Approval Report

Payment Dates: 5/29/2025 - 6/11/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Tuscaloosa County Commission	0627	05/30/2025	FY25Q2 EMA Expenses	4,037.76
Department 41 - Outside Agency Funding Total:				22,759.55
Department: 43 - Incentives				
Alabama Donuts LLC	INV0029803	05/28/2025	Economic Incentive Payment 9	1,532.54
North Square Properties LLC	INV0029823	05/28/2025	FY 2022	6,663.47
Department 43 - Incentives Total:				8,196.01
Department: 45 - 2019 Additional Sales Tax				
TTL Inc.	2150701a	05/30/2025	Amendment No. 3 - TTL - Spor...	50,237.00
Level Up Retail Services	1319	05/22/2025	Tiger Park Fitness Court Install...	14,250.00
FastSigns of Tuscaloosa	2032-30389	05/28/2025	Public Improvement Street Si...	307.38
Infomedia Inc	389485	06/03/2025	Website Development - Econ...	10,875.00
Department 45 - 2019 Additional Sales Tax Total:				75,669.38
Department: 46 - Parks & Recreation				
ABC Fire Equipment Inc.	083699	05/22/2025	Hasson - 6 Yr. Maintenance for..	526.43
ABC Fire Equipment Inc.	083700	05/22/2025	Hasson - Fire Extinguisher Rep...	296.85
Northport Sports Complex De...	13	05/28/2025	Northport Sports Developmen...	35,000.00
SNAP Sports Tourism Consulti...	309	05/29/2025	SNAP Monthly Consulting Fee	3,200.00
Central Paper Company Inc.	389536	06/04/2025	Janitorial Supplies	191.29
Department 46 - Parks & Recreation Total:				39,214.57
Grand Total:				1,028,345.83

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	618,005.74
22 - MUNICIPAL COURT JUDICAL ADMIN FUND	5,934.35
50 - WATER & SEWER FUND	404,405.74
Grand Total:	1,028,345.83

Account Summary

Account Number	Account Name	Payment Amount
01-10152	Accounts Receivable-AL...	42,592.73
01-13-100-50200	Travel & Training - Mayor	750.00
01-13-100-50245	Development Funds - M...	3,000.00
01-13-110-50312	Cell Phones	291.56
01-15-000-50101	Subscriptions	50.00
01-15-000-50102	Postage	13.11
01-15-000-50105	Office Supplies	552.86
01-15-000-50112	Advertising	200.00
01-15-000-50175	Sundry Expense	144.95
01-15-000-50250	Community Events	5,349.71
01-15-000-50312	Cell Phones	255.47
01-15-000-50354	Election Expenses	245.25
01-15-000-50357	Janitorial Contracts - City...	75.86
01-15-000-50359	Fuel & Oil	931.54
01-15-000-50366	Maintenance & Repair - ...	832.78
01-15-000-50371	Maintenance - Facilities	526.43
01-15-000-50383	Repair - Facilities	43.55
01-15-000-50590	Utilities - Other	229.57
01-15-600-80008	Tiger Park	35,388.81
01-16-000-50105	Office Supplies	556.95
01-16-000-50112	Advertising	125.10
01-16-000-50247	Outsourced Legal Servic...	350.00
01-17-000-50102	Postage	167.67
01-17-000-50105	Office Supplies	115.41
01-17-000-50127	Software - License & Ma...	6,696.41
01-17-000-50223	Translator Expenses	140.00
01-17-000-50359	Fuel & Oil	192.18
01-17-000-50366	Maintenance & Repair - ...	680.01
01-17-000-50373	Judicial Services - Court ...	3,934.35
01-17-000-50499	State & County Court Co...	63,340.51
01-21007	Security Deposits	600.00
01-22-000-50111	Software - License & Ma...	47,143.90
01-22-000-50210	Professional Services	3,009.25
01-22-000-50312	Cell Phones	447.38
01-22-000-50344	Website - Design & Main...	4,500.00
01-22-000-50348	Utilities - Internet	12,707.79
01-22-000-50366	Maintenance & Repair	15.00
01-22-000-50376	Service Contracts	2,240.00
01-22-000-50420	Travel	144.44
01-22-000-50422	Meals	45.66
01-22-600-80000	Equipment	1,049.88
01-25-000-50102	Postage	1,266.43
01-25-000-50312	Cell Phones	201.27
01-26-000-50102	Postage	104.61
01-26-000-50210	Professional Services	1,250.00
01-26-000-50312	Cell Phones	120.64
01-26-000-50325	PCORI Fees	2,167.06
01-28-000-50102	Postage - Admin	721.64
01-28-000-50112	Advertising - Admin	165.00
01-28-000-50312	Cell Phones	445.52

Account Summary

Account Number	Account Name	Payment Amount
01-28-116-50112	Advertising - Planning C...	540.45
01-32-000-50010	Hiring & Recruitment Ex...	43.04
01-32-000-50102	Postage	106.04
01-32-000-50104	Printing & Duplication	274.00
01-32-000-50175	Sundry Expense	505.00
01-32-000-50312	Cell Phones	563.80
01-32-600-81005	MPO - Main Avenue	10,340.80
01-33-000-50010	Hiring & Recruitment Ex...	1,044.10
01-33-000-50100	Dues	100.00
01-33-000-50101	Subscriptions	222.65
01-33-000-50102	Postage	23.02
01-33-000-50105	Office Supplies	586.07
01-33-000-50111	Software - License & Ma...	150.00
01-33-000-50246	Equipment - Animal Cont...	347.34
01-33-000-50283	Uniforms	844.02
01-33-000-50288	Uniform Accessories	1,253.48
01-33-000-50295	Evidence Collection Supp...	432.39
01-33-000-50355	Communication System -...	500.00
01-33-000-50359	Fuel & Oil	18,476.53
01-33-000-50361	Maintenance - Public Saf...	1,502.97
01-33-000-50367	Maintenance & Repair - ...	5,347.06
01-33-000-50406	Communication System -...	68,330.89
01-33-000-50407	Communication System -...	2,101.45
01-33-000-50515	Decedent Transport	520.00
01-33-000-50522	Utilities - Natural Gas	36.18
01-33-000-50590	Utilities - Other	819.48
01-33-600-80000	Equipment	47,190.97
01-35-210-50281	Non-Uniform Clothing	759.00
01-35-210-50283	Uniforms	97.00
01-35-210-50359	Fuel & Oil	4,325.59
01-35-210-50402	Training - Departmental	2,440.00
01-35-210-50410	Maintenance & Repair - ...	3,077.56
01-35-210-50426	SCBA	1,075.00
01-35-210-50520	Utilities - Natural Gas	284.16
01-35-210-50560	Pest Control	286.00
01-35-211-50279	Living Quarters Supplies -...	448.00
01-35-211-50434	Janitorial Supplies - Stati...	327.66
01-35-212-50360	Maintenance - Station 2	274.81
01-35-212-50434	Janitorial Supplies - Stati...	261.75
01-35-213-50279	Living Quarters Supplies -...	14.23
01-35-213-50380	Repairs - Station 3	189.18
01-35-214-50360	Maintenance - Station 4	463.36
01-35-214-50380	Repairs - Station 4	1,911.95
01-35-214-50434	Janitorial Supplies - Stati...	361.04
01-35-228-50319	Radio Equipment	-9,124.07
01-37-310-50010	Hiring & Recruitment Ex...	1,203.73
01-37-310-50102	Postage	16.90
01-37-310-50105	Office Supplies	218.37
01-37-310-50261	Uniform Shirts, Pants, &...	630.59
01-37-310-50265	Boots	139.99
01-37-310-50277	Janitorial Supplies	1,014.97
01-37-310-50303	Cleaning/Janitorial Suppl...	1,059.16
01-37-310-50305	Contract Services	953.66
01-37-310-50337	Cleaning/Janitorial Suppl...	1,892.44
01-37-310-50353	Claims	138.13
01-37-310-50356	Cleaning/Janitorial Suppl...	2,409.98
01-37-310-50359	Fuel & Oil	23,022.67
01-37-310-50423	Levee Spraying and Main...	3,750.00

Account Summary

Account Number	Account Name	Payment Amount
01-37-310-50451	Solid Waste Authority C...	176.05
01-37-310-50473	Auxiliary Services Suppli...	127.70
01-37-310-50520	Utilities - Natural Gas	36.18
01-37-311-50227	Equipment - Beautificati...	1,303.49
01-37-311-50234	Supplies - Beautification	714.54
01-37-311-50387	Supplies - Community Ev...	526.48
01-37-312-50227	Equipment - Construction	2,949.45
01-37-312-50234	Supplies - Construction	693.63
01-37-314-50227	Equipment - Maintenanc...	89.17
01-37-315-50234	Supplies - Rights of Way	141.79
01-37-315-50238	Personal Safety Supplies ...	279.80
01-37-316-50221	Hand Tools - Shop	99.28
01-37-318-50380	Repairs - Public Works B...	199.18
01-37-320-50360	Maintenance - Garbage ...	25.91
01-37-320-50380	Repairs - Garbage Trucks	2,674.15
01-37-321-50380	Repairs - Heavy Equipm...	1,817.80
01-37-323-50360	Maintenance - Trash Tru...	0.00
01-37-323-50380	Repairs - Trash Trucks	3,263.19
01-37-324-50360	Maintenance - Light Duty..	80.58
01-37-326-50360	Maintenance - Mowers ...	119.55
01-37-326-50380	Repairs - Mowers & Light..	37.58
01-37-327-50360	Maintenance - Buckhead...	1,649.00
01-37-328-50276	Street and Traffic Signs	2,598.95
01-37-329-50360	Maintenance - Train De...	320.00
01-41-000-50803	Metro Animal Shelter	18,721.79
01-41-000-50812	EMA Annual Funding	4,037.76
01-43-000-60902	North Square Property	6,663.47
01-43-000-60904	Alabama Donuts, LLC	1,532.54
01-45-000-54004	Recreational Facilities	50,237.00
01-45-000-54306	5th Street Improvements	307.38
01-45-000-54312	Strategic Communication	10,875.00
01-45-000-54400	Economic & Community ...	14,250.00
01-46-000-50210	Professional Services	38,200.00
01-46-000-50570	Northport Community C...	191.29
01-46-000-50571	Hasson Center	823.28
22-17-000-50373	Judicial Services	5,934.35
50-39-510-50105	Office Supplies	36.04
50-39-510-50108	Equipment - Computers...	1,450.22
50-39-510-50261	Contract Shirts and Pants	2,127.34
50-39-510-50312	Cell Phones	565.00
50-39-510-50359	Fuel & Oil	6,861.89
50-39-510-50394	Repairs - Heavy Equipm...	2,158.43
50-39-510-50396	Repairs - Vehicles	776.73
50-39-510-50473	Inventory Supplies	9.56
50-39-510-50520	Utilities - Natural Gas	35.97
50-39-510-50590	Utilities - Other	387.24
50-39-512-50108	Equipment - Computers...	1,235.22
50-39-512-50360	Maintenance	134.20
50-39-512-50473	Inventory Supplies	30.96
50-39-513-50300	Chemicals	3,772.00
50-39-513-50313	Laboratory Supplies	13.67
50-39-513-50323	Sludge Disposal	800.00
50-39-513-50336	Repairs	6,534.92
50-39-513-50360	Maintenance	8,402.46
50-39-513-50454	Testing & Professional S...	1,107.20
50-39-514-50309	Hand Tools and Equipm...	2,352.33
50-39-514-50431	Construction & Repair S...	1,186.08
50-39-514-50473	Inventory Supplies	245.88

Account Summary

Account Number	Account Name	Payment Amount
50-39-515-50457	System & Infrastructure...	1,445.00
50-39-600-81309	Sewer Expansion - Hwy ...	2,100.00
50-39-600-81508	PS#2 Gravity Main/New...	360,637.40
Grand Total:		1,028,345.83

Project Account Summary

Project Account Key	Payment Amount
None	1,028,345.83
Grand Total:	1,028,345.83



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

AGENDA ITEM NO. 9.c.3.

MEETING DATE: June 16, 2025

SUBJECT: Purchase Requisition, Outsourced Legal Services, Trussell Funderburg Rae Bell & Furgerson, PC, \$9,126.14

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: Kim Braughton

Approved By: Ron Davis

Summary:

This invoice is for legal services rendered pertaining to economic development projects from October 2024 through April 2025. The department is respectfully requesting approval in the amount of \$9,126.14.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-16-000-50247 Amount: \$9,126.14

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$9,126.14 to Trussell, Funderburg, Rea, Bell & Furgerson, P.C.



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

AGENDA ITEM NO. 9.c.4.

MEETING DATE: June 16, 2025

SUBJECT: Purchase Requisition, Web Flex, LLC for Pitching Screens for Batting Cages, \$15,399.82

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: Morgan Williams

Approved By: Brad Matthews

Summary:

The Engineering department is requesting the City Council approve a purchase requisition for Z-Screens for the batting cages, in the amount of \$15,399.82.

Recommendation:

That the request be approved.

Funding Source/GL Code:

GL Code No. 01-45-000-54004 Amount: \$15,399.82

Motion for Consideration:

I move to approved the purchase requisition for Web Flex, LLC, in the amount of \$15,399.82, for Pitching Screens for Batting Cages.

ESTIMATE

WEB FLEX LLC
1415 N Saint Louis
Batesville, AR 72501-8467

services@pulleymanagementservices
.com

Bill to
Frank Summers

Ship to
Frank Summers

Estimate details
Estimate no.: 1003
Estimate date: 05/12/2025

#	Product or service	Description	Qty	Rate	Amount
1.	388-9999-00-ZNP-1	Web Flex Pro Z-Screen with #96 Netting and Padding Upgrade.	18	\$799.99	\$14,399.82
2.	WEB-PRO-DOLLY	Web Flex Pro Dolly Assembly	3	\$0.00	\$0.00

Note to customer

We know the City has a tax exemption ID; this estimate is just for the purpose of quoting. Can you send over the official purchaser and exemption form? We have also included 3 Free Pro Dolly's to assist in transporting these screens if necessary.

Thank you for this opportunity and we hope to hear back soon.

Subtotal	\$14,399.82
Shipping	\$1,000.00
Total	\$15,399.82

Accepted date

Accepted by



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

AGENDA ITEM NO. 9.c.5.

MEETING DATE: June 16, 2025

SUBJECT: Purchase Requisition, The Flagpole Company, Flag pole for River Run Park, \$46,816.90

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: Morgan Williams

Approved By: Brad Matthews

Summary:

The Engineering department is requesting the City Council approve the purchase requisition for The Flagpole Company for the purchase and installation of an 80-foot flag pole for the River Run Park at Northport Shore for the amount of \$46,816.90.

Recommendation:

That the request be approved.

Funding Source/GL Code:

GL Code No. 01-45-000-54004 Amount: \$46,816.90

Motion for Consideration:

I move and approve the purchase requisition for The Flagpole Company for the purchase and installation for River Run Park in the amount of \$46,816.90.

ESTIMATE

The Flagpole Company
171 Twin Lake Dr
Onsted, MI 49265-9507

orders@flagpolecompany.com
+1 (800) 805-9728
www.flagpolecompany.com



Bill to

Brad Hamner
City Of Northport
300 River Run Park S.
Northport, AL 35476
P: (659) 239-0408

Ship to

Brad Hamner
City Of Northport
300 River Run Park S.
Northport, AL 35476
P: (659) 239-0408

Estimate details

Estimate no.: 1309426
Estimate date: 05/13/2025

#	Product or service	Description	Qty	Rate	Amount
1.	IW8012375	80'x12"x.375 Internal Halyard Winch, Commercial, Ground Sleeve Set, 3 PC Aluminum Flagpole	1	\$18,220.95	\$18,220.95
2.	NS-SATIN	Natural Satin Finish. Directional Sanded Silver Color Finish. (Standard) NO Charge.	1	\$0.00	\$0.00
3.	20X30N-USA	20'x30' Embroidered Nylon, Sewn Stars & Stripes American Flag with Stainless Steel D-Rings. *Made in the USA*	1	\$795.95	\$795.95
4.	Installation Services	Installation of Flagpole in good firm standard soils. *See Details Below* The Flagpole Company accepts no liability for foundation design or embedment depth unless foundation engineering is ordered & completed. Installation is for good firm soil. Any sandy, soft or wet soils, rocks or hindrances will result in additional fees. Spoils are to remain on site. All permitting, approvals and or fees are the responsibility of the customer. Stamped Engineering for flagpole & foundation is available at additional costs if required by the city. Engineering may require a larger footing or flagpole that may change the cost of this estimate.	1	\$27,800.00	\$27,800.00
5.	IW8012375 - Details	Material: Material: 100% 6063-T6 Solid Aluminum Tubing Standard Finish: Natural Satin.	1	\$0.00	\$0.00

Custom Finish: Main hardware painted to match.
Overall Length: 88ft
Exposed Height: 80ft
Sections: 3
Top Diameter: 4"
Butt Diameter: 12"
Wall Thickness: .375
Flagpole Shipping Weight: 1367 lbs.
Max Unflagged Wind Speed: 174 mph
Max Flagged Wind Speed: 105 mph
Standard Flag Size: 15'x25' (Flag Sold Separately)
Max Suggested Flag Size 20'x30'
20'x30' Flag Arrangement Inc.
Cast Aluminum Revolving Truck Assembly With-
-S/S Bearing Concealed inside a Cylindrical Hood.
12" Anodized Gold Ball Finial.
S/S Aircraft Cable Halyard.
2 Chrome Plated Swivel Bronze Snap hooks.
Plastic Covered Counterweight With Beaded Sling.
Internal Winch With Removable Hand Crank. (Image may vary)
Machine Spun Aluminum Flash Collar.
16 Gauge Galvanized Corrugated Ground Sleeve.
Complete Installation Instructions.
Installation Tech Support.
Warranty: Lifetime Shaft Warranty
(Restrictions may apply) 1 Year Hardware.
All Commercial Flagpoles Ship LTL Freight, Common Carrier
Origin: MADE IN THE USA.

Lead time is 4 to 8 weeks for delivery & Installation.
Lead times are not guaranteed.
50% Down. Balance due upon completion.
Estimate is good for 30 days.

Total

\$46,816.90

Accepted date

Accepted by

01/01/2025



The Flagpole Company

171 Twin Lake Dr.

Onsted MI 49265

800.805.9728

sales@flagpolecompany.com

REFERENCES:

Simon Beemsterboer
10730 South Burley St.
Chicago, IL 60617
708.514.4040
ttenr@sbcglobal.net

160' Flying a 40'x80' Flag Material & Installation

Leonard Truck & Trailer Inc.
Clint Leonard
12800 Leonard Pkway
North Jackson, OH 44451
330.565.1327
cleonard@leonardtrailers.com

120' flying a 30'x60' Flag Material & Installation

Egyptian Procurement Office
Mostafa Elkabany, ext. 3202
EPO Address: 2590 L St. NW
Washington, DC 20037
202-726-8006
epo.19.usa@mod.gov.eg

Qty (15) 80' Material Only Shipped out of the USA for the Egyptian Procurement Office



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

AGENDA ITEM NO. 9.c.6.

MEETING DATE: June 16, 2025

**SUBJECT: Purchase Requisition, BION Security, Firewall Router, and software for EOC,
\$8,740.40**

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: Brandi Hambright

Approved By: Scott Murphy

Summary:

The IT Department requests requisition approval to BION Security to replace the Firewall Router and software at the EOC facility. The total cost is \$8,740.40, and this is a budgeted expense. Requisition No. 253294.

Recommendation:

Approval of the consent agenda will approve this request.

Funding Source/GL Code:

GL Code No. 01-22-000- 50109 Amount: \$8,740.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$8,740.00 to BION Security.

BION Security
 710 Dacula Road Suite 4A
 Dacula, GA 30019
 +14707450990
 info@bionsecurity.com
 www.BIONSecurity.com

Invoice



BILL TO
Scott Murphy City Of Northport PO BOX 569 Northport, Alabama 35476

SHIP TO
Scott Murphy City Of Northport PO BOX 569 Northport, Alabama 35476

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1322	05/28/2025	\$8,740.40	06/27/2025	Net 30	

REFERENCE
 CNP-F380-F93-1YR

DATE	ACTIVITY	QTY	RATE	AMOUNT
	BNGF380B Barracuda Firewall Model F380B	1	5,500.00	5,500.00
	Barracuda CloudGen Firewall F-Series F380 1 Year EU Barracuda CloudGen Firewall F-Series F380 1 Year EU	1	924.00	924.00
	F Series F380 Model 1 YR IR - Instant Replacement F Series F380 Model 1 YR IR - Instant Replacement	1	924.00	924.00
	F Series F380 Model - 1 YR ATP/Malware - Advanced Threat Detection & Malware Bundle F Series F380 Model - 1 YR ATP/Malware - Advanced Threat Detection & Malware Bundle	1	1,872.00	1,872.00
	Barracuda CloudGen Firewall F-Series F380 1 Year Advanced Remote Access Barracuda CloudGen Firewall F-Series F380 1 Year Advanced Remote Access	1	924.00	924.00

Thank you for your business and have a great day.

Pay invoice

SUBTOTAL	10,144.00
DISCOUNT 15%	-1,521.60
SHIPPING	118.00
TOTAL	8,740.40
BALANCE DUE	\$8,740.40

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.



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

AGENDA ITEM NO. 9.c.7.

MEETING DATE: June 16, 2025

**SUBJECT: Purchase Requisition, Global Industrial for Trash Cans for River Run Park,
\$27,664.99**

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: Morgan Williams

Approved By: Brad Matthews

Summary:

The Engineering department is requesting the City Council approve the purchase request by Global Industrial for the purchase of 30 black trash cans for River Run Park. Global Industrial is a supplier through OMNIA Partners OPUS.

Recommendation:

That the purchase requisition be approved.

Funding Source/GL Code:

GL Code No. 01-45-000-54004 Amount: \$27,664.99

Motion for Consideration:

I move that the City Council approve the purchase requisition for Global Industrial for the purchase of trash cans, in the amount of \$27,664.99, for River Run Park.

SALES QUOTE

QUOTE ISSUED: 06/09/2025
ACCOUNT NO. 5552413
QUOTE NO. 7822753

[Click Here To Place Order Online](#)

*Pricing valid for 7 days from quote issue date. Subject to change based on product availability and/or market conditions.

CUSTOMER INFORMATION

Account Name: City of Northport - OPUS
Name: Morgan Stuart
Address: 300 River Run Park S
 NORTHPORT, Alabama 35476
Email: mepowell@cityofnorthport.org
Phone: (205) 339-7000

Part#	Description	Shipping	Qty	Price	Extended
261916BK	Parkview Trash Can w/Open Top, 45 Gallon, Black Country Of Origin: CHINA	TRUCK	30	\$863.10	\$25,893.00
Notes					ItemTotal: \$25,893.00
					Tax: \$0.00
					Shipping and Handling: \$1,771.99
					**Total: \$27,664.99

**Applicable taxes and shipping charges will be added to invoice.
[Please be sure to review our terms and conditions](#)
[Shipping Terms and Conditions](#)

Thank you for the opportunity to help with your needs. To place your order or further assistance please contact me.

Name: BRIAN BRITT
Address: 2505 MILL CENTER PARKWAY SUITE 100
 BUFORD, GA 30518
Email: BBRITT@globalindustrial.com
Phone: (678) 969-6547 x122547
Fax:



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

AGENDA ITEM NO. 9.c.8.

MEETING DATE: June 16, 2025

SUBJECT: Purchase Requisition, Gulf States Distributors for PD Vests - \$7,992.95

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Summer Cockrell

Approved By: Gerald Burton

Summary:

The requisition to Gulf States Distributors in the amount of \$7,992.95 is for the purchase of HiLite vests for the Police Officers.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-33-00-50275 Amount: \$7,992.95

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$7,992.95 to Gulf States Distributors.

Quote



Gulf States Distributors
6000 East Shirley Lane
P.O. Box 241387 (36124-1387)
Montgomery, AL 36117
334.271.2010
www.gulfstatesdist.com

Order Number: 0228630
Order Date: 5/27/2025
Quote Expire Date: 6/26/2025

Salesperson: Natalie Strange
Customer Number: NORTHHP

Sold To:

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

Ship To:

Northport Police Department
3721 26th Avenue
Capt. Foster
Northport, AL 35473

Customer P.O.		Terms		Confirm To:			
		Net 20 days		sfoster@cityofnorthport.org			
Item Number	Unit		Ordered	Shipped	Back Order	Price	Amount
NSA9	EACH	DropShip: Y	7.00	0.00	0.00	859.00	6,013.00
Point Blank XP111A w/(2) HiLite carriers - BLACK							
Ashley Blalock							
Tim Brown							
Jose Martinez							
Jacob Morris							
Jason Nalls							
Terry Office							
Lexie Wheat							
PBGUARDIAN	EACH	DropShip: Y	7.00	0.00	0.00	252.70	1,768.90
Guardian carrier							
NSA0.2	EACH	DropShip: Y	7.00	0.00	0.00	14.50	101.50
PCHSP1AC0J - BLACK							
Hook/Loop Flap Single 2oz Spray Pouch Tuck Strap							
NSA0.2	EACH	DropShip: Y	7.00	0.00	0.00	15.65	109.55
PCHHC0AC0J - BLACK							
Hook/Loop Flap 2 Stacked Handcuff Pouch Tuck Strap							
State of Alabama MA 999 210000000170 MSRP \$28.00 Discount 44%							

Terms and Conditions:

Customer is responsible for reviewing the details for accuracy prior to ordering (quantity, model, color, size, etc.).
Lead times vary by manufacturer. Let your salesperson know of a deadline.
15-day money back guarantee if not completely satisfied (some restrictions apply).
Certain items are non-returnable. These include items without original packaging, embellished/altered apparel, closeout items and special-ordered or customized items.
All warranties are held by the manufacturer.

Net Order:	7,992.95
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	7,992.95

01-33-000-50275

3759.69



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

AGENDA ITEM NO. 9.c.9.

MEETING DATE: June 16, 2025

SUBJECT: Purchase Requisition - new turbo & actuator for Garbage Truck #4189; Truckworx Holding Co., \$6,460.14

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: C.C. Thompson

Approved By: Brooke Starnes

Summary:

Garbage Truck #4189's VGT actuator recently seized, which caused damage to the turbo mechanism. In order to get truck #4189 back in working order, a new VGT actuator and turbo are needed.

Please accept this request for formal approval to purchase these parts from Truckworx for \$6,460.64. This price is based on an estimate from the vendor that includes diagnostic fees, labor, and parts. An Emergency Purchase was approved by the City Administrator when the garbage truck broke down due to the urgency of the situation and the importance of getting the garbage truck back in service as quickly as possible.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-37-320-50380 Amount: \$6,460.14

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$6,460.14 to Truckworx Holding Co.

PARTS QUOTE

Truckworx Kenworth – Tuscaloosa, LLC

3933 Reese Phifer Ave

Tuscaloosa, AL 35401

Phone: (205) 526-2160

Fax: (205) 526-2161

5/27/2025 4:27:23PM

Quote

Page 1 of 1

14368

TUS

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

Ship To: City of Northport
P O Box 569
Northport, AL 35476
Office Phone: 205-333-3003

NEED PO 197,686 205-333-3003 jeremyl

Delivery Method: Delivery

Supplier	Part / Misc	Description / Ref Number	U/M	Quantity	Price	Extended Price
CX	3798351RXCUM	KIT,ICP TURBOCHARGER	EA	1	4,235.50	4,235.50
All Cummins Recon parts warranties must be repair by an authorized Cummins dealer no over the counter warranties .						
CX	3798351RXCUM-C	KIT-TURBOCHARGER	EA	1	625.00	625.00
CX	6382091RXCUM	KIT, TURBO ACTUATOR	EA	1	1,366.38	1,366.38
All Cummins Recon parts warranties must be repair by an authorized Cummins dealer no over the counter warranties .						
CX	6382091RXCUM-C	KIT, TURBO ACTUATOR-Core	EA	1	210.00	210.00
CX	5286984CUM	STUD	EA	4	9.04	36.16
CX	5263462CUM	NUT	EA	4	3.15	12.60
	PaccarCoup	Paccar Coupon 6382091RXCUM		-1	25.00	-25.00

WO-4312
PW-4189

197,686

Total Parts: \$5,650.64
Total Core Charges: \$835.00
Total Core Returns: \$0.00
Quote Subtotal: \$6,460.64
Total Tax: \$0.00
Quote Total: \$6,460.64

☐ Cash	☐ Check	☐ Visa	☐ M/C	☐ Discvr	☐ Amex	CkType: Per Co Other _____ Chk# _____
Name: _____		Drivers License #: _____		State: _____		
Card #: _____		Exp: _____		Name of Card Holder: _____		
Cardholder License #: _____		State: _____		Card Number Phoned: Y ☐ N ☐ Phone #: _____		
Date: _____		Received By: _____		Manger Approval: _____ Cashier: _____		

\$6,460.64 Exempt AL \$0.00 \$6,460.64

Quote

City of Northport
Emergency Equipment Purchase Request Form
(Item cost must be \$5,000 or more)

Department: Public Works

Division: Public Services

Account Number: 01-37-320-50380

Is This Item In Your Itemized Equipment Budget?

☐ YES Reason for Request: turbo actuator in garbage truck #4189 failed
☒ NO Item Description: turbo charger and turbo actuator

Est. Useful Life: ☐ 3 yrs ☐ 5 yrs ☒ 7 yrs ☐ 10 yrs ☐ 15 yrs ☐ 20 yrs ☐ Other _____

Name of Person Responsible: Brad Hamner

Location of Item: Public Works - Public Services (Garbage)

Is This Item Replacement Equipment?

☐ NO

☒ YES

City ID Number that is being replaced: no ID (parts are in PW #4189)

Reason for Replacement: current parts have failed

☐ Surplus (attach surplus form)

☐ Transfer (attach transfer form)

☒ Other return to vendor for credit

Will This Item Be Purchased With Grant Funds?

☒ NO

☐ YES

Grant Agency:

Grant Number:

% Participation:

◆ Departmental Use Only ◆

Bid Number: n/a

Date Bid: n/a

New Bid: ☐ Yes ☐ No

Requisition Number: REQ253156

Department Head Signature: _____

Date: 05/28/2025

◆ Finance Department Use Only ◆

Purchase Account #:

Total Equipment Budget:

YTD Expenditures:

Total Funds Available:

Comments:

Finance Signature: _____

Date: 5/28/25

◆ City Administrator Use Only ◆

Comments:

Approve ☒

Disapprove ☐

City Administrator Signature: _____

Date: 5/28/25



REQUEST TO CITY ADMINISTRATOR FOR THE ROUTINE DISPOSAL OF CITY OWNED PERSONAL PROPERTY

Department: Public Works

Describe Property or Attach Exhibit List: VTG turbo actuator and turbo from 2019 Freightliner Garbage Truck #4189

Age of Item: 8 Cost of Item When New: \$ 5,600.00 Current Value of Item: \$ 835.00

Item Being Replaced ☒ Yes ☐ No Replacement Cost \$ 5,650.00 Replacement Budgeted? ☒ Yes ☐ No

Reason Item Should Be Declared Surplus: Parts will be removed and submitted to Truckworx for core credits

Method of Proposed Disposal: submittal to Truckworx

Computers & anything IT related, use attached Exhibit "A" Form to list description of item(s).

If Vehicle, Year/Make/Model: _____

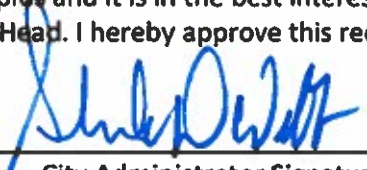
Mileage: _____ Kelly Blue Book Value: _____ Disposal Method ☐ Sale ☐ Salvage

All monies received from disposal of any personal property should be delivered to the Finance Department.

I hereby certify that the property listed will not be given or sold to any individual, group of individuals or entity other than what is shown.

 5/28/2025
Department Head Signature / Date

I have reviewed this request. I hereby find that the property listed is surplus and it is in the best interest of the City for the property to be disposed of as requested by the Department Head. I hereby approve this request.

 5/28/25
City Administrator Signature / Date



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

AGENDA ITEM NO. 9.c.10.

MEETING DATE: June 16, 2025

SUBJECT: Purchase Requisitions, Lance Holloway Productions, LLC, \$5,750.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Morgan Williams

Approved By: Brad Matthews

Summary:

The Engineering department is requesting the City Council approve the purchase requisition for Lance Holloway Productions, LLC in the amount of \$5,750.00.

Recommendation:

That the requested purchase requisition be approved.

Funding Source/GL Code:

GL Code No. 01-15-000-50250 Amount: \$5,750.00

Motion for Consideration:

I move that the City Council approved the purchase requisition for Lance Holloway Productions, LLC in the amount of \$5,750.00.



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

AGENDA ITEM NO. 9.c.11.

MEETING DATE: June 16, 2025

SUBJECT: Purchase Requisition, Sky Elements, LLC, \$56,000.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Morgan Williams

Approved By: Brad Matthews

Summary:

The Engineering department is requesting the City Council approve the requested purchase requisition for Sky Elements, LLC in the amount of \$56,000.00.

Recommendation:

That the requested purchase requisition be approved.

Funding Source/GL Code:

GL Code No. 01-15-000-50250 Amount: \$56,000.00

Motion for Consideration:

I move that the City Council approve the purchase requisition for Sky Elements, LLC in the amount of \$56,000.00



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

AGENDA ITEM NO. 11.c.1.

MEETING DATE: June 16, 2025

SUBJECT: Second Reading, Ordinance Ordering Demolition of an Unsafe Structure located at 1203 EJ James Jr. Parkway.

Unfinished Business: X

Public Hearing: X

New Business:

First Reading:

Consent Agenda:

Second Reading: X

Prepared By: Katelyn Lesley

Approved By: Julie Ramm

Summary:

The Chief Building Official has found that the structure located at 1203 EJ James Jr. Parkway is unsafe and dangerous to public health. We are recommending the structure be demolished. All necessary procedures have been followed pursuant to Act No. 80-410.

Recommendation:

That this structure be demolished.

Funding Source/GL Code:

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

Motion for Consideration:

I make a motion to approve the ordinance ordering demolition of an unsafe structure located at 1203 EJ James Jr. Parkway.

ORDINANCE NO.

ORDINANCE ORDERING DEMOLITION OF UNSAFE STRUCTURES

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

1203 EJ James Jr. Parkway, Northport, AL 35476

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

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

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

1. That the Northport City Council finds that the following building, structure, or part thereof, or party wall or foundation, in the City of Northport, to-wit: **1203 EJ James Jr. Parkway, Northport, AL 35476** is unsafe, dangerous, offensive or injurious to the public health, comfort or welfare of the community to the extent that it is a public nuisance.
2. That the aforementioned building, structure, or part thereof, or party wall or foundation, is hereby ordered demolished, pursuant to the terms and conditions of Sections 11-53B-1, et seq., Code of Alabama (1975), as amended.
3. The provisions of this Ordinance are separable. If any part or parts of this Ordinance are declared unconstitutional or otherwise invalid by a court of competent jurisdiction, the remaining part or parts thereof shall continue in full force and effect.
4. This Ordinance expressly does not repeal any other provisions of the Code of Ordinances of the City of Northport, Alabama.
5. This Ordinance shall become effective immediately upon its passage or otherwise becoming law.

ORDAINED AND DONE this _____ day of _____, 2025.

CITY COUNCIL OF THE CITY OF
NORTHPORT

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda Webb, City Administrator-Clerk

APPROVED this the ____ day of _____, 2025

Dr. John Hinton, Mayor

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

Glenda Webb.
City Administrator-Clerk

1st Reading: June 2, 2025
Motion:
2nd Reading: June 16, 2025
Motion By:
Second By:
Publication:

GORDON ROSEN (1921 – 2014)
R. BERNARD HARWOOD, JR.
JAMES J. SLEDGE
**BLAKE A. MADISON
†♦W. BRADFORD ROANE, JR.
FOSTER C. ARNOLD
††MATTHEW Q. TOMPKINS
TERRI OLIVE TOMPKINS
JENNIFER T. CRABTREE
††JANE L. CALAMUSA
KRISTOFOR D. SODERGREN
ANN L. REARDON
††LORI C. BAIRD
††JILLIAN L. GUIN WHITE
•EMILEE H. SCHEEFF



KALEB D. BEAMS
KATHLEEN ELEBASH
ALLIE S. MONTGOMERY
TAYLER S. HANSFORD
JOSEPH P. MEIGS
††CHANDLER N. WILLIAMS
♦♦JANEL C. BEASLEY

•L.L.M. in Taxation
**Certified Information Privacy Professional
†Also admitted in Florida
††Also admitted in Mississippi
♦Also admitted in Georgia
♦♦Also admitted in Mississippi

OF COUNSEL
KENNETH D. DAVIS

April 15, 2025

Writer's Email Address:
farnold@rosenharwood.com

Rosen Harwood Internal File No. 25-436

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

**RE: Request for Title Report
1203 EJ James Jr. Pkwy, Northport, AL 35476**

Dear Mr. Mitchell:

Per your request, we have examined title from September 2, 1937 through April 6, 2025 and offer the following summary Title Report on the above reference property. Copies of reference documents may be provided upon request.

Address: 1203 EJ James Jr. Pkwy, Northport, AL 35476 (See Note below)

Ad Valorem Tax Parcel ID#: 63-31-05-15-2-010-014.000

Legal: See Exhibit "A" attached hereto and incorporated by reference herein as if fully set out (hereinafter the "Subject Property").

Owner(s) of record (the "Owner") (Subject to further Requirements set forth below)

Life Estate: Dorothy Ann Mayfield.

Remainder: Derrick Hardy and David Lee Price and Shannon Colvin Patrick, and Sharon Price.

Ad Valorem Taxes are Assessed to: Dorothy Ann Mayfield

Tax Amount: Ad valorem taxes for 2024 in the amount of \$228.69 were paid to the Tuscaloosa County Tax Collector on December 19, 2024 by F. Elaine Hayes.

Notes: Tax Assessment shows the Subject Property as having an address of 1203 15th Street Court, Northport, AL 35476.

Sources of Title: Deed Book 1233, at Page 54, and Deed Book 1999, at Page 1025

Chain of Title: Ethel R. McGuire and J.H. McGuire conveyed by Warranty Deed to Isaac Mayfield as recorded September 28, 1937 in Deed Book 188, at Page 233. Affidavit recorded in Deed Book 1999, at Page 13996 demonstrates that Isaac Lewis Mayfield, Jr. was the sole heir at law of Isaac Mayfield. Isaac Lewis Mayfield, Jr. conveyed by Warranty Deed to Carrie M. Colvin as recorded March 18, 1996 at Deed Book 1233, at Page 54. Carrie M. Colvin conveyed a life estate only to Dorothy Ann Mayfield as recorded July 9, 1999, at Deed Book 1999, at Page 10251. There is no further instrument or estate covering the interest of Dorothy Ann Mayfield. As a result, the life estate is currently owned by Dorothy Ann Mayfield. If deceased, this life estate of Dorothy Ann Mayfield has terminated. An Affidavit recorded in Deed Book 2017, at Page 763 and in Deed Book 2017, at Page 765 indicate that Derrick Hardy, David Lee Price, Shannon Patrick, and Sharon Price are the successors in interest to the remainder interest owned by Carrie M. Colvin.

PLEASE NOTE, the above does not constitute the entire chain of title for the Subject Property but a reasonable search for 88 years. Please advise if you wish to have the search go back further.

Mortgages Found: NONE

Judgments/Other Liens Found:

- a) Possible Judgment against one certain LeDerrick Hardy as recorded in Judgment Book 2016, at Page 5520 in favor of Alabama One Credit Union.
- b) Possible Judgment against one certain David Price as recorded in Judgment Book 2017, at Page 4062 in favor of West Alabama Emergency Physicians.
- c) Possible Judgment against one certain Sharon Price as recorded in Judgment Book 202, at Page 5068 in favor of the State of Alabama Department of Revenue.

In addition to the matters set forth above, ownership of the Subject Property is subject to the following Exceptions to title:

- 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 of and inspection of the premises;
- 2. Ad valorem taxes for the 2025 year and subsequent years.
- 3. There are no recorded municipal or zoning assessments, during the scope of the title search, filed against the Subject Property; 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 Subject Property.
- 4. All rights-of-way, easements, and restrictive covenants applicable to the Subject Property recorded in the Probate Office of Tuscaloosa County, whether or not specifically set forth hereinbelow.

5. If the Chain of Title includes a conveyance by an entity (including but not limited to a corporation, limited liability company, limited liability partnership, general partnership), this report does not make any representation as to the due and proper formation of such entity or the identity of duly authorized managing signatory(ies) therefor having executed any such instrument.
6. No representation or warranty is made with this Title Report as to compliance or non-compliance of the Subject Property with applicable local zoning ordinances or subdivision statutes.
7. Rights of parties in possession other than the record title Owner(s).
8. Any claim to ownership of minerals (or similar substances) and mining rights thereto including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Subject Property or produced from the Subject Property, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights appear in the Public Records or are shown specifically in the exceptions below.
9. We have not requested or performed an environmental audit and make no such representations are made with this Title Report regarding the same as to the past or present condition of the Subject Property for hazardous substances;
10. This report does not attempt to confirm ownership of an exact amount of acreage or square feet contained within the Subject Property;
11. No representation or warranty has been made for the status of legal right of access to the Subject Property.
12. If adjacent to a publicly dedicated road, the Subject Property is potentially subject to any existing rights-of-way therefor which could predate the underlying scope of the search described above.
13. No representation or warranty is made with this Title Report as to the accuracy of any marital status recitation or homestead recitation set forth in any instrument in the Chain of Title.

REQUIREMENT: Should any of the above-listed owners of the Remainder Interest now be deceased, please inform the undersigned for an update of this opinion as further work to confirm heirship or devise devolution, may be necessary on your part and further Requirements may be necessary to determined the current ownership.

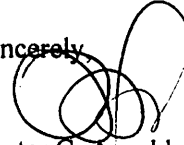
REQUIREMENT: Obtain a death certificate for Dorothy Ann Mayfield, if deceased.

City of Northport
April 15, 2025

This Title Report is limited to the matters expressly set forth in this letter. No other opinions beyond the matters expressly stated herein should be concluded by or inferred from this Title Report. This Title Report has an effective date set forth below. This Title Report is furnished to the City of Northport for its sole intended use. The benefit of this Title Report shall not run to any other third party without the express permission of the undersigned attorney. This liability of the undersigned is limited to the amount paid for this Title Report as set forth below.

This Title Report is made effective as of April 6, 2025 @ 8:00 AM.

Sincerely,

A handwritten signature in black ink, consisting of several overlapping loops and a final flourish, positioned over the word "Sincerely,".

Foster C. Arnold

Fee Invoiced for Title Report \$400.00

cc: Ronald L. Davis (via email)

Exhibit "A"

Begin at the Northeast corner of Lot 15 in Moore Subdivision in the Town of Northport, Alabama; run thence in a Westerly direction along the North line of said Lot 15 twenty five feet for a starting point. From this starting point continue in a Westerly direction along said North line 40 feet to a point; thence in a Southerly direction parallel with the West boundary line of said lot to the South boundary line of said lot; thence Eastwardly along said South line 40 feet to a point; thence Northwardly and parallel with the West boundary line of said lot to the point of beginning.



Mayor • Dr. John Hinton

Council Members

District 1 • Christy Bobo

District 2 • Woodrow Washington, III

District 3 • Karl Wiggins

District 4 • Jamie Dykes

District 5 • Anwar Aiken

City Administrator • Glenda D. Webb

April 23, 2025

Dorothy Mayfield

40 Village Lane

Windsor, CT 06095

**RE: NOTICE OF UNSAFE STRUCTURE AT – 1203 EJ James Jr. Pkwy, Northport, AL 35476
TAX PARCEL I.D. # 63-31-05-15-2-010-014.000**

To Whom It May Concern:

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

You have forty-five (45) days from your receipt of this notice to either remedy all unsafe conditions as more particularly described on the attached list or to demolish and remove said structure and all associated debris. If the repairs cannot be made in that time period, you must submit a work plan within forty-five (45) days, which shall be subject to the City's approval. If at the end of such forty-five (45) day period an unsafe structure, or portion thereof, remains on the subject property, I will recommend to the City Council at its meeting on June 16, 2025 that said structure(s) be demolished by the City and a lien in the form of a special assessment be placed against the parcel upon which said structure(s) is presently located.

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

Dorothy Mayfield

April 4, 2025

Page Two

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

Sincerely,

Tyler Mitchell
Chief Building Official

Enclosures: (Photograph and Inspection Report)

cc: City Administrator

EXHIBIT "A"
CONDEMNATION REPORT

JOB LOCATION: **1203 EJ James Jr. Parkway, Northport, AL 35476**
OWNER: **Dorothy Mayfield**

PROPERTY MAINTANANCE CODE

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



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

PURSUANT to Article II (Demolition of Unsafe Buildings) of the Northport City Code, the Building Inspector for the City of Northport has found that the structure(s), building(s), party wall(s) and/or foundation(s), or parts thereof, located at **1203 EJ James Jr. Parkway** in the City of Northport, which real property was last assessed for state taxes by **Dorothy Mayfield**, is unsafe, dangerous, offensive or injurious to the public health, comfort or welfare to the extent that it is a public nuisance.

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

On the **16th** day of **June 2025**, the Northport City Council will hold a public meeting at City Hall, 3500 McFarland Blvd., Northport, Alabama 35476, to determine whether or not such building(s) or structure(s) is unsafe, dangerous, offensive, or injurious to the public health, comfort or welfare to the extent it is a public nuisance. All parties who wish to object to the Building Inspector's findings may do so by filing a written objection with the City Administrator, P.O. Box 569, Northport, Alabama 35476 and/or by attending said hearing in person. All parties who wish to object to the Building Inspector's findings at said hearing in person must request the same in writing at least five (5) calendar days prior to said hearing.

Tyler Mitchell, Chief Building Inspector



CITY OF NORTHPORT

OWNER: Dorothy Mayfield

MAILING ADDRESS: 40 Village Lane Windsor, CT 06095

LOCATION OF STRUCTURE: 1203 EJ James Jr. Parkway Northport, AL 35476

April 23, 2025

NOTICE

DO NOT REMOVE

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

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

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

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

BUILDING OFFICIAL











Mayor • Dr. John Hinton

Council Members

District 1 • Christy Bobo

District 2 • Woodrow Washington, III

District 3 • Karl Wiggins

District 4 • Jamie Dykes

District 5 • Anwar Aiken

City Administrator • Glenda D. Webb

CITY OF NORTHPORT

CERTIFICATION OF RECORD

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

Ordinance: _____ Entitled: Ordinance ordering demolition of unsafe structures located at 1203 EJ James Jr. Parkway.

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

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

Certified this _____ day of _____, 2025.

S E A L

Glenda D. Webb
City Administrator/Clerk



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

AGENDA ITEM NO. 11.c.2.

MEETING DATE: June 16, 2025

SUBJECT: Second Reading, Ordinance Ordering Demolition of an Unsafe Structure Located at 1204 10th Street.

Unfinished Business: X

Public Hearing: X

First Reading:

Consent Agenda:

Second Reading: X

Prepared By: Katelyn Lesley

Approved By: Julie Ramm

Summary:

The Chief Building Official has found that the structure located at 1204 10th Street is unsafe and dangerous to public health. We are recommending the structure be demolished. All necessary procedures have been followed pursuant to Act No. 80-410.

Recommendation:

That this structure be demolished.

Funding Source/GL Code:

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

Motion for Consideration:

I make a motion to approve the ordinance ordering demolition of an unsafe structure located at 1204 10th Street.

ORDINANCE NO.

ORDINANCE ORDERING DEMOLITION OF UNSAFE STRUCTURES

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

1204 10th Street, Northport, AL 35476

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

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

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

1. That the Northport City Council finds that the following building, structure, or part thereof, or party wall or foundation, in the City of Northport, to-wit: **1204 10th Street, Northport, AL 35476** is unsafe, dangerous, offensive or injurious to the public health, comfort or welfare of the community to the extent that it is a public nuisance.
2. That the aforementioned building, structure, or part thereof, or party wall or foundation, is hereby ordered demolished, pursuant to the terms and conditions of Sections 11-53B-1, et seq., Code of Alabama (1975), as amended.
3. The provisions of this Ordinance are separable. If any part or parts of this Ordinance are declared unconstitutional or otherwise invalid by a court of competent jurisdiction, the remaining part or parts thereof shall continue in full force and effect.
4. This Ordinance expressly does not repeal any other provisions of the Code of Ordinances of the City of Northport, Alabama.
5. This Ordinance shall become effective immediately upon its passage or otherwise becoming law.

ORDAINED AND DONE this _____ day of _____, 2025.

CITY COUNCIL OF THE CITY OF
NORTHPORT

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda Webb, City Administrator-Clerk

APPROVED this the ____ day of _____, 2025

Dr. John Hinton, Mayor

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

Glenda Webb.
City Administrator-Clerk

1st Reading: June 2, 2025
Motion:
2nd Reading: June 16, 2025
Motion By:
Second By:
Publication:

GORDON ROSEN (1921 – 2014)
R. BERNARD HARWOOD, JR.
JAMES J. SLEDGE
••BLAKE A. MADISON
†•W. BRADFORD ROANE, JR.
FOSTER C. ARNOLD
††MATTHEW Q. TOMPKINS
TERRI OLIVE TOMPKINS
JENNIFER T. CRABTREE
††JANE L. CALAMUSA
KRISTOFOR D. SODERGREN
ANN L. REARDON
††LORI C. BAIRD
††JILLIAN L. GUIN WHITE
•EMILEE H. SCHEEFF



KALEB D. BEAMS
KATHLEEN ELEBASH
ALLIE S. MONTGOMERY
TAYLER S. HANSFORD
JOSEPH P. MEIGS
††CHANDLER N. WILLIAMS
••JANEL C. BEASLEY

*L.L.M. in Taxation
••Certified Information Privacy Professional
†Also admitted in Florida
††Also admitted in Mississippi
♦Also admitted in Georgia
♦♦Also admitted in Mississippi

OF COUNSEL
KENNETH D. DAVIS

April 15, 2025

Writer's Email Address:
farnold@rosenharwood.com

Rosen Harwood Internal File No. 25-435

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

RE: Request for Title Report
1204 10th Street, Northport, AL 35476

Dear Mr. Mitchell:

Per your request, we have examined title from 1936 through April 6, 2025 and offer the following summary Title Report on the above reference property. Copies of reference documents may be provided upon request.

Address: 1204 10th Street, Northport, AL 35476

Ad Valorem Tax Parcel ID#: 63-31-05-15-2-023-017.000

Legal: See Exhibit "A" attached hereto and incorporated by reference herein as if fully set out (hereinafter the "Subject Property").

Owner(s) of record (the "Owner"):

- James Mayfield, or in the event that he is deceased, his heirs at law, the identity and whereabouts of which are unknown.
- Robert Mayfield, or in the event that he is deceased, his heirs at law, the identity and whereabouts of which are unknown.
- Heirs at law of Icey B. Mayfield Holman, the identity and whereabouts of which are unknown.
- Heirs at law of Annie Lou Mayfield, the identity and whereabouts of which are unknown.
- Heirs at law of Cleo Mayfield Morse, the identity and whereabouts of which are unknown.
- Memnon Tierce, III at claimant at a Tax Sale.

Ad Valorem Taxes are Assessed to: Orlando B. Morse et al, c/o Randy Morse. However, the Tax Assessor's Notes indicate assessment as follows: Icey B. Mayfield Holman (Heirs of)-3/5 interest; Heirs of Cleo Morse -1/5 interest; Heirs of Lue Mayfield-1/5 interest. The Assessment notes "In Care of: Vera Morse Reed." The Tax Sale Documents indicate the Subject Property is Assessed Orlando B. Morse, et al.

Tax Amount: Ad valorem taxes for 2024 in the amount of \$364.91 HAVE NOT BEEN PAID TO DATE AND ARE PAST DUE.

Sources of Title: The latest Sources of Title would be Deed Book 332, at Page 70; Deed Book 1239, at Page 9; Deed Book 1239, at Page 11.

Notes: Given reference in the Tax records and tax sale records to Randy Morse, Orlando B. Morse, and Vera Morse Reed, you should consider giving notice to them as well in addition to the owners listed above.

Chain of Title: Jim Mills and Liddie Mills acquired the Subject Property by Deed dated December 17, 1936 recorded in Deed Book 332, at Page 70. "Out sale conveyances" to third parties of Tax Parcel 63-31-05-15-2-023-016.000 in Deed Book 223, at Page 207 (West part of Lot 35) and Tax Parcel 63-31-05-15-2-023-017.001 in Deed Book 354, at Page 480 (being the North 86 feet of Lot 35) were executed by Jim Mills Mayfield and Liddie Mayfield. There is no further conveyance of the Subject Property by Jim Mills Mayfield or Liddie Mills Mayfield, and thus it would have been vested in Liddie Mills Mayfield and Jim Mills Mayfield as of their respective deaths. Affidavits of record establish the heirship of Jim Mills Mayfield, who died on or about 1955-1956, as being in his surviving spouse Liddie Mayfield and 5 surviving children (all other children died without descendants or without ever having ever been married), the same five children being the heirs at law of Liddie Mills Mayfield when she died in October of 1967. Namely there were: James Mayfield, Robert Mayfield, Cleo Mayfield Morse, Tommie Mayfield, and Icey Mayfield Holman. Subsequently, there were conveyances by James Mayfield (Deed Book 1239, at Page 9) and by Robert Mayfield (Deed Book 1239, at Page 11) both to Icey B. Mayfield Holman. Both of these conveyances did not properly describe the Subject Property and in fact, described an outsell parcel long ago sold off by Jim Mills Mayfield and Liddie Mills Mayfield to third parties (see above). However, the Tax Assessor has treated these two conveyances as vesting in Icey B. Mayfield the interests of James Mayfield and Robert Mayfield, giving her a 3/5 interest in the Subject Property. Note: You must consider, due the erroneous legal description in these two properties, that the successors in interest to James Mayfield and the successors in interest to Robert Mayfield could still have a claim to the Subject Property. Tommie Mayfield died January 1979 leaving no children and only a spouse. By Alabama law in 1979, his siblings would have inherited his 1/5 interest, but the Tax Assessor has for years attributed the ownership of his 1/5 interest to his spouse Annie Lou Mayfield. Annie Lou Mayfield died October 2015, per the tax assessor's notes with no estate probated and no evidence by affidavit of her heirship. Icey B. Mayfield died February 2018, per the tax assessor's notes with no estate probated and no evidence by affidavit of her heirship. Cleo Mayfield Morse died September 2006, per the Tax Assessor's notes with no estate probated and no evidence by affidavit of her heirship. The Subject Property was sold for 2022 Ad Valorem Taxes to The Capstone Elite Group, LLC (Judgment Book 2023, at Page 3423) but redeemed by Randy Morse at Redemption Book 2023, at Page 4. The Subject Property was again sold for 2023 Ad Valorem Taxes to Memnon Tierce, III (Judgment Book 2024, at Page 3245). The Subject Property has not yet been redeemed, but yet a Tax Deed has not been issued, and the three year redemption period has not passed.

As a result of the above, the following are considered parties to the ownership or claimants to the Subject Property:

James Mayfield, or in the event that he is deceased, his heirs at law, the identity and whereabouts of which are unknown.

Robert Mayfield, or in the event that he is deceased, his heirs at law, the identity and whereabouts of which are unknown.

Heirs at law of Icey B. Mayfield Holman, the identity and whereabouts of which are unknown.

Heirs at law of Annie Lou Mayfield, the identity and whereabouts of which are unknown.

Heirs at law of Cleo Mayfield Morse, the identity and whereabouts of which are unknown.

Memnon Tierce, III at claimant at a Tax Sale.

THE ABOVE OWNERSHIP IS SUBJECT TO THE CAVEAT THAT DUE TO UNKNOWN HEIRSHIP OF VARIOUS PARTIES, THE POTENTIAL SUCCESSORS IN INTEREST TO JAMES MAYFIELD, ROBERT MAYFIELD, ICEY B. MAYFIELD, ANNIE LOU MAYFIELD, AND CLEO MAYFIELD MORSE COULD NOT BE RUN IN THE DIRECT INDICES AS PART OF THE UNDERLYING TITLE SEARCH.

PLEASE NOTE, the above does not constitute the entire chain of title for the Subject Property but a reasonable search for 89 years. Please advise if you wish to have the search go back further.

Mortgages Found: NONE. This determination is subject to the caveat that due to heirship, the potential successors in interest to James Mayfield, Robert Mayfield, Icey B. Mayfield, Annie Lou Mayfield, and Cleo Mayfield Morse could not be run in the direct indices as part of the underlying title search.

Judgments/Other Liens Found: NONE. This determination is subject to the caveat that due to heirship, the potential successors in interest to James Mayfield, Robert Mayfield, Icey B. Mayfield, Annie Lou Mayfield, and Cleo Mayfield Morse could not be run in the direct indices as part of the underlying title search.

In addition to the matters set forth above, ownership of the Subject Property is subject to the following Exceptions to title:

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 of and inspection of the premises;
2. Ad valorem taxes for the 2024 year and subsequent years. NOTE 2024 AD VALOREM TAXES REMAIN UNPAID.
3. There are no recorded municipal or zoning assessments, during the scope of the title search, filed against the Subject Property; 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 Subject Property.
4. All rights-of-way, easements, and restrictive covenants applicable to the Subject Property recorded in the Probate Office of Tuscaloosa County, whether or not specifically set forth hereinbelow.

5. If the Chain of Title includes a conveyance by an entity (including but not limited to a corporation, limited liability company, limited liability partnership, general partnership), this report does not make any representation as to the due and proper formation of such entity or the identity of duly authorized managing signatory(ies) therefor having executed any such instrument.
6. No representation or warranty is made with this Title Report as to compliance or non-compliance of the Subject Property with applicable local zoning ordinances or subdivision statutes.
7. Rights of parties in possession other than the record title Owner(s).
8. Any claim to ownership of minerals (or similar substances) and mining rights thereto including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Subject Property or produced from the Subject Property, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights appear in the Public Records or are shown specifically in the exceptions below.
9. We have not requested or performed an environmental audit and make no such representations are made with this Title Report regarding the same as to the past or present condition of the Subject Property for hazardous substances;
10. This report does not attempt to confirm ownership of an exact amount of acreage or square feet contained within the Subject Property;
11. No representation or warranty has been made for the status of legal right of access to the Subject Property.
12. If adjacent to a publicly dedicated road, the Subject Property is potentially subject to any existing rights-of-way therefor which could predate the underlying scope of the search described above.
13. No representation or warranty is made with this Title Report as to the accuracy of any marital status recitation or homestead recitation set forth in any instrument in the Chain of Title.

REQUIREMENTS:

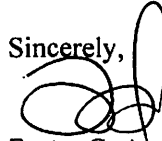
- 1) **Investigate whether James Mayfield and Robert Mayfield are still alive, or if not the identity and location of their heirs at law and successors in interest to the claim they have against the Subject Property.**
- 2) **Investigate the identity and location of the heirs at law of Icey B. Mayfield.**
- 3) **Investigate the identity and location of the heirs at law of Annie Lou Mayfield.**
- 4) **Investigate the identity and location of the heirs at law of Cleo Mayfield Morse.**
- 5) **Ideally, any heirship identity should be substantiated with Affidavits of Heirship executed by disinterested third parties.**
- 6) **Contact the undersigned upon your determination of further parties in interest so that their names can be run in the Probate records.**

City of Northport
April 15, 2025

This Title Report is limited to the matters expressly set forth in this letter. No other opinions beyond the matters expressly stated herein should be concluded by or inferred from this Title Report. This Title Report has an effective date set forth below. This Title Report is furnished to the City of Northport for its sole intended use. The benefit of this Title Report shall not run to any other third party without the express permission of the undersigned attorney. This liability of the undersigned is limited to the amount paid for this Title Report as set forth below.

This Title Report is made effective as of April 6, 2025 @ 8:00 AM.

Sincerely,

A handwritten signature in black ink, appearing to be "Foster C. Arnold", written over the word "Sincerely,".

Foster C. Arnold

Fee Invoiced for Title Report \$470.00

cc: Ronald L. Davis (via email)

Exhibit "A"

Lot No. 35 in Robert Cooke survey, said Lot fronting on Tanyard Street, in Section 15, Township 21, Range 10 West, Tuscaloosa County, Alabama.

LESS AND EXCEPT THE FOLLOWING PARCEL:

Begin at the southwest corner of Lot No. 35 of Robert Cooke survey located in Section 15, Township 21, Range 10 West, run thence east along the north margin of East Tanyard Street a distance of 52 feet to a point, run thence northwardly a distance of 140 feet to a point, run thence westwardly a distance of fifty-two feet to a point, run thence southwardly a distance of 140 feet to the point of beginning.

ALSO LESS AND EXCEPT THE FOLLOWING PARCEL:

A strip of land of uniform width of Eighty-Six Feet (86') off the entire North End of Lot Number Thirty-Five (35) in Robert Cooke Survey, located in Section 15, Township 21 South, Range 10 West, Tuscaloosa County, Alabama.



Mayor • Dr. John Hinton

Council Members

District 1 • Christy Bobo

District 2 • Woodrow Washington, III

District 3 • Karl Wiggins

District 4 • Jamie Dykes

District 5 • Anwar Aiken

City Administrator • Glenda D. Webb

April 23, 2025

Memnon Tierce, III

P.O. Box 1996

Tuscaloosa, AL 35403

**RE: NOTICE OF UNSAFE STRUCTURE AT – 1204 10th Street, Northport, AL 35476
TAX PARCEL I.D. # 63-31-05-15-2-023-017.000**

To Whom It May Concern:

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

You have forty-five (45) days from your receipt of this notice to either remedy all unsafe conditions as more particularly described on the attached list or to demolish and remove said structure and all associated debris. If the repairs cannot be made in that time period, you must submit a work plan within forty-five (45) days, which shall be subject to the City's approval. If at the end of such forty-five (45) day period an unsafe structure, or portion thereof, remains on the subject property, I will recommend to the City Council at its meeting on June 16, 2025, that said structure(s) be demolished by the City and a lien in the form of a special assessment be placed against the parcel upon which said structure(s) is presently located.

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

Memnon Tierce, III

April 23, 2025

Page Two

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

Sincerely,

Tyler Mitchell
Chief Building Official

Enclosures: (Photograph and Inspection Report)

cc: City Administrator



Mayor • Dr. John Hinton

Council Members

District 1 • Christy Bobo

District 2 • Woodrow Washington, III

District 3 • Karl Wiggins

District 4 • Jamie Dykes

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City Administrator • Glenda D. Webb

April 23, 2025

Orlando Morse

13582 Simmons Drive

Coker, AL 35452

**RE: NOTICE OF UNSAFE STRUCTURE AT – 1204 10th Street, Northport, AL 35476
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Orlando Morse

April 23, 2025

Page Two

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

Sincerely,

Tyler Mitchell
Chief Building Official

Enclosures: (Photograph and Inspection Report)

cc: City Administrator

EXHIBIT "A"
CONDEMNATION REPORT

JOB LOCATION: **1204 10th Street, Northport, AL 35476**
OWNER: **Orlando Morse**

PROPERTY MAINTANANCE CODE

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

EXHIBIT "A"
CONDEMNATION REPORT

JOB LOCATION: **1204 10th Street, Northport, AL 35476**
OWNER: **Memnon Tierce, III**

PROPERTY MAINTANANCE CODE

X Main Dwelling	301
Accessory Structure	302.7
Foundations:	304.1.1/304.5
X Foundation Wall Damaged	
X Foundation Piers Damaged	
Footings Damaged	
Sill Plates	304.1.1(7)
X Foundation Sill Rotted	
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X Floor Joist Sagging	
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X Flooring Rotted/Cracks/Holes	
X Ceiling Rotted/Cracks/Holes	
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X No Potable Water	
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Improper Plumbing Fixtures	



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

PURSUANT to Article II (Demolition of Unsafe Buildings) of the Northport City Code, the Building Inspector for the City of Northport has found that the structure(s), building(s), party wall(s) and/or foundation(s), or parts thereof, located at **1204 10th Street** in the City of Northport, which real property was last assessed for state taxes by **Memnon Tierce, III**, is unsafe, dangerous, offensive or injurious to the public health, comfort or welfare to the extent that it is a public nuisance.

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

On the **16th** day of **June 2025**, the Northport City Council will hold a public meeting at City Hall, 3500 McFarland Blvd., Northport, Alabama 35476, to determine whether or not such building(s) or structure(s) is unsafe, dangerous, offensive, or injurious to the public health, comfort or welfare to the extent it is a public nuisance. All parties who wish to object to the Building Inspector's findings may do so by filing a written objection with the City Administrator, P.O. Box 569, Northport, Alabama 35476 and/or by attending said hearing in person. All parties who wish to object to the Building Inspector's findings at said hearing in person must request the same in writing at least five (5) calendar days prior to said hearing.

Tyler Mitchell, Chief Building Inspector



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

PURSUANT to Article II (Demolition of Unsafe Buildings) of the Northport City Code, the Building Inspector for the City of Northport has found that the structure(s), building(s), party wall(s) and/or foundation(s), or parts thereof, located at **1204 10th Street** in the City of Northport, which real property was last assessed for state taxes by **Orlando Morse**, is unsafe, dangerous, offensive or injurious to the public health, comfort or welfare to the extent that it is a public nuisance.

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

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Tyler Mitchell, Chief Building Inspector



CITY OF NORTHPORT

OWNER: Memnon Tierce, III

MAILING ADDRESS: PO Box 1996, Tuscaloosa, AL 35403

LOCATION OF STRUCTURE: 1204 10th Street, Northport, AL 35476

April 23, 2025

NOTICE

DO NOT REMOVE

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

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

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

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

BUILDING OFFICIAL



CITY OF NORTHPORT

OWNER: Orlando Morse

MAILING ADDRESS: 13582 Simmons Drive, Coker, AL 35452

LOCATION OF STRUCTURE: 1204 10th Street, Northport, AL 35476

April 23, 2025

NOTICE

DO NOT REMOVE

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

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

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

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

BUILDING OFFICIAL











Mayor • Dr. John Hinton

Council Members

District 1 • Christy Bobo

District 2 • Woodrow Washington, III

District 3 • Karl Wiggins

District 4 • Jamie Dykes

District 5 • Anwar Aiken

City Administrator • Glenda D. Webb

CITY OF NORTHPORT

CERTIFICATION OF RECORD

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

Ordinance: _____ Entitled: Ordinance ordering demolition of unsafe structures located at 1204 10th Street.

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

I further certify that the said original was duly adopted by the Northport City Council in public session on _____ 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