

NORTHPORT CITY COUNCIL MEETING
MONDAY, SEPTEMBER 22, 2025
5:30 PM

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. PRESENTATIONS

- a. Proclamation Recognizing Lily Pads Boutique as Business of the Month
- b. Northport School Principals - Thank You

6. APPROVAL OF THE AGENDA

7. VISITORS TO ADDRESS THE COUNCIL

- a. Walter Poole - Poor signage and like problems at Hwy 69 & Northwood Lake.

8. UNFINISHED BUSINESS

a. Ordinances and Resolutions of a Permanent Nature

- 1. Second Reading, Ordinance Adopting the FY2026 General Fund Operational Budget - Darren McGee
- 2. Second Reading, Ordinance Adopting the FY2026 Water & Sewer Fund Operational Budget - Darren McGee
- 3. Second Reading, Ordinance amending Chapter 74, Article IV pertaining to Water and Sewer Rates - Ron Davis

9. NEW BUSINESS

a. Ordinances and Resolutions of a Permanent Nature

- 1. First Reading, Ordinance repealing Section 2-38 of Chapter 2 of the Northport Municipal Code pertaining to Council Committees - Ron Davis
- 2. First Reading, Resolution fixing the cost of demolition and authorizing filing a lien for the parcel located at 1203 EJ James Jr Parkway. - Julie Ramm

b. Resolutions of a Temporary Nature

- 1. Resolution Authorizing Water Service Outside the City Limits for Property Located at 14661 Bone Camp Road - Ron Davis
- 2. Resolution authorizing the Human Resource Department to advertise for the position of City Administrator - Ron Davis
- 3. Resolution authorizing the City Administrator to sign the Settlement Agreement and Release pertaining to the DP Holdings, LLC Claim - Ron Davis
- 4. Resolution authorizing the City Administrator to sign the resolution complying with Homeland Security Presidential Directive-5 as outlined in the National Incident Management System (NIMS) - Glenda Webb
- 5. Resolution authorizing an additional three-year term Lease Agreement with the Alabama Department of Transportation (ALDOT) for parking underneath Hugh Thomas Bridge - Glenda Webb
- 6. Resolution Authorizing the City Administrator to Execute Special Authority Loan Conditions Agreements with the Alabama Drinking Water Finance Authority and the Alabama Department of Environmental Management Relating to Lead Service Line Inventory. - Glenda Webb
- 7. Resolution Authorizing the City Administrator to Enter into a Reimbursable Agreement with Alabama Department of Transportation for Relocations of Utilities for Highway 82 & Highway 43 - Tera Tubbs
- 8. Resolution Authorizing the City Administrator to Execute Amendment No. 1 with CSL Services, Inc. for TwoMile Creek Flow Study Contract - Tera Tubbs
- 9. Resolution Authorizing the City Administrator to Execute Change Order No. 1 with Alatech Computer Solutions, LLC for River Run Park - Tera Tubbs

10. Resolution Authorizing the City Administrator to Enter Into Negotiations with Trident Development, LLC and 1871, LLC for an Economic Development Agreement - Tera Tubbs
11. Resolution authorizing the City Administrator to Execute an Agreement with Southeastern Network of Athletic Professionals (SNAP) Sports Tourism Consulting for Representation of the Sports Complex at Northport Shore - Tera Tubbs

c. Consent Agenda

1. Minutes, September 8, 2025 - Glenda Webb
2. Bill Listing - Glenda Webb
3. Purchase Requisition, Outsourced Legal Services, The Law Office of Kathy McCracken, LLC, \$7,560.00 - Ron Davis
4. Purchase Requisition, employee reimbursement for National Registry, Mason Sessoms, \$175.00 - Chief Bart Marshall
5. Purchase Requisition, Election Supplies and Ballots, Election Systems & Software, LLC, \$10,494.13. - Glenda Webb
6. Purchase Requisition, Annual License Fee, Placer Labs Inc, \$24,150.00. - Glenda Webb
7. Purchase Requisition, repair work for sinkhole at Main Ave & Park St; Video Industrial Services, \$13,290.00 - Brooke Starnes
8. Purchase Requisition, Replace Motor Circuit Conductors for Water Pump #2 at the WWTP, Stone & Sons, \$6,600.00 - John Webb
9. Purchase Requisition, University of Alabama Printing Services, District Notification Postcards, \$12,055.13 - Glenda Webb
10. Purchase Requisition, Vision Security Technologies, \$103,931.62, Final Payment for the Security Upgrades Capital Project - Scott Murphy

10. REPORTS OF SPECIAL COMMITTEES OF COUNCIL

11. PUBLIC HEARINGS

a. Engineering

b. Legal Department

1. Resolution fixing the cost of weed abatement and authorizing filing a lien for property located at 824 McFarland Blvd. - Ron Davis

c. Planning Inspections Department

1. Second Reading, Resolution fixing the cost of demolition and authorizing filing a lien for the parcel located at 5118 Azalea Trail. - Julie Ramm
2. Second Reading, Ordinance of Conditional Use approval for pet grooming in a Residential/Commercial/Institutional (RCI) zone for the property located at 703 Main Avenue. - Julie Ramm
3. Second Reading, Ordinance Ordering Demolition of an Unsafe Structure located at 3905 Hunter Creek Road - Julie Ramm
4. Second Reading, Ordinance Ordering Demolition of an Unsafe Structure located at 1603 7th Street - Julie Ramm
5. Second Reading, Ordinance Ordering Demolition of an Unsafe Structure Located at 2801 17th Avenue. - 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: September 22, 2025

SUBJECT: Second Reading, Ordinance Adopting the FY2026 General Fund Operational Budget

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda:

Second Reading: X

Prepared By: Kelly Homan

Approved By: Darren McGee

Summary:

Attached is an ordinance approving the FY2026 General Fund Operational Budget. These budget appropriations are for the fiscal year beginning October 1, 2025 through September 30, 2026. It was approved by the Finance Committee on August 18, 2025.

Recommendation:

Approve the attached Ordinance adopting the FY2026 General Fund Operational Budget.

Funding Source/GL Code:

GL Code No. Amount: \$

Motion for Consideration:

I move to adopt the Ordinance adopting the FY2026 General Fund Operational Budget.

ORDINANCE NO. _____

ORDINANCE ADOPTING THE FY2026 GENERAL FUND OPERATIONAL BUDGET

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

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

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

WHEREAS, said Ordinance requires that the budget be balanced.

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

1. The budget attached hereto as Exhibit “A” and incorporated herein by reference shall be and hereby is declared the General Fund Operational Budget for the City of Northport for the 2025 Fiscal year beginning October 1, 2025 and ending September 30, 2026.

ORDAINED this the 22nd day of September 2025

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda D. Webb, City Administrator

APPROVED this the 22nd day of September 2025.

John Hinton, Mayor

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

Glenda D. Webb, City Administrator

1st Reading: September 8, 2025
Motion By:
2nd Reading: September 22, 2025
Motion By:
Second By:
Publication:

EXHIBIT “A”

2026 General Fund Operating Budget

		2026 Proposed Budget
Account Number	Account Name	
01-40000	Business License	7,272,000.00
01-40001	City Sales Taxes	23,819,850.00
01-40002	County Sales Taxes	5,858,000.00
01-40003	Building Permits	313,100.00
01-40004	Property Taxes	4,860,000.00
01-40005	Motor Vehicle Licenses	95,950.00
01-40006	Liquor Taxes	303,000.00
01-40007	Tobacco Taxes	252,500.00
01-40008	Lodging Taxes	808,000.00
01-40009	Rental & Lease Tax	222,200.00
01-40010	Bank Excise Taxes	176,750.00
01-40011	Beer & Wine Taxes	72,467.50
01-40012	A.B.C. 2% Sales Taxes & Profits	75,000.00
01-40016	Garbage Collection Fees	2,222,000.00
01-40017	Court Costs & Fines	858,500.00
01-40019	Land Disturbing Permit	5,000.00
01-40020	Accident Reports	17,000.00
01-40021	Zoning Request & Petitions	17,500.00
01-40022	Production Privilege	5,176.25
01-40030	Audit Proceeds	250,000.00
01-40031	Business Privilege Taxes	32,092.75
01-40035	Franchise Fees	44,500.00
01-40060	Lien Payment Revenues	10,100.00
01-40070	R.O.W Permit Fees	200.00
01-40121	NPCC Rental Income	40,000.00
01-40200	Lease Income - Midstates Petroleum	30,000.00
01-40201	Lease Income - Lamar Advertising	1,800.00
01-40202	Commissions - Moore Petroleum	3,000.00
01-40206	Northport Housing Authority (Pmt in Lieu of Taxes)	15,000.00
01-40207	Sale of Disposed/Surplus Property	10,352.50
01-40212	State of Alabama R.O.W. Maintenance Contract	54,459.20
01-40215	Fire Dept. Misc. Revenues	120,000.00
01-40217	Interest Earned	850,000.00
01-40219	Insurance Proceeds	50,000.00
01-40224	Fire Dept. Rescue Runs	10,100.00
01-40230	Vending Machine Revenues	5,000.00
01-40240	Salary Reimbursements	70,700.00
01-40241	Reimbursements - Planning - Postage	5,000.00
01-40242	Reimbursements - Planning - Advertising	3,000.00
01-40310	Reimbursements - W&S - Overhead Cost	525,000.00
01-40275	Miscellaneous Revenue	121,200.00
01-40276	Convenience Fees	25,000.00
01-40301	Police Department - State	60,000.00
01-40302	Police Department - Federal	15,000.00
01-40306	Fire Department - Federal	15,000.00
01-40309	Engineering	2,600.00
01-40310	Other Grants and Programs	350,000.00
01-40322	Recycling Revenue	10,000.00
01-40405	Williamson Cemetery - Perpetual Care Revenue	2,500.00
01-40406	Williamson Cemetery - Memorial Care Revenue	2,500.00
01-40512	Indigent Treatment Revenue	6,000.00

		2026 Proposed Budget
Account Number	Account Name	
01-40513	Restitution Recovery Revenues	6,500.00
01-40515	Traffic Safety Program Revenues	10,000.00
01-40516	Sidewalk Bank Payments	10,000.00
01-40602	City Sponsored Events	35,350.00
01-40123	RRP Revenues	1,120,180.00
01-40605	Opioid Settlement Revenues	35,000.00
Total Revenues		51,211,128.20

Dept 13: Mayor and Council

01-13-100-50200	Travel & Training - Mayor & Council	18,000.00
01-13-100-50245	Development Funds - Mayor	8,000.00
01-13-101-50245	Development Funds - District 1	8,000.00
01-13-102-50245	Development Funds - District 2	8,000.00
01-13-103-50245	Development Funds - District 3	8,000.00
01-13-104-50245	Development Funds - District 4	8,000.00
01-13-105-50245	Development Funds - District 5	8,000.00
01-13-110-50000	Salaries & Wages	101,500.00
01-13-110-50020	FICA	7,800.00
01-13-110-50101	Subscriptions	250.00
01-13-110-50102	Postage	100.00
01-13-110-50104	Printing & Duplication	500.00
01-13-110-50105	Office Supplies	250.00
01-13-110-50175	Sundry Expense	500.00
01-13-110-50203	Presentations & Awards	500.00
01-13-110-50304	Committee & Work Session Expenses	500.00
01-13-110-50312	Cell Phones	5,000.00
Subtotal		182,900.00

Dept 15: Administrative Department

01-15-000-50000	Salaries & Wages	513,286.29
01-15-000-50010	Hiring & Recruitment Expenses	500.00
01-15-000-50020	FICA	39,266.40
01-15-000-50022	Retirement Expense	66,165.09
01-15-000-50024	Health Insurance	50,890.00
01-15-000-50025	Life Insurance	150.00
01-15-000-50026	Unemployment Taxes	200.00
01-15-000-50100	Dues	17,500.00
01-15-000-50101	Subscriptions	5,000.00
01-15-000-50102	Postage	750.00
01-15-000-50104	Printing & Duplication	2,000.00
01-15-000-50105	Office Supplies	5,000.00
01-15-000-50106	Office Equipment	500.00
01-15-000-50107	Office Furniture	500.00
01-15-000-50108	Equipment - Computers & Hardware	1,500.00
01-15-000-50111	Software - License & Maintenance	50,000.00
01-15-000-50112	Advertising	5,000.00
01-15-000-50123	Bank Charges and ACH Fees	45,000.00
01-15-000-50175	Sundry Expense	14,000.00
01-15-000-50210	Professional Services	120,000.00
01-15-000-50226	Property Leases	15,000.00
01-15-000-50250	Community Events	35,000.00
01-15-000-50289	Non-Uniform Shirts and T-Shirts	750.00
01-15-000-50312	Cell Phones	3,200.00
01-15-000-50324	Legal Fees - Other	1,500.00

2026
Proposed Budget

Account Number	Account Name	
01-15-000-50347	City Council Meeting Television Production	1,500.00
01-15-000-50350	Insurance - General Fund	590,000.00
01-15-000-50353	Claims	1,000.00
01-15-000-50357	Janitorial Contracts - City Hall	1,500.00
01-15-000-50359	Fuel & Oil	10,750.00
01-15-000-50366	Maintenance & Repair - Passenger Vehicles	4,500.00
01-15-000-50371	Maintenance - Facilities	9,500.00
01-15-000-50383	Repair - Facilities	20,000.00
01-15-000-50400	Training	5,000.00
01-15-000-50420	Travel	1,000.00
01-15-000-50421	Lodging	5,500.00
01-15-000-50422	Meals	1,000.00
01-15-000-50456	Service Contracts	5,500.00
01-15-000-50501	Utilities - Power	95,000.00
01-15-000-50561	Pest Control	1,000.00
01-15-000-50590	Utilities - Other	15,000.00
01-15-000-60020	Shirley Place Improvements	1,500.00
01-15-600-70008	Series 2016 Warrants	946,316.67
01-15-600-70009	Series 2019 Warrants	37,666.50
01-15-600-70010	Series 2021 B Warrants	583,634.06
Subtotal		3,329,525.01

Dept 16: Legal Department

01-16-000-50000	Salaries & Wages	430,149.66
01-16-000-50020	FICA	32,906.45
01-16-000-50022	Retirement Expense	58,733.86
01-16-000-50024	Health Insurance	30,434.00
01-16-000-50025	Life Insurance	100.00
01-16-000-50100	Dues	1,500.00
01-16-000-50101	Subscriptions	2,000.00
01-16-000-50102	Postage	1,000.00
01-16-000-50104	Printing & Duplication	500.00
01-16-000-50105	Office Supplies	1,500.00
01-16-000-50106	Office Equipment	1,000.00
01-16-000-50107	Office Furniture	1,500.00
01-16-000-50108	Equipment - Computers & Hardware	2,000.00
01-16-000-50111	Software - License & Maintenance	7,000.00
01-16-000-50112	Advertising	5,000.00
01-16-000-50130	Texts & Publications	500.00
01-16-000-50175	Sundry Expense	1,000.00
01-16-000-50216	Codification of Ordinances	5,500.00
01-16-000-50247	Outsourced Legal Services	110,000.00
01-16-000-50264	Lawsuit Expenses-Filing Fees	3,750.00
01-16-000-50289	Non-Uniform Shirts and T-Shirts	1,500.00
01-16-000-50312	Cell Phones	1,800.00
01-16-000-50400	Training	6,000.00
01-16-000-50420	Travel	2,500.00
01-16-000-50421	Lodging	4,000.00
01-16-000-50422	Meals	1,500.00
Subtotal		713,373.97

Dept 17: Municipal Court Department

01-17-000-50000	Salaries & Wages	295,600.26
01-17-000-50020	FICA	22,613.42
01-17-000-50022	Retirement Expense	36,272.04

2026
Proposed Budget

Account Number	Account Name	
01-17-000-50024	Health Insurance	40,912.00
01-17-000-50025	Life Insurance	150.00
01-17-000-50026	Unemployment Taxes	250.00
01-17-000-50100	Dues	1,200.00
01-17-000-50101	Subscriptions	750.00
01-17-000-50102	Postage	3,500.00
01-17-000-50104	Printing & Duplication	1,850.00
01-17-000-50105	Office Supplies	6,900.00
01-17-000-50106	Office Equipment	800.00
01-17-000-50107	Office Furniture	5,000.00
01-17-000-50127	Software - License & Maintenance	50,000.00
01-17-000-50175	Sundry Expense	500.00
01-17-000-50218	A.C.J.I.C. Computer - L.E.T.S. Services	1,500.00
01-17-000-50223	Translator Expenses	3,000.00
01-17-000-50293	Uniforms and Equipment - Bailiff	700.00
01-17-000-50312	Cell Phones	1,000.00
01-17-000-50359	Fuel & Oil	3,000.00
01-17-000-50366	Maintenance & Repair - Passenger Vehicles	1,500.00
01-17-000-50373	Judicial Services - Court Jud. Admin Monies	110,000.00
01-17-000-50400	Training	2,000.00
01-17-000-50420	Travel	500.00
01-17-000-50421	Lodging	1,250.00
01-17-000-50422	Meals	500.00
01-17-000-50499	State & County Court Costs	675,000.00
Subtotal		1,266,247.72

Dept 22: IT Department

01-22-000-50000	Salaries & Wages	489,097.73
01-22-000-50010	Hiring & Recruitment Expenses	1,000.00
01-22-000-50020	FICA	37,415.98
01-22-000-50022	Retirement Expense	62,654.49
01-22-000-50024	Health Insurance	50,890.00
01-22-000-50025	Life Insurance	150.00
01-22-000-50026	Unemployment Taxes	250.00
01-22-000-50100	Dues	500.00
01-22-000-50101	Subscriptions	250.00
01-22-000-50102	Postage	100.00
01-22-000-50104	Printing & Duplication	100.00
01-22-000-50105	Office Supplies	1,000.00
01-22-000-50106	Office Equipment	41,000.00
01-22-000-50107	Office Furniture	1,000.00
01-22-000-50108	Equipment - Computers & Hardware	73,000.00
01-22-000-50109	Equipment - Routers & Servers	15,000.00
01-22-000-50110	Equipment - Telephone System	2,000.00
01-22-000-50111	Software - License & Maintenance	360,000.00
01-22-000-50175	Sundry Expense	500.00
01-22-000-50210	Professional Services	16,000.00
01-22-000-50289	Non-Uniform Shirts and T-Shirts	1,000.00
01-22-000-50312	Cell Phones	10,000.00
01-22-000-50344	Website - Design & Maintenance	20,000.00
01-22-000-50348	Utilities - Internet	275,000.00
01-22-000-50366	Maintenance & Repairs	2,500.00
01-22-000-50376	Service Contracts	35,000.00
01-22-000-50400	Training	3,000.00
01-22-000-50420	Travel	2,000.00

2026
Proposed Budget

Account Number	Account Name	
01-22-000-50421	Lodging	500.00
01-22-000-50422	Meals	400.00
Subtotal		1,501,308.20

Dept 25: Finance Department

01-25-000-50000	Salaries & Wages	536,207.15
01-25-000-50020	FICA	41,019.85
01-25-000-50022	Retirement Expense	73,235.04
01-25-000-50024	Health Insurance	61,368.00
01-25-000-50025	Life Insurance	175.00
01-25-000-50026	Unemployment Taxes	250.00
01-25-000-50100	Dues	1,000.00
01-25-000-50101	Subscriptions	1,000.00
01-25-000-50102	Postage	12,000.00
01-25-000-50104	Printing & Duplication	1,500.00
01-25-000-50105	Office Supplies	5,000.00
01-25-000-50106	Office Equipment	1,000.00
01-25-000-50107	Office Furniture	1,500.00
01-25-000-50108	Equipment - Computers & Hardware	1,000.00
01-25-000-50111	Software - License & Maintenance	112,500.00
01-25-000-50112	Advertising	500.00
01-25-000-50175	Sundry Expense	1,500.00
01-25-000-50201	Audit Expense - Internal	125,000.00
01-25-000-50210	Professional Services	5,000.00
01-25-000-50289	Non-Uniform Shirts and T-Shirts	1,500.00
01-25-000-50312	Cell Phones	3,500.00
01-25-000-50400	Training	2,000.00
01-25-000-50420	Travel	1,000.00
01-25-000-50421	Lodging	1,000.00
01-25-000-50422	Meals	750.00
01-25-000-50433	Taxpayer Business Audit Expenses	15,000.00
Subtotal		1,005,505.04

Dept 26: Human Resources Department

01-26-000-50000	Salaries & Wages	485,300.34
01-26-000-50010	Hiring & Recruitment Expenses	2,500.00
01-26-000-50020	FICA	37,125.48
01-26-000-50022	Retirement Expense	69,092.20
01-26-000-50024	Health Insurance	40,912.00
01-26-000-50025	Life Insurance	110.00
01-26-000-50026	Unemployment Taxes	250.00
01-26-000-50030	Other Personnel Expenses	1,500.00
01-26-000-50031	Penalties & Interest	100.00
01-26-000-50050	Salaries & Wages	18,000.00
01-26-000-50052	FICA	1,400.00
01-26-000-50100	Dues	2,500.00
01-26-000-50101	Subscriptions	300.00
01-26-000-50102	Postage	1,100.00
01-26-000-50104	Printing & Duplication	1,100.00
01-26-000-50105	Office Supplies	3,000.00
01-26-000-50106	Office Equipment	2,800.00
01-26-000-50107	Office Furniture	1,000.00
01-26-000-50111	Software - License & Maintenance	600.00
01-26-000-50113	Computer Software	15,600.00
01-26-000-50175	Sundry Expense	1,500.00

2026
Proposed Budget

Account Number	Account Name	
01-26-000-50210	Professional Services	15,000.00
01-26-000-50239	Presentations & Awards	1,500.00
01-26-000-50267	Personnel Legal Expenses	19,200.00
01-26-000-50268	Legal Fees - CSB	2,000.00
01-26-000-50289	Non-Uniform Shirts and T-Shirts	1,250.00
01-26-000-50296	Retiree Health Insurance Expenses	500,000.00
01-26-000-50312	Cell Phones	2,100.00
01-26-000-50320	Worker's Comp Insurance - General Fund	300,000.00
01-26-000-50325	PCORI Fees	2,200.00
01-26-000-50329	DCH Employee Assistance Program	8,600.00
01-26-000-50340	Drug Testing - Random	6,500.00
01-26-000-50343	Health Fair Expenses	1,000.00
01-26-000-50346	Training - All Depts.	5,000.00
01-26-000-50349	Incentives - All Depts.	500.00
01-26-000-50359	Fuel & Oil	900.00
01-26-000-50400	Training	3,500.00
01-26-000-50421	Lodging	3,500.00
01-26-000-50422	Meals	1,500.00
Subtotal		1,560,040.02

Dept 28: Planning Department

01-28-000-50000	Salaries & Wages	618,359.13
01-28-000-50010	Hiring & Recruitment Expenses	1,000.00
01-28-000-50020	FICA	46,539.47
01-28-000-50022	Retirement Expense	78,976.42
01-28-000-50024	Health Insurance	61,368.00
01-28-000-50025	Life Insurance	150.00
01-28-000-50026	Unemployment Taxes	200.00
01-28-000-50100	Dues	3,000.00
01-28-000-50102	Postage - Admin	10,000.00
01-28-000-50104	Printing & Duplication - Admin	2,000.00
01-28-000-50105	Office Supplies	4,500.00
01-28-000-50106	Office Equipment	4,000.00
01-28-000-50107	Office Furniture	1,000.00
01-28-000-50108	Equipment - Computers & Hardware	1,000.00
01-28-000-50111	Software - License & Maintenance	2,500.00
01-28-000-50112	Advertising - Admin	10,000.00
01-28-000-50175	Sundry Expense	1,000.00
01-28-000-50283	Uniforms	2,800.00
01-28-000-50312	Cell Phones	7,000.00
01-28-000-50331	Tusc. Co. Public Records Fees	100.00
01-28-000-50366	Maintenance & Repair - Passenger Vehicles	500.00
01-28-000-50400	Training	15,000.00
01-28-000-50420	Travel	5,000.00
01-28-000-50421	Lodging	6,000.00
01-28-000-50422	Meals	2,000.00
01-28-000-50436	Code Enforcement - Weed Abatements	10,000.00
01-28-000-50447	Historic Commission Expenses	300.00
01-28-115-50112	Advertising - Code Enforcement	300.00
01-28-116-50112	Advertising - Planning Commission	10,000.00
01-28-116-50175	Sundry Expense - Planning Commission	1,000.00
01-28-117-50112	Advertising - ZBA	2,000.00
01-28-117-50175	Sundry Expense - ZBA	500.00
Subtotal		908,093.02

2026
Proposed Budget

Account Number	Account Name	
Dept 32: Engineering Department		
01-32-000-50000	Salaries & Wages	841,964.14
01-32-000-50010	Hiring & Recruitment Expenses	1,500.00
01-32-000-50020	FICA	63,216.86
01-32-000-50022	Retirement Expense	105,803.77
01-32-000-50024	Health Insurance	72,346.00
01-32-000-50025	Life Insurance	225.00
01-32-000-50026	Unemployment Taxes	350.00
01-32-000-50100	Dues	1,914.00
01-32-000-50102	Postage	200.00
01-32-000-50104	Printing & Duplication	300.00
01-32-000-50105	Office Supplies	3,000.00
01-32-000-50106	Office Equipment	600.00
01-32-000-50107	Office Furniture	500.00
01-32-000-50111	Software - License & Maintenance	16,340.00
01-32-000-50112	Advertising	2,000.00
01-32-000-50175	Sundry Expense	1,000.00
01-32-000-50212	Professional Services & Contracts	30,000.00
01-32-000-50219	Bridge Inspections	22,800.00
01-32-000-50283	Uniforms	1,360.00
01-32-000-50290	ADEM - Phase II	5,000.00
01-32-000-50312	Cell Phones	7,500.00
01-32-000-50400	Training	6,812.00
01-32-000-50420	Travel	4,735.00
01-32-000-50421	Lodging	10,225.00
01-32-000-50422	Meals	2,990.00
01-32-000-50439	Street Light Installation	15,000.00
01-32-000-50503	Utilities - Power - Traffic Signals	10,000.00
01-32-000-50504	Power - Street Lights	405,000.00
Subtotal		1,632,681.77

Dept 33: Police Department

01-33-000-50000	Salaries & Wages	6,190,737.32
01-33-000-50001	Incentive Pay	83,250.00
01-33-000-50010	Hiring & Recruitment Expenses	15,000.00
01-33-000-50020	FICA	473,591.41
01-33-000-50022	Retirement Expense	793,994.91
01-33-000-50024	Health Insurance	821,740.00
01-33-000-50025	Life Insurance	1,750.00
01-33-000-50026	Unemployment Taxes	4,000.00
01-33-000-50100	Dues	1,700.00
01-33-000-50101	Subscriptions	1,500.00
01-33-000-50102	Postage	2,000.00
01-33-000-50104	Printing & Duplication	2,000.00
01-33-000-50105	Office Supplies	8,500.00
01-33-000-50106	Office Equipment	1,000.00
01-33-000-50107	Office Furniture	4,000.00
01-33-000-50108	Equipment - Computers & Hardware	26,200.64
01-33-000-50111	Software - License & Maintenance	179,704.88
01-33-000-50112	Advertising	600.00
01-33-000-50175	Sundry Expense	3,000.00
01-33-000-50203	Presentations & Awards	500.00
01-33-000-50218	A.C.J.I.C. Computer - L.E.T.S. Services	20,746.00
01-33-000-50235	Detention Equipment and Supplies	500.00
01-33-000-50236	Forms and Reports - Other	250.00

		2026 Proposed Budget
Account Number	Account Name	
01-33-000-50238	Personal Safety Supplies	1,000.00
01-33-000-50241	Detainee Medical Expenses	500.00
01-33-000-50246	Equipment - Animal Control	1,000.00
01-33-000-50269	Firearms	6,000.00
01-33-000-50270	Ammunition	20,000.00
01-33-000-50275	Body Armor	16,000.00
01-33-000-50281	Non-Uniform Clothing	2,000.00
01-33-000-50283	Uniforms	30,000.00
01-33-000-50288	Uniform Accessories	5,000.00
01-33-000-50295	Evidence Collection Supplies	2,800.00
01-33-000-50302	Evidence Preservation Supplies	500.00
01-33-000-50312	Cell Phones	40,000.00
01-33-000-50332	Training Supplies	500.00
01-33-000-50335	Crime Night Out	5,000.00
01-33-000-50355	Communication System - Tower Site Lease	6,000.00
01-33-000-50359	Fuel & Oil	190,000.00
01-33-000-50361	Maintenance - Public Safety Compound	15,000.00
01-33-000-50363	Maintenance Contracts - Public Safety Compound	15,000.00
01-33-000-50367	Maintenance & Repair - Vehicles	100,000.00
01-33-000-50368	Maintenance & Repair - Equipment	7,500.00
01-33-000-50377	Supplies & Equipment - Vehicle Care	1,000.00
01-33-000-50378	Tactical Unit Gear	6,000.00
01-33-000-50379	Traffic Control Supplies	2,000.00
01-33-000-50382	Repair - Public Safety Compound	20,000.00
01-33-000-50398	Community Services	7,000.00
01-33-000-50399	Range Supplies	1,200.00
01-33-000-50402	Training - Departmental	20,000.00
01-33-000-50406	Communication System - Motorola Maint. Contract	82,400.00
01-33-000-50407	Communication System - U of A Tower Access	50,000.00
01-33-000-50408	Communication System - Generator Maint. for Towers	7,000.00
01-33-000-50420	Travel	500.00
01-33-000-50421	Lodging	7,000.00
01-33-000-50422	Meals	4,000.00
01-33-000-50425	Incident Scene Personnel Supplies	400.00
01-33-000-50441	Beaver Control Contract - Animal Control	2,500.00
01-33-000-50502	Utilities - Power	91,000.00
01-33-000-50512	Utilities - Telephone	20,000.00
01-33-000-50515	Decedent Transport	12,000.00
01-33-000-50516	NIBN-Metro Partnership	9,018.00
01-33-000-50522	Utilities - Natural Gas	900.00
01-33-000-50562	Pest Control	1,500.00
01-33-000-50563	Utilities - Power - Communications Tower Sites	22,000.00
01-33-000-50564	Utilities - LP Gas - Communcations Tower Sites	500.00
01-33-000-50565	Generator Maintenance - Communications Tower Sites	2,500.00
01-33-000-50566	Utilities - Internet - Communications Tower Sites	7,000.00
01-33-000-50590	Utilities - Other	4,000.00
Subtotal		9,481,483.16

Dept 35: Fire Department

01-35-210-50000	Salaries & Wages	7,226,572.35
01-35-210-50001	Incentive Pay	200,000.00
01-35-210-50010	Hiring & Recruitment Expenses	6,000.00
01-35-210-50020	FICA	552,832.78
01-35-210-50022	Retirement Expense	984,717.04
01-35-210-50024	Health Insurance	790,806.00

		2026 Proposed Budget
Account Number	Account Name	
01-35-210-50025	Life Insurance	1,800.00
01-35-210-50026	Unemployment Taxes	1,500.00
01-35-210-50030	Other Personnel Expenses	17,000.00
01-35-210-50100	Dues	1,000.00
01-35-210-50101	Subscriptions	250.00
01-35-210-50102	Postage	300.00
01-35-210-50104	Printing & Duplication	500.00
01-35-210-50105	Office Supplies	3,500.00
01-35-210-50106	Office Equipment	1,000.00
01-35-210-50107	Office Furniture	1,500.00
01-35-210-50108	Equipment - Computers & Hardware	1,000.00
01-35-210-50111	Software - License & Maintenance	30,000.00
01-35-210-50112	Advertising	100.00
01-35-210-50175	Sundry Expense	3,000.00
01-35-210-50211	Professional Medical Services	55,000.00
01-35-210-50220	Code Books	500.00
01-35-210-50227	Equipment - Command Vehicles	1,500.00
01-35-210-50228	Fire Prevention Publications	100.00
01-35-210-50231	Fire Prevention & Education - Public Services	7,500.00
01-35-210-50238	Personal Safety Supplies	2,500.00
01-35-210-50251	Incident Scene Personnel Supplies	500.00
01-35-210-50262	Hose and Hose Equipment	5,000.00
01-35-210-50281	Non-Uniform Clothing	3,000.00
01-35-210-50283	Uniforms	15,000.00
01-35-210-50288	Uniform Accessories	2,500.00
01-35-210-50297	Turn Out Gear	35,000.00
01-35-210-50301	Disaster Response Gear	2,500.00
01-35-210-50308	Evidence Collection Supplies & Equipment	1,000.00
01-35-210-50312	Cell Phones	7,500.00
01-35-210-50319	Equipment Testing - Equipment	3,000.00
01-35-210-50322	Hazardous Waste Disposal	1,500.00
01-35-210-50359	Fuel & Oil	40,000.00
01-35-210-50364	Lawn Care Supplies	2,500.00
01-35-210-50377	Supplies & Equipment - Vehicle Care	2,000.00
01-35-210-50402	Training - Departmental	30,000.00
01-35-210-50410	Maintenance & Repair - Engines	55,000.00
01-35-210-50411	Maintenance & Repair - Rescue Units	25,000.00
01-35-210-50412	Maintenance & Repair - Technical Equipment	20,000.00
01-35-210-50413	Maintenance & Repair - Command Vehicles	2,500.00
01-35-210-50415	Maintenance & Repair - Rescue Boats	4,000.00
01-35-210-50420	Travel	2,500.00
01-35-210-50421	Lodging	2,500.00
01-35-210-50422	Meals	2,500.00
01-35-210-50424	Hazardous Materials Gear	7,500.00
01-35-210-50426	SCBA	20,000.00
01-35-210-50443	Evidence Preservation Supplies	250.00
01-35-210-50500	Utilities - Power	50,000.00
01-35-210-50520	Utilities - Natural Gas	20,000.00
01-35-210-50560	Pest Control	4,000.00
01-35-211-50257	Hand Tools & Equipment - Station 1	650.00
01-35-211-50279	Living Quarters Supplies - Station 1	5,000.00
01-35-211-50360	Maintenance - Station 1	2,500.00
01-35-211-50380	Repairs - Station 1	17,500.00
01-35-211-50434	Janitorial Supplies - Station 1	3,500.00
01-35-212-50257	Hand Tools & Equipment - Station 2	1,000.00

2026
Proposed Budget

Account Number	Account Name	
01-35-212-50279	Living Quarters Supplies - Station 2	8,000.00
01-35-212-50360	Maintenance - Station 2	5,000.00
01-35-212-50380	Repairs - Station 2	6,000.00
01-35-212-50434	Janitorial Supplies - Station 2	5,000.00
01-35-213-50257	Hand Tools & Equipment - Station 3	650.00
01-35-213-50279	Living Quarters Supplies - Station 3	4,500.00
01-35-213-50360	Maintenance - Station 3	3,500.00
01-35-213-50380	Repairs - Station 3	11,000.00
01-35-213-50434	Janitorial Supplies - Station 3	3,500.00
01-35-214-50257	Hand Tools & Equipment - Station 4	650.00
01-35-214-50279	Living Quarters Supplies - Station 4	5,000.00
01-35-214-50360	Maintenance - Station 4	2,500.00
01-35-214-50380	Repairs - Station 4	6,000.00
01-35-214-50434	Janitorial Supplies - Station 4	3,500.00
01-35-215-50227	Equipment - Engine 1	500.00
01-35-216-50227	Equipment - Engine 2	500.00
01-35-217-50227	Equipment - Engine 3	500.00
01-35-218-50227	Equipment - Engine 4	500.00
01-35-219-50227	Equipment - Engine 5	500.00
01-35-220-50227	Equipment - Engine 6	500.00
01-35-221-50227	Equipment - Rescue 1	1,500.00
01-35-221-50242	Medical Supplies - Engines	12,500.00
01-35-222-50227	Equipment - Rescue 2	1,500.00
01-35-223-50242	Medical Supplies - Rescue	12,500.00
01-35-223-50251	Incident Scene Personnel Supplies	500.00
01-35-223-50257	Hand Tools & Equipment - Fire Marshalls	1,000.00
01-35-223-50227	Equipment - Rescue 3	10,000.00
01-35-224-50227	Equipment - Rescue 4	1,500.00
01-35-227-50319	Equipment Testing - Vehicles	5,000.00
01-35-228-50319	Radio Equipment	10,000.00
Subtotal		10,411,178.17

Dept 37: Public Works

01-37-310-50000	Salaries & Wages	4,579,353.51
01-37-310-50010	Hiring & Recruitment Expenses	10,000.00
01-37-310-50020	FICA	349,387.24
01-37-310-50022	Retirement Expense	587,433.27
01-37-310-50024	Health Insurance	944,976.00
01-37-310-50025	Life Insurance	2,200.00
01-37-310-50026	Unemployment Taxes	2,500.00
01-37-310-50101	Subscriptions	8,000.00
01-37-310-50102	Postage	350.00
01-37-310-50104	Printing & Duplication	3,500.00
01-37-310-50105	Office Supplies	8,000.00
01-37-310-50106	Office Equipment	2,000.00
01-37-310-50107	Office Furniture	3,000.00
01-37-310-50111	Software - License & Maintenance	18,500.00
01-37-310-50112	Advertising	1,500.00
01-37-310-50175	Sundry Expense	2,000.00
01-37-310-50234	Supplies-Administrative	1,000.00
01-37-310-50238	Personal Safety Supplies - Auxiliary Services	500.00
01-37-310-50256	GPS Tracking	23,000.00
01-37-310-50258	Promotional Items	3,000.00
01-37-310-50261	Contract Shirts & Pants	37,000.00
01-37-310-50265	Boots and Hats	15,000.00

		2026 Proposed Budget
Account Number	Account Name	
01-37-310-50277	Janitorial Supplies - PW	10,000.00
01-37-310-50299	Unimproved Road Maintenance - Tusc. Co.	5,000.00
01-37-310-50303	Janitorial Supplies - W&S	5,000.00
01-37-310-50305	Contract Services	15,000.00
01-37-310-50307	Tree Trimming Services	15,000.00
01-37-310-50312	Cell Phones	25,000.00
01-37-310-50334	Equipment Rental	8,000.00
01-37-310-50337	Janitorial Supplies - PD	6,500.00
01-37-310-50353	Claims	7,000.00
01-37-310-50356	Janitorial Supplies - CH	10,000.00
01-37-310-50359	Fuel & Oil	160,000.00
01-37-310-50375	Miscellaneous Drainage Projects	35,000.00
01-37-310-50377	Supplies & Equipment - Vehicle Care	500.00
01-37-310-50400	Training	22,500.00
01-37-310-50420	Travel	4,000.00
01-37-310-50421	Lodging	4,000.00
01-37-310-50422	Meals	3,500.00
01-37-310-50423	Levee Spraying and Maintenance	25,750.00
01-37-310-50442	Mosquito Spraying Chemicals	10,000.00
01-37-310-50451	Solid Waste Authority Contract	305,000.00
01-37-310-50458	Landfill - Advanced Disposal	150,000.00
01-37-310-50473	Auxiliary Services Supplies	15,000.00
01-37-310-50500	Utilities - Power	55,000.00
01-37-310-50503	Power - Traffic Signals	32,000.00
01-37-310-50510	Utilities - Telephone	5,000.00
01-37-310-50520	Utilities - Natural Gas	15,000.00
01-37-310-50560	Pest Control	2,000.00
01-37-311-50221	Hand Tools - Beautification	5,000.00
01-37-311-50227	Equipment - Beautification	14,000.00
01-37-311-50234	Supplies - Beautification	25,000.00
01-37-311-50238	Personal Safety Supplies - Beautification	1,000.00
01-37-311-50387	Supplies - Community Events	30,000.00
01-37-312-50221	Hand Tools - Construction	2,500.00
01-37-312-50227	Equipment - Construction	5,500.00
01-37-312-50234	Supplies - Construction	95,000.00
01-37-312-50238	Personal Safety Supplies - Construction	2,500.00
01-37-313-50234	Supplies - Garbage	2,000.00
01-37-313-50238	Personal Safety Supplies - Garbage	3,000.00
01-37-313-50255	Garbage Carts	40,000.00
01-37-313-50380	Repairs - Garbage Carts	1,000.00
01-37-314-50221	Hand Tools - Maintenance	2,500.00
01-37-314-50227	Equipment - Maintenance	2,500.00
01-37-314-50234	Supplies - Maintenance	5,000.00
01-37-314-50238	Personal Safety Supplies - Maintenance	1,000.00
01-37-315-50221	Hand Tools - Rights of Way	3,500.00
01-37-315-50227	Equipment - Rights of Way	7,500.00
01-37-315-50234	Supplies - Rights of Way	15,000.00
01-37-315-50238	Personal Safety Supplies - Rights of Way	2,600.00
01-37-316-50221	Hand Tools - Shop	1,500.00
01-37-316-50227	Equipment - Shop	6,000.00
01-37-316-50234	Supplies - Shop	14,000.00
01-37-316-50238	Personal Safety Supplies - Shop	800.00
01-37-317-50221	Hand Tools - Trash	250.00
01-37-317-50238	Personal Safety Supplies - Trash	1,000.00
01-37-318-50360	Maintenance - Public Works Buildings	20,000.00

2026
Proposed Budget

Account Number	Account Name	
01-37-318-50380	Repairs - Public Works Buildings	20,000.00
01-37-320-50360	Maintenance - Garbage Trucks	25,000.00
01-37-320-50380	Repairs - Garbage Trucks	40,000.00
01-37-321-50360	Maintenance - Heavy Equipment	7,000.00
01-37-321-50380	Repairs - Heavy Equipment	25,000.00
01-37-322-50360	Maintenance - Heavy Trucks	5,000.00
01-37-322-50380	Repairs - Heavy Trucks	12,000.00
01-37-323-50360	Maintenance - Trash Trucks	19,000.00
01-37-323-50380	Repairs - Trash Trucks	30,000.00
01-37-324-50360	Maintenance - Vehicles	14,000.00
01-37-324-50380	Repairs - Light Duty Vehicles	14,000.00
01-37-325-50360	Maintenance - Trailers & Service Equipment	5,000.00
01-37-325-50380	Repairs - Trailers & Service Equipment	5,000.00
01-37-326-50360	Maintenance - Mowers & Light Equipment	5,000.00
01-37-326-50380	Repairs - Mowers & Light Equipment	7,000.00
01-37-327-50360	Maintenance - Buckhead Drainage	6,800.00
01-37-328-50221	Hand Tools - Traffic	1,000.00
01-37-328-50227	Equipment - Traffic	1,000.00
01-37-328-50234	Supplies - Traffic	15,000.00
01-37-328-50238	Personal Safety Supplies - Traffic	750.00
01-37-328-50276	Street and Traffic Signs	30,000.00
01-37-328-50362	Maintenance - Street Lights	3,750.00
01-37-328-50365	Maintenance - Traffic Signals	15,000.00
01-37-328-50381	Repairs - Street Lights	13,000.00
01-37-328-50384	Repairs - Traffic Signals	20,000.00
01-37-331-50227	Equipment - Recycling	1,000.00
01-37-331-50234	Supplies - Recycling	1,000.00
01-37-331-50238	Personal Safety Supplies - Recycling	1,500.00
01-37-331-50255	Recycling Bins	10,000.00
01-37-331-50360	Recycling Trucks - Maintenance	10,000.00
01-37-331-50380	Recycling Trucks - Repair	15,000.00
01-37-350-50360	Maintenance - Misc Properties	2,500.00
Subtotal		8,242,900.02

Dept 40: Williamson Cemetery

01-40-000-50360	Maintenance - Williamson Cemetery	16,800.00
01-40-000-50500	Utilities - Power - Williamson Cemetery	500.00
Subtotal		17,300.00

Dept 41: Outside Agency Funding

Subtotal 1,263,870.00

Dept 43: Incentives

01-43-000-60900	Mercedes Benz Project Crimson	150,000.00
01-43-000-60901	Northport Corners LLC	187,500.00
01-43-000-60902	North Square Property	40,000.00
01-43-000-60903	MANSA	50,000.00
01-43-000-60904	Alabama Donuts, LLC	20,000.00
01-43-000-60905	Starbucks	50,000.00
Subtotal		497,500.00

Dept 45: Enjoyment/Renew/Identity/Responsible

	Enjoyment	2,646,650.00
	Economic & Community Enhancement	2,646,650.00

		2026 Proposed Budget
Account Number	Account Name	
	Responsible	2,646,650.00
	Subtotal	7,939,950.00

Dept 46: Parks & Rec

01-46-000-50570	NPCC	38,372.00
01-46-000-50571	Hasson Center	1,950.00
01-46-000-50572	UCP Building	700.00
01-46-000-50573	Civitan Park	8,090.00
01-46-000-50574	Tiger Park	3,500.00
01-46-000-50575	Visitor's Center/Heritage Museum	17,460.00
01-46-400-50576	River Run Park	1,159,287.44
01-46-000-50577	Levee Trail Amenities	2,000.00
01-46-000-50578	Shirley Place	15,884.00
01-46-000-50579	Tiger Field	5,500.00
01-46-000-50580	Train Depot	2,820.00
	Subtotal	1,255,563.44

Total Expenses 51,209,419.54

Surplus (Deficit): **1,708.66**

Fund 12: Court Corrections Fund

12-40112	Muncipal Court Corrections Fund	190,000.00
	Total Revenue	190,000.00

12-33-000-50233	Metro Jail Expenses	180,000.00
	Total Expenses	180,000.00

Surplus (Deficit): **10,000.00**

Fund 16: Municipal Government Capital Improvement Fund

	Beginning Balance	
16-40113	Municipal Government Capital Improvement Fund	250,000.00
	Total Revenue	250,000.00

16-15-600-80001	Infrastructure	150,000.00
16-15-600-80003	Public Buildings	100,000.00
	Total Expenses	250,000.00

Surplus (Deficit): **0.00**

Fund 18: NPD Training Tech Fund

18-40510	Training Tech Revenues	6,000.00
	Total Revenue	6,000.00

Total Expenses 0.00

		2026 Proposed Budget
Account Number	Account Name	
Surplus (Deficit):		6,000.00
Fund 19: Gasoline Excise Tax Fund		
	Beginning Balance	
19-40013	Tuscaloosa County Gasoline Taxes	250,000.00
19-40015	Tuscaloosa County Road and Bridge Fund	240,000.00
19-40024	State 4 Cent Excise Tax	35,000.00
19-40025	State 5 Cent Excise Tax	16,000.00
19-40027	State 7 Cent Excise Tax	60,000.00
19-40028	Petroleum Inspection Fee	9,000.00
19-40029	Additional Excise Tax	2,500.00
Total Revenue		612,500.00
19-32-000-60062	Resurfacing Projects	612,500.00
Total Expenses		612,500.00
Surplus (Deficit):		0.00
Fund 20: Rebuild Alabama Gas Tax		
20-40029	Additional Excise Tax-Rebuild Alabama 2019	180,000.00
Total Revenue		180,000.00
20-32-000-60062	Resurfacing Projects - City	180,000.00
Total Expenses		180,000.00
Surplus (Deficit):		0.00
Fund 22: Municipal Court Judicial Admin Fund		
22-40511	Municipal Court Judicial Admin Revenues	65,000.00
Total Revenue		65,000.00
22-17-000-50373	Judicial Services	65,000.00
Total Expenses		65,000.00
Surplus (Deficit):		0.00
Fund 35: Beer Tax Trust Fund		
35-40400	Employee Special Beer Tax	110,000.00
Total Revenue		110,000.00
35-15-000-50008	Alcohol Revenue Disbursement	100,000.00
35-15-000-50020	FICA	10,000.00
Total Expenses		110,000.00
Surplus (Deficit):		0.00

Fund 42: Employee Insurance Fund

		2026 Proposed Budget
Account Number	Account Name	
42-40090	Health Insurance Proceeds	4,750,000.00
42-40091	Dental Insurance Proceeds	250,000.00
42-40217	Interest Income	
Total Revenue		5,000,000.00
42-26-000-52510	Health/Dental Insurance Claims	5,000,000.00
Total Expenses		5,000,000.00
Surplus (Deficit):		0.00



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

AGENDA ITEM NO. 8.a.2.

MEETING DATE: September 22, 2025

SUBJECT: Second Reading, Ordinance Adopting the FY2026 Water & Sewer Fund Operational Budget

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda:

Second Reading: X

Prepared By: Kelly Homan

Approved By: Darren McGee

Summary:

Attached is an ordinance approving the FY2026 Water & Sewer Fund Operational Budget. These budget appropriations are for the fiscal year beginning October 1, 2025 through September 30, 2026. It was approved by the Finance Committee on August 18, 2025.

Recommendation:

Approve the attached Ordinance adopting the FY2026 Water & Sewer Fund Operational Budget.

Funding Source/GL Code:

GL Code No. Amount: \$

Motion for Consideration:

I move to adopt the Ordinance adopting the FY2026 Water & Sewer Fund Operational Budget.

2026 Water & Sewer Fund Operating Budget

		2026 Proposed Budget
Account Number	Account Name	
Fund 50: W&S Fund		
50-40051	Water Sales	6,900,494.00
50-40053	Wastewater Sales	5,278,996.00
50-40055	Late Fees	275,000.00
50-40056	Meter Tap and Materials Fees	35,000.00
50-40057	Connection and Transfer Fees	60,000.00
50-40058	Service Charges	125,000.00
50-40114	Bad Debt Collections	3,000.00
50-40120	Sale of Disposed/Surplus Property	25,000.00
Total Revenue		12,702,490.00
50-39-510-50000	Salaries & Wages	3,459,127.44
50-39-510-50001	Incentive Pay	20,000.00
50-39-510-50010	Hiring & Recruitment Expenses	3,000.00
50-39-510-50012	Worker's Comp Insurance	100,000.00
50-39-510-50013	DCH Employee Assistance Program	1,500.00
50-39-510-50020	FICA	264,623.25
50-39-510-50022	Retirement Expense	460,068.03
50-39-510-50024	Health Insurance	539,434.00
50-39-510-50025	Life Insurance	1,500.00
50-39-510-50026	Unemployment Taxes	1,500.00
50-39-510-50100	Dues	3,000.00
50-39-510-50102	Postage	1,000.00
50-39-510-50104	Printing & Duplication	1,500.00
50-39-510-50105	Office Supplies	3,000.00
50-39-510-50106	Office Equipment	2,000.00
50-39-510-50107	Office Furniture	3,500.00
50-39-510-50108	Equipment - Computers & Hardware	8,000.00
50-39-510-50111	Software - License & Maintenance	20,000.00
50-39-510-50112	Advertising	1,000.00
50-39-510-50128	Computer Software Maintenance	9,000.00
50-39-510-50175	Sundry Expense	5,000.00
50-39-510-50238	Safety Supplies	500.00
50-39-510-50261	Contract Shirts and Pants	29,000.00
50-39-510-50265	Boots and Hats	7,000.00
50-39-510-50289	Non-Uniform Shirts and T-Shirts	7,000.00
50-39-510-50305	Contract Services	30,000.00
50-39-510-50309	Hand Tools and Equipment	500.00
50-39-510-50312	Cell Phones	25,000.00
50-39-510-50336	Repairs	5,000.00
50-39-510-50339	Claims & Damages	15,000.00
50-39-510-50359	Fuel & Oil	90,000.00
50-39-510-50360	Maintenance	6,000.00
50-39-510-50376	Service Contracts	13,000.00
50-39-510-50385	Raw Water Purchases	525,000.00
50-39-510-50386	Cleaning Supplies	1,000.00
50-39-510-50392	Maintenance - Vehicles	2,000.00
50-39-510-50393	Maintenance - Heavy Equipment	5,000.00
50-39-510-50394	Repairs - Heavy Equipment	45,000.00
50-39-510-50396	Repairs - Vehicles	35,000.00
50-39-510-50401	Training - Safety	500.00

2026
Proposed Budget

Account Number	Account Name	
50-39-510-50403	Training - Technical	38,000.00
50-39-510-50420	Travel	1,000.00
50-39-510-50421	Lodging	15,000.00
50-39-510-50422	Meals	1,500.00
50-39-510-50430	Equipment Rental	1,000.00
50-39-510-50454	Testing & Professional Services	5,000.00
50-39-510-50459	General Fund Overhead Cost	530,000.00
50-39-510-50460	Maintenance - Light Duty Equipment	1,000.00
50-39-510-50461	Repairs - Light Duty Equipment	1,500.00
50-39-510-50472	Insurance - Property	350,000.00
50-39-510-50473	Inventory Supplies	2,500.00
50-39-510-50500	Utilities - Power	1,050,000.00
50-39-510-50520	Utilities - Natural Gas	600.00
50-39-510-50550	Pest Control	2,200.00
50-39-510-50590	Utilities - Other	41,000.00
50-39-510-60052	Mapping & GIS	8,000.00
50-39-511-50102	Postage	1,200.00
50-39-511-50104	Printing & Duplication	3,000.00
50-39-511-50105	Office Supplies	3,000.00
50-39-511-50106	Office Equipment	3,000.00
50-39-511-50108	Equipment - Computers & Hardware	4,500.00
50-39-511-50123	Bank Charges and ACH Fees	50,000.00
50-39-511-50175	Sundry Expense	500.00
50-39-511-50201	Audit Expense	25,000.00
50-39-511-50336	Repairs	2,000.00
50-39-511-50360	Maintenance	20,000.00
50-39-511-50470	Billing Services	135,000.00
50-39-512-50105	Office Supplies	2,500.00
50-39-512-50106	Office Equipment	2,500.00
50-39-512-50107	Office Furniture	5,000.00
50-39-512-50108	Equipment - Computers & Hardware	1,500.00
50-39-512-50175	Sundry Expense	500.00
50-39-512-50214	Professional Engineering Services	15,000.00
50-39-512-50238	Safety Supplies	500.00
50-39-512-50300	Chemicals	315,000.00
50-39-512-50306	Emergency Repairs - Water	15,000.00
50-39-512-50309	Hand Tools and Equipment	7,500.00
50-39-512-50313	Laboratory Supplies	25,000.00
50-39-512-50321	Safety Equipment	2,500.00
50-39-512-50336	Repairs	130,000.00
50-39-512-50360	Maintenance	65,000.00
50-39-512-50386	Cleaning Supplies	500.00
50-39-512-50454	Testing & Professional Services	70,000.00
50-39-512-50473	Inventory Supplies	5,000.00
50-39-512-50474	Lagoon Sludge Removal	300,000.00
50-39-513-50105	Office Supplies	500.00
50-39-513-50106	Office Equipment	1,000.00
50-39-513-50107	Office Furniture	2,000.00
50-39-513-50108	Equipment - Computers & Hardware	1,500.00
50-39-513-50175	Sundry Expense	500.00
50-39-513-50214	Professional Engineering Services	20,000.00
50-39-513-50238	Safety Supplies	500.00
50-39-513-50300	Chemicals	120,000.00
50-39-513-50306	Emergency Repairs - WasteWater	10,000.00
50-39-513-50309	Hand Tools and Equipment	2,000.00

2026
Proposed Budget

Account Number	Account Name	
50-39-513-50313	Laboratory Supplies	20,000.00
50-39-513-50321	Safety Equipment	8,000.00
50-39-513-50323	Sludge Disposal	140,000.00
50-39-513-50336	Repairs	165,000.00
50-39-513-50360	Maintenance	85,000.00
50-39-513-50386	Cleaning Supplies	500.00
50-39-513-50430	Equipment Rental	8,500.00
50-39-513-50454	Testing & Professional Services	45,000.00
50-39-514-50175	Sundry Expense	500.00
50-39-514-50214	Professional Engineering Services	10,000.00
50-39-514-50238	Safety Supplies	2,000.00
50-39-514-50306	Emergency Repairs - Water	7,500.00
50-39-514-50309	Hand Tools and Equipment	7,500.00
50-39-514-50321	Safety Equipment	500.00
50-39-514-50388	Maintenance - Distribution & Tanks	10,000.00
50-39-514-50430	Equipment Rental	5,000.00
50-39-514-50431	Construction & Repair Supplies	185,000.00
50-39-514-50453	System & Infrastructure Repair - Contractor	15,000.00
50-39-514-50473	Inventory Supplies	10,000.00
50-39-514-50477	Water Meters	200,000.00
50-39-514-60000	2" Meter Replacement	25,000.00
50-39-514-60015	Equipment - Other	15,000.00
50-39-515-50175	Sundry Expense	500.00
50-39-515-50214	Professional Engineering Services	15,000.00
50-39-515-50238	Safety Supplies	1,000.00
50-39-515-50300	Chemicals	3,500.00
50-39-515-50306	Emergency Repairs - Wastewater	10,000.00
50-39-515-50309	Hand Tools and Equipment	2,500.00
50-39-515-50321	Safety Equipment	1,000.00
50-39-515-50336	Repairs	5,000.00
50-39-515-50360	Maintenance	2,000.00
50-39-515-50389	Maintenance - Collections & Lift Stations	145,000.00
50-39-515-50430	Equipment Rental	7,500.00
50-39-515-50431	Construction & Repair Supplies	15,000.00
50-39-515-50453	System & Infrastructure Repair - Contractor	40,000.00
50-39-515-50457	System & Infrastructure Maintenance - Contractor	100,000.00
50-39-515-50473	Inventory Supplies	8,000.00
50-39-515-60049	Lift Station Rehab	35,000.00
50-39-600-70008	Series 2016 Warrants	331,317.00
50-39-600-70009	Series 2019 Warrants	95,516.00
50-39-600-70010	Series 2021A Warrants	1,731,977.00
Total Expenses		12,680,562.72

Surplus (Deficit): **21,927.28**

Fund 51: Development Fees Fund

51-40500	Development Fees	400,000.00
Total Revenue		400,000.00
51-39-600-70010	Series 2021 A Warrants	305,757.00
Total Expenses		305,757.00

Surplus (Deficit): **94,243.00**

ORDINANCE NO. _____

**ORDINANCE ADOPTING THE FY2026 WATER & SEWER FUND OPERATIONAL
BUDGET**

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

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

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

WHEREAS, said Ordinance requires that the budget be balanced.

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

1. The budget attached hereto as Exhibit “A” and incorporated herein by reference shall be and hereby is declared the Water & Sewer Fund Operational Budget for the City of Northport for the 2026 Fiscal year beginning October 1, 2025 and ending September 30, 2026.

ORDAINED this the 22nd day of September 2025

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda D. Webb, City Administrator

APPROVED this the 22nd day of September 2025.

John Hinton, Mayor

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

Glenda D. Webb, City Administrator

1st Reading: September 8, 2025
Motion By:
2nd Reading: September 22, 2025
Motion By:
Second By:
Publication:

EXHIBIT “A”



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

AGENDA ITEM NO. 8.a.3.

MEETING DATE: September 22, 2025

SUBJECT: Second Reading, Ordinance amending Chapter 74, Article IV pertaining to Water and Sewer Rates

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda:

Second Reading: X

Prepared By: Kim Braughton

Approved By: Ron Davis

Summary:

This ordinance updates Chapter 74, Article IV as part of the FY26 operational budget. A summary of the changes include updating the fee schedules to reflect CPI adjustment; amending language in Sec. 74-209 (k) regarding returned check fee to returned payment fee, to cover all returned payments; updating unauthorized connection fee from \$100 to \$250; and amending language in Sec. 74-207 (a)(3) to remove the monetary cap on residential sewer and replace it with a gallon cap.

Recommendation:

Adopt the Ordinance.

Funding Source/GL Code:

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

Motion for Consideration:

I move to adopt the Ordinance amending Chapter 74, Article IV pertaining to Water and Sewer Rates.

ORDINANCE NO.

**ORDINANCE AMENDING CHAPTER 74, ARTICLE IV PERTAINING TO WATER
AND SEWER RATES**

WHEREAS, water and sanitary sewer fees are designed to recoup the costs for providing water and sanitary sewer services to customers; and

WHEREAS, Chapter 74, Article IV requires annual adjustments to accurately reflect costs for providing services; and

WHEREAS, this amendment reflects adjustments to fees and rates per the Consumer Price Index (CPI) for the South published by the U.S. Bureau of Labor Statistics or methods previously established by this ordinance; and

WHEREAS, this amendment also reflects amending language pertaining to returned payments and methods for determining maximum residential sewer charge.

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

1. The City amends Chapter 74, Article IV 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. All Ordinances, Resolutions, or parts thereof conflicting in any manner herewith are hereby repealed.
3. This Ordinance shall become effective immediately upon passage and publication.

ORDAINED this the 22nd day of September, 2025.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda D. Webb, City Administrator

APPROVED this the 22nd day of September, 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: September 8, 2025
Motion By: Aiken
2nd Reading: September 22, 2025
Motion By:
Second By:
Publication:

EXHIBIT “A”

ARTICLE IV. WATER AND SANITARY SEWER RATES

DIVISION 1. GENERALLY

Sec. 74-177. Fees and deposits for accounts with history of delinquency, second accounts; fee for unlocking water meter after unauthorized reconnection.

- (a) For accounts that have been terminated due to delinquency, the deposit shall be \$150.00.
- (b) For existing customers who have continuously held an account with the city for two years or more where there has been no delinquency for the previous two years, the deposit for a second account shall be \$0.00.
- (c) The fee for delinquent accounts shall be \$50.00. When a service order is issued to disconnect water service for a delinquent account a \$50.00 delinquent account fee will be applied to the past due balance.
- (d) The fee for an unauthorized connection shall be ~~\$100.00~~ **\$250.00**.

(Ord. No. 1135, 6-5-95; Ord. No. 1658, § 4, 10-8-07; Ord. No. 2154, § 2(Exh. B), 9-19-22; Ord. No. 2242, § 1(Exh. A), 9-23-24)

Secs. 74-178—74-191. Reserved.

DIVISION 2. WATER RATES

Sec. 74-192. Water rates.

- (a) *Commodity rates.*
 - (1) *General rate.* The general commodity rate shall be \$3.69 per 1,000 gallons for all water consumed per water meter effective October 1, 2010. A 3.25 percent rate increase to the above rates shall be applied on October 1 of each year beginning October 1, 2011.
 - (2) *Rural water authority rate.* Effective October 1, 2010, the rate applicable to rural water authorities shall be \$3.69 per 1,000 gallons for all consumption under 400,000 gallons, and \$2.65 per 1,000 gallons for all consumption over 400,000 gallons (per water meter). Effective January 1, 2011, rural water authorities will pay the general commodity rate for all water consumed.
- (b) *Additional monthly charges.*
 - (1) *Administrative fee.* For administration cost, each customer shall be charged an administrative fee as defined in the schedule below.

Water Administrative Fee Schedule		
Rate Code	Water Meter Meter Size	October 1, 2024 2025
WA1 WT1	5/8"	\$11.19 11.53
WA2	3/4"	12.07 12.43
WA3 WT2	1"	13.94 14.36

WA4 WT3	1½"	20.40 21.01
WA5 WT4	2"	29.81 30.70
WA6 WT5	3"	47.27 48.69
WA7 WT6	4"	80.40 82.81
WA8	6"	124.06 127.78
WA9	8"	249.60 257.09

- (2) *Annual fee increase.* Beginning October 1, 2025, the fees established in this section herein shall be increased annually equal to the increase in the U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) for the South, all items, not seasonally adjusted, annual average of the preceding calendar year. If there is a decrease or no change in the CPI-U, then there will be no change in fees for that year.
- (3) *Total monthly charge for water.* The total monthly charge to each customer shall equal the sum of the administrative fee plus the commodity rate for consumption as established in this section.

(Code 1990, § 10-2; Ord. No. 1218, § 10-2, 3-17-97; Ord. No. 1315, § 1, 2-22-99; Ord. No. 1426, § 1, 4-1-02; Ord. No. 1527, § 1, 10-4-04; Ord. No. 1587, § 1, 9-12-05; Ord. No. 1635, § 1, 12-11-06; Ord. No. 1639, § 1, 3-28-07; Ord. No. 1694, § 1, 12-1-08; Ord. No. 1741, § 1(Exh. A), 8-16-10; Ord. No. 2154, § 2(Exh. B), 9-19-22; Ord. No. 2242, § 1(Exh. A), 9-23-24)

Secs. 74-193—74-206. Reserved.

DIVISION 3. SEWER RATES

Sec. 74-207. Sewer rates.

- (a) *Commodity rates.*
- (1) *Wastewater customers* (customers paying wastewater based on quantity of metered water consumed). The rate for wastewater for all customers shall be \$3.69 per 1,000 gallons of metered water effective October 1, 2010. A 3.25 percent rate increase to the above rates shall be applied on October 1 of each year beginning October 1, 2011.
- (2) The city reserves the right to require a customer to install a wastewater meter if the city determines that circumstances require the same.
- (3) Notwithstanding anything contained in this section to the contrary, no residential sewer customer shall be charged more than ~~\$39.00~~ **the commodity rate for 7,000 gallons** per month for sewer service under this section. That rate cap shall not apply to nonresidential customers and shall not affect any other administrative or sewer charges provided for in this chapter.
- (b) *Additional monthly charges.*
- (1) *Administrative fee.* For wastewater administrative cost, each wastewater customer shall be charged an administrative fee as defined in the schedule below.

Sewer Administrative Fee Schedule		
Rate Code	Sewer Water Meter Size	October 1, 2024-2025
R SR1	⅝"	\$12.00 12.36
R SR2	¾"	12.87 13.26

Created: 2025-06-16 16:08:38 [EST]

R SR3	1"	14.99 15.44
C SA1	5/8"	14.45 14.88
C SA3	1"	14.99 15.44
C SA4	1½"	19.35 19.93
C SA5	2"	35.04 36.09
C SA6	3"	62.94 64.83
C SA7	4"	80.40 82.81
C SA8	6"	124.06 127.78
C SA9	8"	176.44 181.73

- (2) *Annual fee increase.* Beginning October 1, 2025, the fees established in this section herein shall be increased annually equal to the increase in the U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) for the South, all items, not seasonally adjusted, annual average of the preceding calendar year. If there is a decrease or no change in the CPI-U, then there will be no change in fees for that year.
- (3) *Total monthly charge for wastewater.* The total monthly charge to each wastewater customer shall be equal to the sum of the monthly administrative fee plus the commodity charge for consumption as established in this section.

(Code 1990, § 10-3; Ord. No. 1218, § 10-3, 3-17-97; Ord. No. 1315, § 1, 2-22-99; Ord. No. 1381, § 1, 2-5-01; Ord. No. 1426, § 1, 4-1-02; Ord. No. 1587, § 1, 9-12-05; Ord. No. 1635, § 1, 12-11-06; Ord. No. 1639, § 1, 3-28-07; Ord. No. 1694, § 1, 12-1-08; Ord. No. 1741, § 1(Exh. A), 8-16-10; Ord. No. 2154, § 2(Exh. B), 9-19-22; Ord. No. 2242, § 1(Exh. A), 9-23-24)

Sec. 74-208. Reserved.

Editor's note(s)—Ord. No. 1218, § 10-4, adopted Mar. 17, 1997, repealed the provisions of former § 74-208, which pertained to surcharges for commercial and industrial users, as derived from Code 1990, § 10-4.

Sec. 74-209. Connection charges, deposits and other fees.

Each customer may be charged connection charges, deposits and/or other fees in addition to the rates and charges where applicable:

- (a) *Deposit.* Each customer desiring to connect with the water and/or sewer system shall make a deposit with the city as security for payment of bills for water and sanitary sewer system. Said deposit shall be \$75.00 for a residential or a commercial customer. Upon termination of service, the deposit shall be applied to any outstanding and unpaid balance. Thereafter the remainder of the deposit shall be returned to the customer. No interest shall be allowed on any such deposit.
- (b) *Deposit for second account.* Existing customers who have continuously held an account with the city for two years or more where there has been no delinquency for the previous two years, the deposit for a second account shall be \$0.00.
- (c) *Delinquency deposit.* For accounts that have been terminated due to delinquency, the deposit shall be \$150.00.
- (d) *Connection fee.* Customers who initiate service where a water meter has previously been installed or who have service reconnected for any reason shall pay a connection fee of \$25.00.
- (e) *Connection and material charges.*

- (1) *Connection charge.* Where a new water service is required, the customer shall pay a connection charge based upon the water meter size and type. This charge shall cover the material and labor cost of installing said meter. The connection charge for meters larger than two inches shall be determined by the city utilities department at the time of service initiation based upon current labor and material costs. The charges shall be:

Meter Size (Inches)	Charge
$\frac{1}{8}$	\$ 575.00 592.00
1	705.00 726.00
2	2,090.00 2,153.00

- (2) *Material charge.* Where a new water service is required and the connection is made by the developer and not the city, the customer shall pay a material charge based upon the water meter size and type. The charge shall be:

Meter Size (Inches)	Charge
$\frac{1}{8}$	\$ 105.00 108.00
1	157.00 162.00
2	1,045.00 1,076.00

- (3) *Annual fee increase.* Beginning October 1, 2025, the fees established in this section herein shall be increased annually equal to the increase in the U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) for the South, all items, not seasonally adjusted, annual average of the preceding calendar year. If there is a decrease or no change in the CPI-U, then there will be no change in fees for that year.

The connection charge for meters larger than two inches shall be determined by the city utilities department at the time of service initiation based upon current labor and material costs.

- (g) *Fire service connection charge.* Where a customer requests a fire service connection for a dedicated automatic sprinkler system the customer shall pay a fire service connection charge based upon the size and type of connection. This charge shall cover the material and labor cost of installing the required appurtenances from the main to the property line complete with valve and valve box at the main. The charge shall be determined by the city utilities department at the time of service initiation based upon current labor and material costs.
- (h) *Late payment penalty.* All bills for water and sanitary sewer service shall be rendered monthly on the same statement. Payments for water furnished by and from the water system will not be accepted without payment of the sanitary sewer charge billed on the same statement and payment of the sanitary sewer charge will not be accepted without payment of the charge for water billed on the same statement. Each bill for water and sanitary sewer service shall be due when rendered. Each bill shall be subject to a late charge of ten percent if payment has not been received by 4:30 p.m. on the due date. Each bill shall be delinquent if not paid by the due date.
- (i) *Delinquent account fee.* The fee for delinquent accounts shall be \$50.00. When a service order is issued to disconnect water service for a delinquent account, a \$50.00 delinquent account fee will be applied to the past due balance.
- (j) *Unauthorized connection fee.* The fee for an unauthorized connection shall be ~~\$100.00~~ 250.00.

(k) ~~Returned check fee.~~ Water and sewer users who pay their bills to the city by check shall be required to pay the city the additional sum of \$28.00 as a service charge on each returned check. Such fee shall increase by \$1.00 on January 1 of each successive year until January 1, 2003, at which time the maximum fee shall be \$30.00 for each returned check. Any returned checks must be redeemed by the maker thereof in cash, money order or certified funds.

(k) *Returned payment fee.* The fee for returned payment shall be \$30.00 on each returned payment.

(Ord. No. 1136, § 10-5, 6-5-95; Ord. No. 1218, § 10-5, 3-17-97; Ord. No. 1385, § 1, 3-19-01; Ord. No. 1658, § 5, 10-8-07; Ord. No. 2154, § 2(Exh. B), 9-19-22; Ord. No. 2242, § 1(Exh. A), 9-23-24)

Secs. 74-210—74-219. Reserved.

DIVISION 4. CAPITAL CHARGES FOR THE PROVISION OF WATER AND/OR SEWER SERVICE CAPACITY TO NEW CONNECTIONS TO THE SYSTEM

Sec. 74-220. Purpose.

The purpose of this division shall be to levy capital charges for the extension of water and/or sewer service on granting a request for, or requiring installation of, a permanent tap for service to undeveloped, newly developed or redeveloped properties. Such fees, as specified in the schedule of capital charges, shall be payable at the time that a building permit is granted or the application of a tap installation is approved.

(Ord. No. 1487, § 1, 11-17-03; Ord. No. 2154, § 2(Exh. B), 9-19-22; Ord. No. 2242, § 1(Exh. A), 9-23-24)

Sec. 74-221. Definitions.

Applicable facilities. Applicable facilities for water service shall include source of supply, treatment, pumping, water storage reservoirs, transmission, interconnections, mains, hydrants, pumping stations, and other related facilities or costs incurred to provide service. Similar facilities for sewer service shall include treatment facilities, collector and interceptor sewer lines, pumping stations, and other related facilities or costs incurred to provide service. Applicable facilities shall also include all capital equipment used in the day-to-day operation of the water and sewer departments of the city as such resources are essential to the operation of the system and provision of water and sewer service.

(Ord. No. 1487, § 1, 11-17-03; Ord. No. 2154, § 2(Exh. B), 9-19-22; Ord. No. 2242, § 1(Exh. A), 9-23-24)

Sec. 74-222. Determination of the capital charge system.

Capital charges for the extension of water and sewer service shall be in addition to any charges assessed against a property for the construction of the local line and facilities to tap into the water main or sewer collector line except that the sewer system development charge shall be collected in lieu of the special tap fees applicable to the Upper Smith Creek and Carroll's Creek sanitary sewer projects. Said fees shall not include costs for service to be recovered through ongoing user fees charged to customers.

(Ord. No. 1487, § 1, 11-17-03; Ord. No. 2154, § 2(Exh. B), 9-19-22; Ord. No. 2242, § 1(Exh. A), 9-23-24)

Sec. 74-223. Schedule of capital charges.

- (a) *Water system development fee.* Prior to the issuance of a building permit and prior to any approval of an application for a tap installation each applicant requesting water service from the city to an address or service location not previously served by the city's water system shall pay a system development fee in accordance with the water meter size fee schedule listed herein below:

Meter Size	System Development Charge
5/8" or 3/4"	\$ 1,310 1,349
1"	2,228 2,295
2"	6,438 6,631
3"	10,945 11,273
4"	18,607 19,165
6"	31,631 32,580
8"	53,773 55,386

The water system development fees listed above are based on the use of a compound type water meter approved by or provided by the city. In the event that a different type of meter is approved for use the fee shall be adjusted to be applicable to the comparable meter type and size specified in this section.

There shall be no water system development fee charged for sprinkler meters where existing service meters are in place, or where water service meters will be installed and a system development fee has been paid for the service meter at the same location and billed to the same account as the service meter.

Whenever a customer wishes to change the size of an existing water service meter the fee or credit for the new meter shall be the difference between the fee for the existing water service meter and the applicable fee for the replacement meter. If a fee is due the fee shall be paid before the replacement meter is installed. If a credit is due the credit amount will be paid from the development fee banking account to the customer's service account and applied as an account credit.

- (b) *Sewer system development charge.* Prior to the issuance of a building permit and prior to any approval of an application for a tap installation each applicant requesting sewer service from the city to an address or service location not previously served by the city's water system shall pay a system development fee in accordance with the water meter size fee schedule listed herein below:

Meter Size	System Development Charge
5/8" or 3/4"	\$ 1,518 1,564
1"	2,581 2,658
2"	7,460 7,684
3"	12,682 13,062
4"	21,559 22,206
6"	36,650 37,750
8"	68,280 70,328

There shall be no sewer system development fee for or related to sprinkler meters.

Whenever a customer wishes to change the size of an existing water service meter the fee or credit for the new meter shall be the difference between the fee for the existing water service meter and the applicable fee for the replacement meter. If a fee is due the fee shall be paid before the replacement meter is installed. If a credit is

due the credit amount will be paid from the development fee banking account to the customer's service account and applied as an account credit.

- (c) *Annual fee increase.* Beginning October 1, 2025, the fees established in this section herein shall be increased annually equal to the increase in the U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) for the South, all items, not seasonally adjusted, annual average of the preceding calendar year. If there is a decrease or no change in the CPI-U, then there will be no change in fees for that year.

(Ord. No. 1487, § 1, 11-17-03; Ord. No. 1601, § 1, 2-13-06; Ord. No. 1763, § 1, 10-17-11; Ord. No. 2154, § 2(Exh. B), 9-19-22; Ord. No. 2242, § 1(Exh. A), 9-23-24)

Sec. 74-224. Accounting and use of development fees.

Development fee funds of an amount set forth by temporary resolution may be used to pay annual bond indebtedness payments owed by the water/sewer system where the debt incurred and designated to be paid, all or in part, with development fee funds was incurred for new or expanded water/sewer capital projects.

Development fee funds may, by the adoption of a temporary resolution, be expended for water/sewer system fixed asset capital projects including water treatment and distribution infrastructure improvements, and wastewater collection and treatment infrastructure improvements.

Development fee funds may be transferred to water/sewer reserve accounts and/or otherwise designated as reserve funds. Funds removed from development fee accounts and deposited into reserve fund accounts or designated as reserve funds shall immediately and permanently be subject to guidelines as set for in city code section(s) regarding and describing the method of designation, use and reimbursement of water/sewer system reserve funds.

Development fee funds shall not be used for any water/sewer system operational expenses or water/sewer system routine or recurring water/sewer system maintenance.

Development fee funds shall not in any way be used, applied, or pledged as payment for any general fund expense.

(Ord. No. 1487, § 1, 11-17-03; Ord. No. 1601, § 1, 2-13-06; Ord. No. 1763, § 1, 10-17-11; Ord. No. 2154, § 2(Exh. B), 9-19-22; Ord. No. 2242, § 1(Exh. A), 9-23-24)

Sec. 74-225. Equitable individual rate adjustments.

A direct customer of the city water and sewer system may petition the city utilities department, on a form provided for that purpose, for equitable relief from up to three months of "extraordinary" water bills. An equitable rate adjustment can be approved to a customer's charge for water consumption which has passed through the customer's metering device, but due to circumstances beyond the control of said customer, was not used for the benefit of the customer.

For an equitable rate adjustment to be approvable, all of the following criteria must be met:

- (1) There must have been no previous adjustment on behalf of the petitioner or at the same address or location within the preceding 48 months; and
- (2) The water utilized which is the subject of a petition must have passed through a city-approved metering device of one inch or smaller; and

-
- (3) The bill or bills must reflect "extraordinary" consumption, which city staff must confirm to be an amount not less than three times the average monthly volume consumption and 11,000 gallons more than the average monthly volume consumption at that location for the preceding 12 months.

The maximum adjustment is \$575.00 total, not to exceed 75 percent of current rate on the excess water usage.

Petitioner must certify that:

- (1) The "extraordinary" bill(s) for water consumption charged to petitioner is the direct and proximate result of water loss due to a breakage or leak in petitioner's waterline, which was unknown to the petitioner at the time and not attributable to the petitioner or any of the petitioner's officers, agents, employees, or contractors;
- (2) Such breakage or leak has been repaired and there is no further loss or wastage of water supported by satisfactory evidence to that effect;
- (3) Such water was lost to the extent that no person, firm, or corporation, either with or without petitioner's permission, used the water which passed through petitioner's meter in excess of the normal average monthly volume consumption for the preceding 12 months as herein defined.

Petitioner must also present a written statement of a licensed plumber or other evidence to the satisfaction of the utilities department, certifying to the foregoing facts, above.

The use of the term "waterline" herein shall be construed to mean all water lines, facilities, appurtenances, and devices existing on the customer's side of the city's water meter.

City staff will review and approve or deny the claim, notifying the petitioner of the decision. Should the claim be approved, an equitable adjustment will be made in the amount due from petitioner. The utilities department will correct its billing records to reflect such adjustment. Should the claim be denied, the petitioner may appeal to small claims court.

Any equitable adjustment to a customer's water bill as authorized pursuant to the provisions hereof shall also include an adjustment in the sanitary sewer service charge for the same period on account of consumption of water which does not enter the sewer system, if the customer's sanitary sewer service charge is calculated on the basis of consumption of water. This means for residential customers with a sewer cap, there shall be no adjustment. For commercial customers with no sewer cap, the maximum adjustment is \$0.80 per 1,000 gallons of excess usage for a toilet issue only.

(Ord. No. 2154, § 2(Exh. B), 9-19-22; Ord. No. 2242, § 1(Exh. A), 9-23-24)

Secs. 74-226—74-230. Reserved.



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

AGENDA ITEM NO. 9.a.1.

MEETING DATE: September 22, 2025

SUBJECT: First Reading, Ordinance repealing Section 2-38 of Chapter 2 of the Northport Municipal Code pertaining to Council Committees

Unfinished Business:

Public Hearing:

New Business:

First Reading: X

Consent Agenda:

Second Reading:

Prepared By: Kim Braughton

Approved By: Ron Davis

Summary:

The incoming City Council has requested the repeal of this code section to allow them to operate by Work Sessions rather than by Council Committees. This repeal will not become effective until the incoming City Council is sworn in on November 3, 2025.

Recommendation:

That you offer the attached Ordinance for a 1st Reading

Funding Source/GL Code:

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

Motion for Consideration:

I move to offer for 1st reading, the Ordinance repealing Section 2-38 of Chapter 2 of the Northport Municipal Code pertaining to Council Committees.

ORDINANCE NO.

**ORDINANCE REPEALING SECTION 2-38 OF CHAPTER 2 OF THE NORTHPORT
MUNICIPAL CODE PERTAINING TO COUNCIL COMMITTEES**

WHEREAS, the newly elected City Council has indicated that it wishes to operate through Council Work Sessions rather than Council Committees; and

WHEREAS, the incoming City Council has requested the current City Council repeal Section 2-38 of the Northport Municipal Code related to Council Committees effective November 3, 2025.

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

1. The City hereby repeals Section 2-38 of Chapter 2 of the Northport Municipal Code relating to Council Committees, 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 November 3, 2025.

ORDAINED this the _____ day of _____, 20__.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda D. Webb, City Administrator

APPROVED this the _____ day of _____, 20__.

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: September 22, 2025

Motion By:

2nd Reading:

Motion By:

Second By:

Publication:

EXHIBIT “A”

Sec. 2-38. Committees.

- (a) ~~Upon being sworn in to office the city council shall, by resolution of a temporary nature, appoint a finance committee consisting of the mayor, the city administrator, the city finance director and two members of the city council. The finance committee shall meet at least quarterly and shall have the authority to receive financial information, financial reports and audits, and to review all financial matters of the city. The finance committee shall also be authorized to make financial reports and recommendations to the city council.~~
- (b) ~~The city administrator shall record the minutes of all finance committee meetings and such minutes shall be permanently maintained and shall be a public record after adoption by the city council.~~
- (c) ~~The city council shall have the authority, by passage of a resolution of a temporary [nature], to establish additional committees of the council necessary to assist the council in the execution of its responsibilities. Unless otherwise authorized by the city council, additional committees established by the city council shall be advisory only and shall report to the city council as specified in the establishing resolution.~~

~~(Code 1990, § 2-27; Ord. No. 1469, § 1, 7-7-03; Ord. No. 1731, § 1, 5-24-10)~~

Repealed effective November 3, 2025.



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

AGENDA ITEM NO. 9.a.2.

MEETING DATE: September 22, 2025

SUBJECT: First Reading, Resolution fixing the cost of demolition and authorizing filing a lien for the parcel located at 1203 EJ James Jr Parkway.

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading: X

Second Reading:

Prepared By: Katelyn Lesley

Approved By: Julie Ramm

Summary:

Please find attached a proposed resolution fixing the cost of demolition and authorizing the filing of a lien for the property located at 1203 EJ James Jr. Parkway. The demolition was done at the City's efforts and expense.

Recommendation:

To adopt the attached Resolution.

Funding Source/GL Code:

GL Code No. Amount: \$4,057.55

Motion for Consideration:

None are needed for the first reading.

RESOLUTION NO. 25 -

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

WHEREAS, the person(s) last assessing the real property located at 1203 EJ James Jr. Parkway for state taxes is Dorothy Mayfield, the deed to said real property being recorded in Deed Book 1999, at Page 10251; and,

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

WHEREAS, the Building Inspector for the City of Northport has reported to the City Council that the cost of said demolition is \$3,900.00 and the cost of all legal advertising related thereto is \$143.55; and,

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

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

1. That the cost of all legal advertising and for the demolition of the structure(s) located at 5118 Azalea Trail and the person(s) last assessing said property for state taxes being Jade Enterprises, LLC, as recorded at Deed Book 1999, at Page 10251, be, and it is hereby, fixed at \$4,057.55.

2. That this Resolution shall be published in accordance with the Alabama Code and the City Administrator/Clerk is authorized to file a certified copy of this Resolution in the office of the Probate Judge of Tuscaloosa County and the same shall constitute a lien in the amount of \$4,057.55 against the property at Deed Book 1999, at Page 10251.

RESOLVED AND DONE this _____ of _____, 2025.

CITY COUNCIL OF THE CITY OF
NORTHPORT

By: _____
Christy Bobo
Its President

ATTEST:

Glenda Webb
Its City Administrator-Clerk

1st Reading: September 22, 2025

By: _____

2nd Reading: October 6, 2025

Motion By: _____

Second By: _____

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.

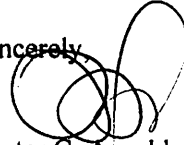
REQUIREMENT: Obtain a death certificate for Dorothy Ann Mayfield, if deceased.

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.

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.

Condemnation Order - Break Down
Project # 1203 EJ James Jr Pkwy
Ordinance 2271

Contractor - Pasteur Construction	\$3,900.00
Legal Advertisement - Northport Gazette	\$143.55
Filing Fee	\$14.00
Total	<u>\$4,057.55</u>



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

AGENDA ITEM NO. 9.b.1.

MEETING DATE: September 22, 2025

SUBJECT: Resolution Authorizing Water Service Outside the City Limits for Property Located at 14661 Bone Camp Road

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Allison Martin

Approved By: Ron Davis

Summary:

Ms. Victoria Stough has property located at 14661 Bone Camp Road, that cannot presently be annexed into the city because the property is not contiguous. The address is outside of the city limits and outside of the planning jurisdiction. She is requesting city water service. The Municipal Code allows this with the majority consent of the city council. The staff recommends this access be allowed. Per city code, all costs of this connection would be paid by the applicant and not by the City. In addition, we are adding the requirement that if, in the future, the property can be annexed, the property will be annexed into the city. If the property is not annexed, the City retains the right to terminate water services at that point.

Recommendation:

Approve

Funding Source/GL Code:

N/A

Motion for Consideration:

I move to adopt the resolution authorizing water service outside of the city limits to be provided to Ms. Victoria Stough at 14661 Bone Camp Road, pursuant to the conditions in the resolution.

RESOLUTION NO. 25-

**RESOLUTION AUTHORIZING WATER SERVICE OUTSIDE OF THE CITY LIMITS
FOR PROPERTY LOCATED AT 14661 BONE CAMP ROAD**

WHEREAS, Ms. Victoria Stough, has property located at 14661 Bone Camp Road, and has requested that she be allowed to obtain water from the City of Northport for this property; and

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

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

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

- 1) As allowed by Northport Municipal Code Section 74-237, the City Council hereby agrees to provide water service to the property located at 14661 Bone Camp Road, by majority vote of the City Council.
- 2) All costs of this connection shall be paid by the applicant and not by the City of Northport.
- 3) The applicant agrees that if at any time this property becomes contiguous to the city limits, that the property will be annexed in the City of Northport. If the applicant or future owner of this property refuses to annex into the city, then the City reserves the right to terminate water services to this property at that time.

RESOLVED AND DONE THIS _____ DAY OF _____ 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

Christy Bobo, Its President

ATTEST:

Glenda D. Webb, City Administrator

Reading: _____, 2025

Motion: _____

Second: _____



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

AGENDA ITEM NO. 9.b.2.

MEETING DATE: September 22, 2025

SUBJECT: Resolution authorizing the Human Resource Department to advertise for the position of City Administrator

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Kim Braughton

Approved By: Ron Davis

Summary:

The newly elected City Council has requested that the City begin accepting applications for the position of City Administrator due to the retirement of City Administrator Glenda Webb.

Recommendation:

Approve the attached resolution authorizing the Human Resource Department to advertise the position of City Administrator and for applications to be received on or before Friday, October 31, 2025.

Funding Source/GL Code:

GL Code No. To be negotiated

Motion for Consideration:

I move to adopt the resolution authorizing the Human Resource Department to advertise the position of City Administrator to be received by the City on or before Friday, October 31, 2025.

RESOLUTION NO. 25 -

**RESOLUTION AUTHORIZING THE HR DEPARTMENT TO ADVERTISE THE
POSITION OF CITY ADMINISTRATOR**

WHEREAS, the newly elected City Council has requested that the City authorize the advertisement for the position of City Administrator; and

WHEREAS, the City wishes to authorize the Human Resource Department to begin a search for applicants for this position; and

WHEREAS, the salary and benefits for this full-time position will be negotiated by the newly elected City Council upon the selection of a new individual to fill this position.

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

1. The Human Resource Director is hereby authorized to begin a search to fill the position of full-time Northport City Administrator.
2. Any applications for this position should be received by the Human Resource Department on or before Friday, October 31, 2025, at 5:00 pm.
3. The salary for this position will be negotiated based on experience and related matters as agreed upon by newly elected City Council.
4. The benefits for this position shall include the use of a city vehicle and the same general benefits as other full-time salaried employees such as health insurance, state retirement, etc.
5. This position is a full-time salaried position but is not a Civil Service position.
6. All additional terms and conditions will be negotiated by the applicants selected and the newly elected City Council.

RESOLVED AND DONE THIS 22nd DAY OF SEPTEMBER 2025.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

Christy Bobo, Its President

ATTESTED:

Glenda D. Webb, City Administrator

Reading: September 22, 2025
Motion By:
Second By:



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

AGENDA ITEM NO. 9.b.3.

MEETING DATE: September 22, 2025

SUBJECT: Resolution authorizing the City Administrator to sign the Settlement Agreement and Release pertaining to the DP Holdings, LLC Claim

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Kim Braughton

Approved By: Ron Davis

Summary:

The City of Northport has been involved in a dispute with DP Holdings, LLC for breach of contract. The City of Northport has reached a Settlement Agreement with DP Holdings, LLC. The Settlement Agreement and Release are finalized and ready to be executed. The Legal Department respectfully requests the City Administrator be authorized to sign the attached Settlement Agreement and Release pertaining to the DP Holdings Claim in the amount of \$52,500.00.

Recommendation:

Approve the attached resolution

Funding Source/GL Code:

GL Code No. 01-15-000-50226 Amount: \$52,500.00

Motion for Consideration:

I move to adopt the resolution authorizing the City Administrator to sign the attached Settlement Agreement and Release pertaining to the DP Holdings, LLC Claim in the amount of \$52,500.00.

RESOLUTION NO. 25-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO SIGN THE
SETTLEMENT AGREEMENT AND RELEASE PERTAINING TO THE DP
HOLDINGS, LLC CLAIM**

WHEREAS, the City of Northport has been involved in a dispute with DP Holdings, LLC for breach of contract; and

WHEREAS, the City of Northport has reached a Settlement Agreement with DP Holdings, LLC; and

WHEREAS, the City Council of the City of Northport is of the opinion that this settlement is in the best interest of the City of Northport.

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

1. The City Council hereby authorizes the City Administrator to sign the Settlement Agreement and Release with DP Holdings, LLC in the amount of \$52,500.00, and authorize the City Administrator to approve all requisitions related to this settlement agreement.

RESOLVED AND DONE THIS 22nd DAY OF SEPTEMBER, 2025.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

Christy Bobo, Its President

ATTESTED:

Glenda D. Webb, City Administrator

Reading: September 22, 2025

Motion By:

Second By:

EXHIBIT “A”

Settlement Agreement and Release

WHEREAS, the City of Northport entered into a Lease Agreement with DP Holdings, LLC for certain real estate owned by DP Holdings, LLC.

WHEREAS, the City of Northport and DP Holdings, LLC have agreed to a financial settlement to fully and completely resolve this matter.

WHEREAS, the City's Legal Department recommends the settlement of this dispute in the amount of \$52,500.00.

WHEREAS, DP Holdings, LLC has agreed to accept this amount of money for full and final settlement of this matter.

NOW THEREFORE, is hereby AGREED AS FOLLOWS:

1. The City of Northport shall pay the sum of \$52,500.00 to DP Holdings, LLC.
2. Upon receipt of this sum, DP Holdings, LLC by its signature below, hereby FULLY RELEASES AND DISCHARGES the City of Northport, its elected officials and employees of any and all claims in any way related to that certain lease agreement between the City of Northport and DP Holdings, LLC signed on or about March 20, 2023.
3. That the person signing on behalf of DP Holdings, LLC has the authority to enter into this SETTLEMENT AGREEMENT AND RELEASE with the City of Northport.

AGREED THIS _____ DAY OF SEPTEMBER 2025.

City of Northport

BY: _____
Glenda Webb, City Administrator

DP Holdings, LLC

BY: _____
Its _____



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

AGENDA ITEM NO. 9.b.4.

MEETING DATE: September 22, 2025

SUBJECT: Resolution authorizing the City Administrator to sign the resolution complying with Homeland Security Presidential Directive-5 as outlined in the National Incident Management System (NIMS)

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Malorie Mixon

Approved By: Glenda Webb

Summary:

Attached is a resolution authorizing the City Administrator to sign a resolution adopting the concepts and principles as outlined in the National Incident Management System. The National Incident Management System provides the structure and mechanisms for federal support to state and local incident managers. The Homeland Security Presidential Directive-5 requires adoption of the National Incident Management System by local organizations as a condition for federal preparedness assistance (through grants, contracts, and other activities) beginning in FY 2005.

Recommendation:

Approve

Funding Source/GL Code:

Motion for Consideration:

Adopt the resolution authorizing the City Administrator to sign the resolution complying with Homeland Security Presidential Directive-5 as outlined in the National Incident Management System (NIMS).

RESOLUTION NO. 25-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO SIGN THE
RESOLUTION COMPLYING WITH HOMELAND SECURITY PRESIDENTIAL
DIRECTIVE-5 AS OUTLINED IN THE NATIONAL INCIDENT MANAGEMENT
SYSTEM (NIMS)**

WHEREAS, on February 28, 2003, President Bush issued Homeland Security Presidential Directive Number5 (HSPD-5), which directs the Homeland Security to develop and administer a National Incident Management System (NIMS); and

WHEREAS, the National Incident Management System represents a core set of doctrine, concepts, principles, terminology, and organizational process to enable effective, efficient and collaborative incident management on all levels; and

WHEREAS, Homeland Security Presidential Directive-5 requires all federal departments and agencies to adopt the National Incident Management System and to use it in domestic incident management and emergency prevention, preparedness, response, recovery, and mitigation programs and activities.

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

1. To authorize the City Administrator to sign the resolution, in the form as attached as Exhibit “A”, complying with Homeland Security Presidential Directive-5 as outlined in the National Incident Management System.

RESOLVED AND DONE THIS 22ND DAY OF SEPTEMBER 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

Christy Bobo, Its President

ATTEST:

Glenda D. Webb, City Administrator

Reading: September 22, 2025

Motion: _____

Second: _____

RESOLUTION

WHEREAS, on February 28, 2003, President Bush issued Homeland Security Presidential Directive Number 5 (HSPD-5), which directs the Homeland Security to develop and administer a National Incident Management System (NIMS), and

WHEREAS, the National Incident Management System represents a core set of doctrine, concepts, principles, terminology, and organizational processes to enable effective, efficient and collaborative incident management at all levels, and

WHEREAS, the National Incident Management System provides the structure and mechanisms for federal support to state and local incident managers, and

WHEREAS, Homeland Security Presidential Directive-5 requires all federal departments and agencies to adopt the National Incident Management System and to use it in domestic incident management and emergency prevention, preparedness, response, recovery, and mitigation programs and activities, and

WHEREAS, Homeland Security Presidential Directive-5 requires adoption of the National Incident Management System by local organizations as a condition for federal preparedness assistance (through grants, contracts, and other activities) beginning in FY 2005, now

THEREFORE BE IT RESOLVED, to comply with Homeland Security Presidential Directive-5, Tuscaloosa County Commission, City of Tuscaloosa, City of Northport, City of Brookwood, City of Lake View, City of Vance, Town of Coker, City of Coaling, Tuscaloosa County Emergency Management Agency, the Tuscaloosa County LEPC (Local Emergency Planning Committee) hereby adopts the concepts and principles as outlined in the National Incident Management System.

This resolution adopted and approved this the ____ day of _____.

Tuscaloosa County Commission, Chairman

City of Tuscaloosa, Mayor

City of Northport, City Administrator

City of Brookwood, Mayor

City of Lake View, Mayor

DocuSigned by:
Brenda Morrison

City of Vance, Mayor

Town of Coker, Mayor

DocuSigned by:
Gary Everett

City of Coaling, Mayor

Signed by:
Mike Volley

Tuscaloosa County EMA, Director

Tuscaloosa County LEPC, Chairperson



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

AGENDA ITEM NO. 9.b.5.

MEETING DATE: September 22, 2025

SUBJECT: Resolution authorizing an additional three-year term Lease Agreement with the Alabama Department of Transportation (ALDOT) for parking underneath Hugh Thomas Bridge

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Kim Braughton

Approved By: Glenda Webb

Summary:

In the past, the City of Northport developed a public parking area beneath Hugh Thomas Bridge under a lease with the Alabama Department of Transportation (ALDOT) to be used by patrons utilizing the City's walking trail. By Resolution 22-190 the City Council authorized a three-year lease agreement with ALDOT which expires in January 2026. The agreement allows for an option to renew for an additional three-year term. The department respectfully requests the City Administrator be authorized to execute a letter to ALDOT exercising the right to renew the lease agreement at no cost to the city for parking underneath Hugh Thomas Bridge for an additional three-year term.

Recommendation:

Adopt the attached resolution

Funding Source/GL Code:

GL Code No. N/A Amount: None

Motion for Consideration:

I move to adopt the resolution authorizing the City Administrator to execute a letter to the Alabama Department of Transportation (ALDOT) exercising the right to renew the lease agreement for parking underneath Hugh Thomas Bridge for an additional three-year term.

RESOLUTION NO. 25-

**RESOLUTION AUTHORIZING AN ADDITIONAL THREE-YEAR TERM LEASE AGREEMENT
WITH THE ALABAMA DEPARTMENT OF TRANSPORTATION FOR PARKING UNDERNEATH
HUGH THOMAS BRIDGE**

WHEREAS, the City of Northport previously entered into a lease agreement with the Alabama Department of Transportation (ALDOT) for parking underneath the Hugh Thomas Bridge with an original term set to expire on January 5, 2026; and

WHEREAS, the City of Northport desires to renew said lease for an additional three-year term pursuant to lease conditions.

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

1. That the City Administrator is hereby authorized to execute a letter exercising the right to renew the three-year lease term.
2. That all documents and correspondence necessary to execute the additional three-year term are hereby authorized.

RESOLVED AND DONE THIS 22nd DAY OF SEPTEMBER, 2025.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

Christy Bobo, Its President

ATTESTED:

Glenda D. Webb, City Administrator

Reading: September 22, 2025
Motion By:
Second By:

EXHIBIT “A”



Kay Ivey
Governor

ALABAMA DEPARTMENT OF TRANSPORTATION

West Central Region Office
OFFICE OF THE REGION ENGINEER
204 Marina Drive, Suite 100
Tuscaloosa, AL 35406
Telephone: 205-562-3099
Fax: 205-349-3487



John R. Cooper
Transportation Director

January 25, 2023

City of Northport
Attn: Ms. Glenda Webb
P.O. Box 569
Northport, Alabama 35476

Dear Ms. Webb:

Enclosed is an original executed lease with the Alabama Department of Transportation for public parking beneath the Hugh Thomas Bridge at the walking trail.

This is provided for your records.

Sincerely,

Wallace C. McAdory, III, P.E.
Region Engineer

Tim Weaver
Region Right-of-Way Manager

JGC/
Enclosure

THIS INSTRUMENT PREPARED BY:
 Judy Campbell
 Alabama Department of Transportation
 West Central Region
 1820 Rice Mine Road N, Suite 200
 Tuscaloosa, AL 35406

STATE OF ALABAMA)
 TUSCALOOSA COUNTY)

LEASE

This LEASE involving property acquired in connection with right of way activities is entered into this 5th day of January, 202~~1~~³, between the Alabama Department of Transportation, acting for and on behalf of the State of Alabama, hereinafter referred to as ALDOT, and the City of Northport, hereinafter referred to as CITY;

WITNESSETH

WHEREAS, the CITY desires to lease from the ALDOT and the ALDOT desires to lease, let, and demise to the CITY the area within the right of way limits of Project No. S-1649-B, beneath the Hugh Thomas Bridge over the Black Warrior River, SR-13(US-43); and

WHEREAS, the CITY developed a public parking area on said right of way beneath the Hugh Thomas Bridge under the LEASE dated August 31, 2006, for use by patrons of the CITY'S walking trail, said area is shown and described on Exhibit "A" attached hereto and made a part hereof and hereinafter referred to as premises;

THEREFORE, the ALDOT hereby grants the CITY permission to occupy the premises for the purpose of maintaining, supervising, controlling, operating, and directing the management of the established parking area for the purpose of free public parking.

In consideration of the premises, the mutual benefits herein contained, and the sum of \$1.00 by each of the parties to the other in hand paid, receipt whereof is hereby acknowledged, the parties hereto agree as follows:

The term of this LEASE is 3 (three) years commencing the date first written above with an option to renew for 1 additional 3 (three) year term commencing on the same day as the first term, upon receipt of a written request from the CITY 90 (ninety) days prior to the end of the first term.

This LEASE is made and entered into subject to the following additional terms and condition. which are hereby agreed to by and between the parties hereto:

1. The premises will be used for the purpose of parking, ingress and egress on the established parking area. No other activities may be conducted on the premises without the prior written approval of the ALDOT. The use of the premises will not be permitted to conflict in any respect with the rules, regulations, and requirements established by the United States Department of Transportation, Federal Highway Administration (FHWA) both as to safety and appearance.
2. The premises are restricted to passenger vehicles only. No commercial vehicles are allowed.
3. No commercial activity will be allowed on the premises.
4. The CITY shall maintain gates and fencing previously installed in accordance with ALDOT's current standards and specifications.
5. The CITY is required to maintain the 6" thick layer of crushed aggregate base and 200 lbs/square yard hot plant mix asphalt on the premises to support vehicle parking. ALDOT's West Central Region Office in Tuscaloosa shall be notified prior to making any repairs or resurfacing or modifications to the premises.
6. The CITY shall at all times comply with all requirements of the Corps of Engineers.

7. The CITY may not place permanent structures on the premises or make any alterations, additions, improvements, installations, or modifications without prior written approval of the ALDOT. Any such alterations, additions, improvements, installations, or modifications that might be authorized by the ALDOT shall be at the sole cost and expense of the CITY, and upon termination of this LEASE for any reason whatsoever, the ALDOT shall be under no obligation to reimburse the CITY for any such alterations, additions, improvements, installations, or modifications.
8. No materials or supplies including but not limited to hazardous materials as defined in the latest edition of the United States' Department of Transportation Hazardous Material — Emergency Action Guide including explosives, corrosives, or flammables shall be allowed to be stored on the premises.
9. It is understood that all existing, future, or potential common law or statutory rights of access between the right-of-way of the running lanes of SR 13 (U.S. 43) and the premises are hereby denied.
10. There will be no assignment of this LEASE or subletting of the premises by the CITY without the written consent of the ALDOT.
11. The CITY will permit no waste on the premises, but on contrary, will take proper care of and protect said premises from damages and shall be accountable for failure to do so. The CITY shall at all times keep the premises in a safe and sanitary condition, litter picked up, graffiti eradicated, keep grounds well maintained, clean, and aesthetically pleasing.
12. The ALDOT is under no obligation to make repairs and the ALDOT shall not be liable for any damages caused by the CITY's failure to do so.
13. This LEASE shall be revoked and terminated in the event the premises cease to be used for the purpose herein stated, the premises are abandoned, or any term, condition, or stipulation in this LEASE is otherwise violated and such violation is not corrected within 30 days following written notice. Should this occur, the ALDOT shall have the right to immediately and without formal notice to reenter and take possession of the premises and remove all property whether belonging to the CITY or to others from the premises.
14. Any signs, displays, or devices placed on the premises by the CITY will be restricted to lawful signs, being those indicating ownership and type of activity conducted at the facility, and will be subject to regulation by the ALDOT and FHWA with respect to number, size, location and design.
15. The occupancy and use of the premises shall not be such as will permit hazardous or objectionable smoke, fumes, vapor or odors on to the highway, or such as will subject the highway to hazardous or objectionable drippings, droppings, or discharge of any kind, including rain or snow.
16. The CITY agrees to take reasonable steps to protect any fences, guardrails, and/or other parts of highway structures from damage incident to the use of the premises. The CITY shall replace any damaged protective devices at no cost to the ALDOT. If, during the life of the structure, any type of protection to the columns is required because of accidents, the ALDOT in conjunction with the CITY and the FHWA, will consider the problem and determine the type of action to be taken for the protection of piers.
17. The CITY is to comply with all laws and ordinances affecting the use or occupancy of the premises and hereby fully relieves the ALDOT from any compliance therewith or liability or violation thereof.
18. The CITY agrees to pay all utility charges resulting from the use of the premises.
19. The CITY will be responsible for the safety and security of the premises.
20. The CITY shall at all times during the term of this LEASE carry public liability and property damage insurance with a company authorized to do business in the State of Alabama insuring the ALDOT, its officers, agents, and employees in both their official and individual capacities against any and all loss or claims for damage to property or injury to, or death of any person entering upon said premises in the amount of \$250,000.00 for injury to or death of one person; \$500,000.00 for injury or death to more than one person growing out of one accident; and \$250,000.00 for property damage loss. Said policy or policies of insurance shall each provide that no cancellation thereof shall be permitted without thirty (30) days prior notice thereof being given to the CITY and to the ALDOT at the addresses herein. The

original of said policy or policies of insurance shall be kept on file in the office of the CITY and a certificate thereof shall be furnished to the ALDOT at the address herein. The CITY will pay the full cost of such insurance.

21. The ALDOT does not carry insurance to cover personal property of the CITY.
22. The ALDOT and FHWA shall at all times have the right to enter the premises or any parts thereof, for the purpose of inspecting same and for inspecting, constructing, reconstructing, maintenance and repair of the highway, highway structures, devices and/or its appurtenances and for any other reasonable lawful purpose. The CITY agrees to remove all vehicles from the premises in the event of scheduled maintenance activities or unscheduled emergency activities. The CITY may be required to use its police powers to clear the area for the ALDOT's accessibility.
23. The ALDOT shall give the CITY not less than three (3) days' notice prior to beginning any scheduled maintenance work in the area. In the event of the need for emergency maintenance work, the ALDOT shall give notice as conditions permit.
24. Subject to the limitations on damages applicable to municipal corporations under Ala. Code S 1 1-47-190 (1975), the CITY shall indemnify, and hold harmless the ALDOT, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the CITY its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the CITY, its agents, servants, representatives or employees, or anyone for whose acts the CITY may be liable.
25. The CITY, as part of the consideration herefor, does hereby agree that no person, on the grounds of race, color, national origin, religion, sex, or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the premises and the CITY shall in all respects comply with Title VI of the Civil Rights Act of 1964 and 49 C.F.R. Section 21.5 as amended, Title 15, Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A, Office of the Secretary of Commerce, Part 8 (15 C.F.R. Part 8) and as said regulations may be amended and with applicable sections of the Americans with Disabilities Act, 42 U.S. C. 12101, et seq. (1990).
26. The ALDOT or the CITY may terminate this LEASE at any time by either giving at least ninety (90) days written notice of termination to the other. Said written notice shall be certified or registered mailed to the parties below and notice shall be deemed as given as of the first date the postal service attempts delivery:

LESSEE:
City of Northport
Mayor Bobby Herndon
3500 McFarland Boulevard
Northport, AL 35476

LESSOR:
John R. Cooper
Transportation Director
Alabama Department of Transportation
1409 Coliseum Boulevard
Montgomery, 36110

with a copy to:
Transportation Director
Alabama Department of Transportation
Attn: Right of Way Bureau
1409 Coliseum Blvd
Montgomery, AL 36110

27. Upon termination of this LEASE for any reason whatsoever, the CITY will surrender possession of the premises without further notice in as good condition as same at the commencement of the first term. Except as stated in number 13 above, the CITY shall be permitted to remove all equipment, etc. that were furnished or installed by the CITY, its agents or employee. Such removal will be complete by the end of the 90th day from the date of notification of termination.
28. This LEASE and any subsequent modifications are subject to the approval of the Federal Highway Administration.

29. The failure of the ALDOT to insist on strict performance of any of the covenants or conditions of this LEASE or to exercise any option here conferred in any one or more instances shall not be construed as a waiver or relinquishment of any such covenants, conditions, or options, but the same shall remain in full force and effect.
30. This LEASE contains the entire agreement of the parties and there are no other agreements, verbal or written, affecting the premise that have not been incorporated herein or attached hereto.
31. This LEASE shall be governed in accordance with the laws of the State of Alabama.
32. This LEASE may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original, but which together shall constitute one and the same instrument.
33. By signing this LEASE, the contracting parties affirm, for the duration of the Lease, 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 Lease and shall be responsible for all damages resulting therefrom.

(This section intentionally let blank. Signatures of the following page.)

IN WITNESS WHEREOF, the parties hereto have caused this LEASE to be executed by their duly authorized officers or officials on the day and year hereinabove first written.

ATTEST

Glenda Webb
GLENDA WEBB
CITY ADMINISTRATOR

CITY
Bobby Herndon
BOBBY HERNDON
MAYOR OF NORTHPORT

RECOMMENDED FOR
APPROVAL:

Wallace C. McAdory, III TDW
WALLACE C. McADORY, III, P.E.
REGION ENGINEER

John R. Cooper
JOHN R. COOPER
TRANSPORTATION DIRECTOR

Phillip A. Shamburger ASD
PHILLIP A. SHAMBURGER
RIGHT OF WAY BUREAU CHIEF

THIS LEASE HAS BEEN LEGALLY REVIEWED
AND APPROVED AS TO FORM AND CONTENT:

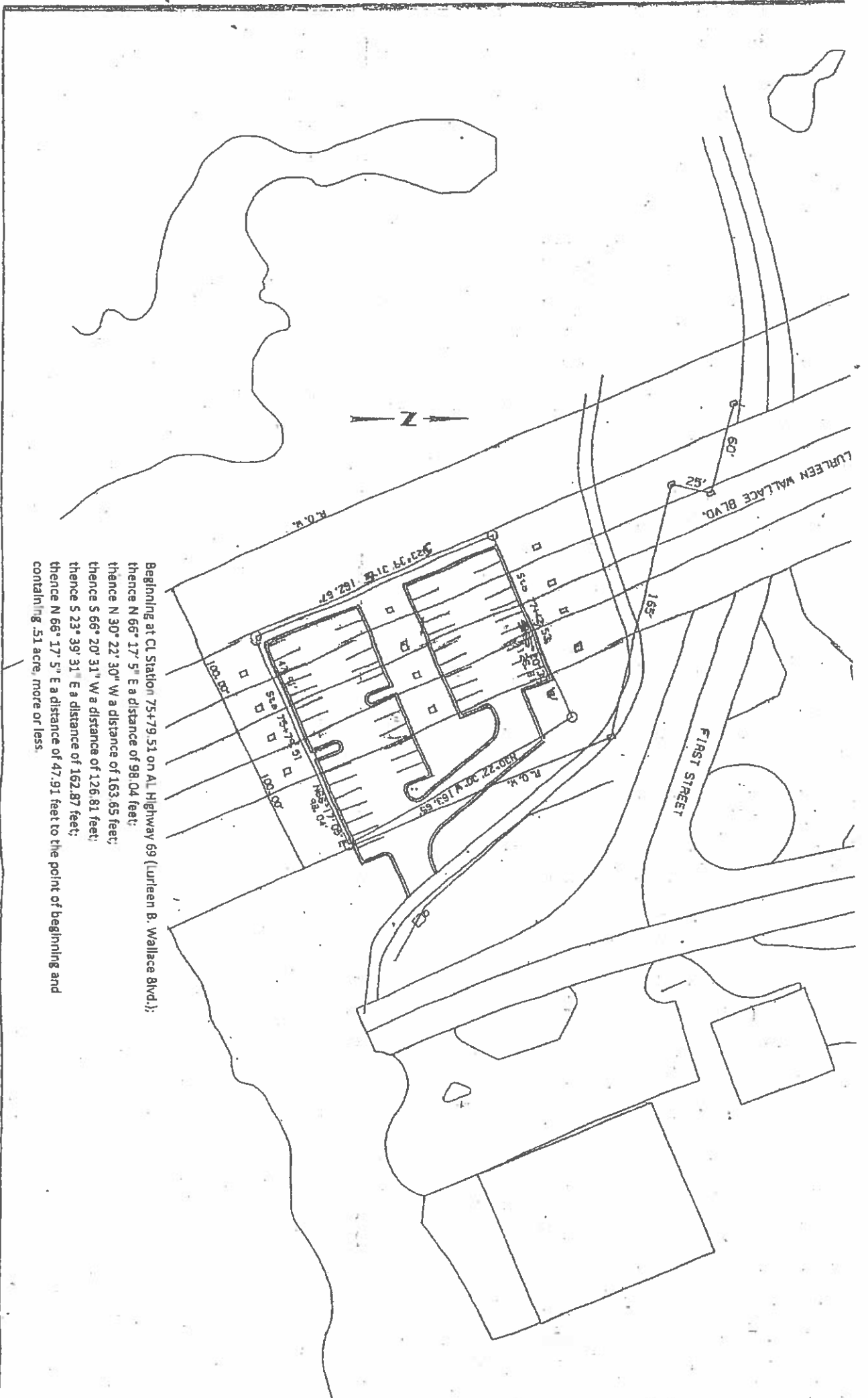
William F. Patty WFP
WILLIAM F. PATTY
CHIEF COUNSEL
ALABAMA DEPARTMENT
OF TRANSPORTATION

STATE OF ALABAMA

John H. Merrill
JOHN H. MERRILL
SECRETARY OF STATE
OF THE STATE OF ALABAMA

Kay Ivey 1/5/23
KAY IVEY
GOVERNOR OF ALABAMA

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

AGENDA ITEM NO. 9.b.6.

MEETING DATE: September 22, 2025

SUBJECT: Resolution Authorizing the City Administrator to Execute Special Authority Loan Conditions Agreements with the Alabama Drinking Water Finance Authority and the Alabama Department of Environmental Management Relating to Lead Service Line Inventory.

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Malorie Mixon

Approved By: Glenda Webb

Summary:

The City Council authorized the City Administrator to submit an application to the Alabama Department of Environmental Management for Supplemental Funding to the Drinking Water State Revolving Fund Loan Program for Lead Service Line Inventory in an amount of \$235,082.00. The Alabama Department of Environmental Management notified the City of Northport of its intent to forgive the loan amount of \$235,082.00. This resolution is a request to execute a Special Authority Loan Conditions Agreement which indicates the forgiveness of the full principal amount of the previously authorized loan amount of \$235,082.00.

Recommendation:

Approve

Funding Source/GL Code:

Motion for Consideration:

Adopt the resolution authorizing the City Administrator to execute the Special Authority Loan Conditions Agreement with the Alabama Drinking Water Finance Authority and the Alabama Department of Environmental Management Relating to Lead Service Line Inventory with a principal forgiveness amount of \$235,082.00.

RESOLUTION NO. 25-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE SPECIAL
AUTHORITY LOAN CONDITIONS AGREEMENT WITH THE ALABAMA DRINKING
WATER FINANCE AUTHORITY AND THE ALABAMA DEPARTMENT OF
ENVIROMENTAL MANAGEMENT RELATING TO LEAD SERVICE LINE INVENTORY**

WHEREAS, heretofore the City Council of Northport authorized the City Administrator to submit an application to the Alabama Department of Environmental Management for Supplemental Funding to the Drinking Water State Revolving Fund Loan Program for Lead Service Line Inventory in an amount of \$235,082.00; and,

WHEREAS, the Alabama Department of Environmental Management has notified the City of Northport of its intent to forgive the loan amount of \$235,082.00; and,

WHEREAS, the City of Northport desires to execute a Special Authority Loan Conditions Agreement which indicates the forgiveness of the full principal amount of the previously authorized loan amount of \$235,082.00.

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

1. That the City Administrator is hereby authorized to execute the Special Authority Loan Conditions Agreement with the Alabama Drinking Water Finance Authority and the Alabama Department of Environmental Management Relating to Lead Service Line Inventory with a principal forgiveness amount of \$235,082.00.
2. That the City Administrator is authorized to execute any and all other necessary documents related to said Special Authority Loan Conditions Agreement.

RESOLVED AND DONE THIS 22nd DAY OF SEPTEMBER 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

Christy Bobo, Its President

ATTEST:

Glenda D. Webb, City Administrator

Reading: September 22, 2025

Motion: _____

Second: _____

SPECIAL AUTHORITY LOAN CONDITIONS AGREEMENT

(Series 2025-DWSRF-IIJA-Lead)

(Full Principal Forgiveness Loan)

among

CITY OF NORTHPORT

and

ALABAMA DRINKING WATER FINANCE AUTHORITY

and

**ALABAMA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT**

Dated as of September 11, 2025

Loan Amount:	
Project Fund Amount	\$235,082.00
Capitalized Interest	0.00
Capitalized Administrative Fee	0.00
Total Loan Amount	\$235,082.00
Repayment Amount:	
Total Loan Amount	\$235,082.00
Principal Forgiveness	\$235,082.00
Total Loan Repayment Amount	\$ 0.00
Project Name:	Lead Service Line Inventory Project

SPECIAL AUTHORITY LOAN CONDITIONS AGREEMENT among **ALABAMA DRINKING WATER FINANCE AUTHORITY**, a public corporation under the laws of Alabama (the "Authority"), **ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT**, an agency of the State of Alabama created pursuant to Chapter 22A of Title 22 of the Code of Alabama 1975 ("ADEM"), and the **CITY OF NORTHPORT**, a public corporation under the laws of the State of Alabama (the "Loan Recipient").

RECITALS:

The parties hereto make the following recitals and representations as the basis for the undertakings herein contained:

(1) The State of Alabama has, pursuant to the provisions of Act No. 97-415 adopted at the 1987 Regular Session of the Legislature of Alabama (now codified as Title 22, Chapter 23B of the Code of Alabama 1975, as amended) (the "State Revolving Fund Act"), made provision for the creation of a Revolving Fund (the "State Revolving Fund") for the purpose of making loans to local governmental units in the State.

(2) The State Revolving Fund is to be administered jointly by the Authority and by ADEM. Contemporaneously with the execution and delivery of this Agreement, the Authority will make a loan to the Loan Recipient. The Loan Recipient has requested the loan in order to enable it to pay the costs of making certain improvements (the "Project") to the water works plant and distribution system (the "System") of the Loan Recipient.

(3) The Authority is, pursuant to guidelines adopted by the Environmental Protection Agency of the United States of America ("EPA") and regulations adopted by ADEM, pursuant to the provisions of the Safe Drinking Water Act, required to obtain from each Loan Recipient certain assurances with respect to the operation and construction of the Project.

(4) Pursuant to the requirements imposed on the Authority respecting the use of funds made available from the current capitalization grant agreement with the EPA, the Authority is obligated to provide a subsidy to certain eligible borrowers in the form of principal forgiveness, negative interest loans, or grants (or a combination thereof), and in accordance therewith the Authority has determined to forgive the repayment of the loan made hereunder as further set forth herein.

(5) Contemporaneously with the execution and delivery of this Agreement, the Authority will make a loan to the Loan Recipient.

(6) The parties hereto deem it necessary and desirable that this Agreement be entered into for the purpose of obtaining certain agreements from the Loan Recipient required to be obtained by the EPA and ADEM with respect to the design, operation and construction of the Project.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, it is hereby agreed among the parties hereto as follows:

ARTICLE I DEFINITIONS AND USE OF PHRASES

Section 1.1 Definitions. The following words and phrases and others evidently intended as the equivalent thereof shall, in the absence of clear implication herein otherwise, be given the following respective interpretations as used herein:

"ADEM" means Alabama Department of Environmental Management, an agency of the State of Alabama created pursuant to Chapter 22A of Title 22 of the Code of Alabama 1975, as amended.

"Allowable Costs" means costs that are eligible to be paid with proceeds of the Authority Loan, as such costs are defined in the ADEM regulations.

"American Iron and Steel Requirement" shall have the meaning given to such term in Section 4.13(a) of this Agreement.

"Application" shall have the meaning given to such term in Section 3.1 hereof.

"Authority" means the Alabama Drinking Water Finance Authority, a public corporation under the laws of the State of Alabama.

"Authority Indenture" means the Master Authority Trust Indenture from the Authority to the Authority Trustee dated as of January 1, 2004.

"Authority Loan" means the loan made by the Authority to the Loan Recipient hereunder.

"Authority Trustee" means The Bank of New York Mellon Trust Company, N.A., in its capacity as trustee under the Authority Indenture, and any successor thereto.

"Bipartisan Infrastructure Investment and Jobs Act" means the Infrastructure Investment and Jobs Act of 2021, P.L. No 177-58.

"Build America, Buy America Act" means the domestic content procurement preference requirements enacted under Division G, Title IX of the Infrastructure Investment and Jobs Act to include construction material and manufactured goods.

"Construction Amount" means the amount identified for deposit in the "Project Fund" in Appendix A and totaling **\$235,082.00**, which amount represents the portion of the Authority Loan available to be used to pay Allowable Costs of the Project.

"Davis-Bacon Act" means the Davis-Bacon Act of 1931, P.L. No. 403.

"Disbursement" means any payment out of Project Funds to or on behalf of the Loan Recipient.

"Estimated Final Completion Date" means the date estimated for the completion of the Project as shown in Appendix A.

"Independent Auditor" means a certified public accountant or firm thereof, not employed full time by the Loan Recipient, and regularly engaged in the auditing of financial records.

"Loan Amount" means the sum of **\$235,082.00**.

"Loan Documents" means the proceedings taken by the Loan Recipient agreeing to the terms of the Authority Loan.

"Loan Recipient Representative" means the official representative of the Loan Recipient designated by the Loan Recipient to ADEM.

"Principal Forgiveness Portion" shall mean the sum of **\$235,082.00** of the Loan Amount, the repayment of which has been forgiven by the Authority as herein provided.

"Project" means the acquisition, construction and equipping of upgrades to the System described in Appendix A hereto.

"Project Fund" means the fund established by the Authority with the Authority Trustee into which monies received hereunder will be deposited and from which the Authority Trustee will make Disbursements to or on behalf of the Loan Recipient.

"Project Funds" means the amount deposited into the Project Fund created in the Authority Indenture for Disbursement.

"Specified Federal Funds" means the funds to be delivered by the federal government to ADEM to pay the costs of the Project.

"State Revolving Fund" means the State of Alabama Drinking Water Revolving Loan Fund created in the State Revolving Fund Act.

"State Revolving Fund Act" means Title 22, Chapter 23B of the Code of Alabama 1975, as amended.

"System" means the drinking water plant and distribution system of the Loan Recipient, including all additional improvements thereto and replacements thereof hereafter made.

Section 1.2 Use of Words and Phrases. The following words and phrases, where used in this Agreement, shall be given the following and respective interpretations:

"Herein", "hereby", "hereunder", "hereof", and other equivalent words refer to this Agreement as an entirety and not solely to the particular portion hereof in which any such word is used.

The definitions set forth in Section 1.1 hereof 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.

ARTICLE II LOAN AND USE OF PROCEEDS

Section 2.1 Making of Loan; Forgiveness; Use of Project Fund Moneys. (a) Subject to the provisions of Section 2.1(e) hereof, the execution and delivery of this Agreement by the Authority shall constitute the making of the loan to the Loan Recipient, and the execution and delivery of this Agreement and the Loan Documents by the Loan Recipient shall constitute the incurring of indebtedness, subject to the terms and conditions hereof and the terms and conditions of the Loan Documents and Authority Indenture. The Authority represents that it has deposited the Loan Amount (other than the Loan Recipient Share of Finance Expenses) into the Project Fund, which such amount was made available to the Loan Recipient by the Authority for the purpose of constructing the Project. The Loan Recipient Share of Finance Expenses shall be retained by the Authority and used to pay the Authority's legal costs in the making of the Loan to the Loan Recipient. Investment earnings received as a result of the investment of all funds held under the Authority Indenture (including, without limitation, all amounts held in the Project Fund) shall be retained by the Authority and shall not be available to the Loan Recipient, nor shall any such interest earnings form a part of the funds in the account or subaccount from which such investment earnings were earned. The Loan Recipient understands that it shall be responsible for payment of any expenses incurred by it in obtaining the Authority Loan, including, without limitation, any expenses incurred by the Loan Recipient in obtaining legal representation in connection with the transactions herein contemplated.

(b) The Authority hereby forgives repayment of the Principal Forgiveness Portion. For the avoidance of doubt, the Loan Recipient shall not be required to pay the Authority

(or any other entity) principal of or interest on the Authority Loan as the Authority hereby agrees to terminate any such obligation by the Loan Recipient.

(c) The Loan Recipient shall use the Project Funds only to pay Allowable Costs of the Project. The Loan Recipient understands that the Project is generally described in Appendix A and more specifically in the Project files of ADEM. Except to the extent otherwise approved in writing by ADEM, only the Allowable Costs of the Project in Appendix A shall be funded with proceeds on deposit in the Project Fund created in the Authority Indenture. Disbursement of moneys on deposit in the Project Fund shall be made only for payment of costs of construction called for in plans and specifications examined and concurred with by ADEM and for certain expenses incurred by the Authority in connection with the Project, all as set forth in Appendix A.

(d) The Loan Recipient understands that the amount of the Authority Loan made by the Authority and accepted by the Loan Recipient is based upon the estimated cost of the Project. In the event the actual cost of the Project exceeds the amount of the Authority Loan, the Authority shall be under no obligation to provide any additional funds to the Loan Recipient, it being the sole responsibility of the Loan Recipient to provide funds sufficient to complete construction of the Project.

(e) The Loan Recipient understands that the Authority or ADEM may not have received payment of the Specified Federal Funds as of the date of this Agreement, and that to enable the funding of the Authority Loan on the date hereof the Authority has deposited cash in the amount of the Authority Loan into the Project Fund on the understanding that the Authority will reimburse itself for such cash deposit from the Specified Federal Funds once received. Anything in this Agreement to the contrary notwithstanding, whether express or implied, in the event following the execution of this Agreement any actions are taken by the federal government that results in a reduction, elimination or suspension of the delivery of the Specified Federal Funds to ADEM or the Authority, ADEM shall have the exclusive right (to be exercised at the sole discretion of ADEM) to reduce, eliminate or suspend, as the case may be, the withdrawal and/or use of any amounts then on deposit in the Project Fund and, further, to reduce the Authority Loan by the amount so reduced, eliminated or suspended by ADEM.

Section 2.2 Disbursements. (a) The Authority Trustee shall make Disbursements to or on behalf of the Loan Recipient only against incurred Allowable Costs to the extent of the Project Funds as provided in this Agreement and in the Authority Indenture.

(b) For purposes of making requests for Disbursements and representing the Loan Recipient in all administrative matters pertaining to administration of this Agreement, the Loan Recipient shall designate at least one officer or employee as a Loan Recipient Representative. Any successor or additional Loan Recipient Representative shall be designated in writing by the Loan Recipient before it may request Disbursements and shall be subject to approval by the Authority.

(c) Requests for Disbursements may be made only after the costs for which the draw is requested have been incurred. The Loan Recipient shall not request Disbursements against retainage until retainage is paid. Unless the Authority otherwise approves, when the Project budget

indicates that the Authority Loan shall bear only a portion of certain itemized costs, any draw shall not exceed the same proportion of such costs requested for Disbursement.

(d) Requests for Disbursements shall be made on forms of or approved by the Authority and ADEM unless the Authority otherwise directs, and shall be accompanied by such invoices and other proofs as the Authority and ADEM may reasonably require.

(e) Disbursement requests shall be limited to one per month.

Section 2.3 Conditions Precedent to Disbursement of Loan Proceeds. In addition to any other conditions herein provided, the Authority's obligation hereunder to disburse the Project Funds to or on behalf of the Loan Recipient shall be subject to satisfaction of the following conditions:

(a) The Loan Recipient's representations and warranties contained herein, in the Application and in the Loan Documents shall remain true and correct;

(b) No Event of Default shall have occurred under this Agreement or the Loan Documents;

(c) The requirements of Article III hereof have been complied with;

(d) ADEM shall have examined and concurred with the Loan Recipient's plans and specifications for the submitted construction as being within the approved scope of the Project; and

(e) For the initial Disbursement request, the Loan Recipient shall have submitted, to the satisfaction of ADEM, proof of compliance with all applicable construction bid procedures and requirements imposed by EPA or ADEM.

ARTICLE III REPRESENTATIONS AND WARRANTIES

Section 3.1 Status of Loan Recipient. The Loan Recipient is a public corporation existing under the laws of the State of Alabama, authorized to acquire and construct the Project and to operate the Project and to provide drinking water services. The Loan Recipient warrants and represents that the representations contained in the application submitted to ADEM (the "Application") were, on the date of filing said Application and are, on the date hereof, true and correct. The Loan Recipient is not in default in any of the Statement of Assurances contained in the Application.

Section 3.2 Pending Litigation. There are no actions, suits or proceedings, at law or in equity, in court or before any governmental or administrative agency, either pending or to the knowledge of the Loan Recipient threatened, which may impair the validity or enforceability of the Loan Documents or this Agreement or to construct and operate the Project.

Section 3.3 No Conflicting Transactions. Consummation of the transactions hereby contemplated and performance of this Agreement will not result in any breach of, or constitute a default under, any mortgage, deed of trust, indenture, security agreement, lease, bank loan or credit agreement, charter, resolutions, articles of incorporation, ordinances, contracts or other instruments to which the Loan Recipient is a party by which it may be bound or affected.

Section 3.4 Ownership of Premises. The Loan Recipient owns in fee simple or by sufficient easement the real property on which the main operating facilities of the Project have been or will be controlled or located. The Loan Recipient further owns in fee simple or by sufficient easement, or prior to construction of the Project will acquire by negotiated purchase or by exercise of its power of eminent domain, the real property upon, across or under which the Loan Recipient has or will have its System and related facilities, including those to be a part of the Project and otherwise.

Section 3.5 Other Project Arrangements. The Loan Recipient has secured, or can and shall secure, the utility, access, governmental approvals and other arrangements reasonably to be considered necessary for the undertaking of the Project.

Section 3.6 No Construction Default. Neither the Loan Recipient nor its contractor, architect or engineer for the Project or any related project is in default under any agreement respecting the Project.

Section 3.7 No Default. There is no default on the part of the Loan Recipient under this Agreement or the Loan Documents, and no event has occurred and is continuing, which, with notice or the passage of time or either, would constitute a default under any part of this Agreement or the Loan Documents.

Section 3.8 Effect of Draw Request. Each request for and acceptance of Disbursement shall be an affirmation by the Loan Recipient that the representations and warranties of this Agreement remain true and correct as of the date of the request and acceptance and that no breach of other provisions hereof has occurred. Unless the Authority is notified to the contrary, such affirmations shall continue thereafter.

ARTICLE IV COVENANTS

Section 4.1 Commencement and Completion of Construction; Davis-Bacon Act; American Iron and Steel; Bipartisan Infrastructure Investment and Jobs Act; Buy America Build America Act.

(a) The Loan Recipient shall use its best efforts to commence and complete the Project or Projects and each activity or event forming a part thereof by the date or dates stated in Appendix A.

(b) The Loan Recipient understands and acknowledges that federal regulations require the payment of not less than the prevailing wages under the Davis-Bacon Act to all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part and through funds through the State Revolving Fund, including the Project. The Loan Recipient hereby covenants and agrees to comply with, and to cause all contractors and subcontractors to comply with (through the inclusion of appropriate terms and conditions in all contracts, subcontracts and lower tiered transactions), all applicable wage requirements of the Davis-Bacon Act in connection with the development and construction of the Project. General information respecting Davis-Bacon Act requirements and applicability may be obtained at <http://www.dol.gov/compliance/laws/comp-dbra.htm>, and are attached as Appendix C hereto is a copy of the "Requirements Under Section 1450 of the Safe Drinking Water Act (SDWA) For Sub recipients That Are Governmental Entities", although the Loan Recipient hereby acknowledges and agrees that the Loan Recipient shall be fully responsible for ensuring its compliance, and compliance by all contractors, with applicable provisions of the Davis-Bacon Act in connection with development and construction of the Project. Without limiting the generality of the foregoing, the Loan Recipient shall cause the contract clauses set forth in Appendix C hereto applicable to governmental entities to be included in all contracts and subcontracts in excess of \$2,000 respecting construction of all or a portion of the Project (whether paid in whole or in part from the Authority Loan).

(c) The Loan Recipient shall comply with American Iron and Steel (AIS) requirements that all of the iron and steel products used in the Project are to be produced in the United States (the "American Iron and Steel Requirement") unless (i) the Loan Recipient has requested and obtained a waiver from the U.S. Environmental Protection Agency pertaining to the Project or (ii) the Authority has otherwise advised the Loan Recipient in writing that the American Iron and Steel Requirement is not applicable to the Project. The Loan Recipient agrees to cause all contractors and subcontractors to comply with (through the inclusion of appropriate terms and conditions in all contracts, subcontracts and lower tiered transactions, such terms and conditions to be in substantially the form set forth in Appendix D hereto) the American Iron and Steel Requirement in connection with the development and construction of the Project.

(d) The Loan Recipient shall comply with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act ("IIJA"), Public Law No. 117-58) which the Loan Recipient understands includes, but is not limited to, the following requirements: that all of the iron and steel, manufactured products, and

construction materials used in the Project are to be produced in the United States ("Build America, Buy America Requirements"), unless (i) the Loan Recipient has requested and obtained a waiver from ADEM pertaining to the Project or the Project is otherwise covered by a general applicability waiver, or (ii) ADEM has advised the Loan Recipient in writing that the Build America, Buy America Requirements are not applicable to the Project.

(e) The Loan Recipient shall comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or a state), such as performance indicators of program deliverables, information on costs and project progress. The Loan Recipient understands and agrees that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities, and (ii) failure to comply with the applicable legal requirements and this Agreement may result in a default hereunder and enforcement of all lawful rights and remedies of the Authority.

(f) The Loan Recipient shall comply with all SRF Signage requirements as stated in sections XVII and XVIII, as applicable, in the ADEM Supplemental General Conditions. ADEM will provide a copy of the Supplemental General Conditions to the Loan Recipient, and the Supplemental General Conditions must be included in bid documents for the Project.

Section 4.2 Disbursements. The Loan Recipient shall cause the Project Funds to be disbursed for the purpose of paying the Allowable Costs of the Project and for no other purpose.

Section 4.3 Release of Responsibility. The Loan Recipient shall undertake the Project on its own responsibility and shall release and, to the maximum extent permitted under Alabama law, hold harmless the Authority, ADEM, the State and their officers, members and employees from any claim arising in connection with the design, construction or operation of the Project or any other aspect of the System including any matter due solely to their own negligence.

Section 4.4 Other Agreements. The Loan Recipient shall comply with all terms and conditions of any construction contracts, architectural or engineering agreements, trust indentures, security deeds, promissory notes, loan agreements, or the like affecting the Project, the System and its operation. The Loan Recipient shall require its construction contractor to furnish both a performance bond and payment bond in the full amount of the construction contract to the extent permitted by State law. The requirement of such bonds shall be for the convenience of the Authority only and shall not be an undertaking by the Authority to the Loan Recipient or any third party.

Section 4.5 Accounting and Auditing.

(a) Accounting. The Loan Recipient shall account for the Project and the System according to Generally Accepted Governmental Accounting Principles as defined by Statement 1, Government Accounting and Financial Reporting Principles, National Council on Governmental Accounting, 1979, as adopted by Governmental Accounting Standards Board, and revisions, updates or successors thereto.

(b) Auditing. If it expends \$1,000,000 or more in Federal Financial Assistance in a fiscal year, the Loan Recipient shall comply with the provisions of the federal Single Audit Act and Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (commonly called "Uniform Guidance"). The Loan Recipient shall submit their Single Audit reporting package to the Federal Audit Clearinghouse within 30 days of the audit report date or 9 months from the entity's fiscal year end. Audit Requirements must be conducted according to Generally Accepted Accounting Principles as defined by the Governmental Accounting Standards Board and revisions, updates or successors.

Section 4.6 Compliance with Governmental Authority. The Loan Recipient shall comply with all environmental laws, rules and other provisions of legal force and effect and all such other provisions which govern the construction or operation of the Project.

Section 4.7 Procurement Requirements. The Loan Recipient shall comply with all procurement requirements of Alabama law.

Section 4.8 Inspection. Each of the Authority and ADEM shall have for its own convenience and benefit, and without obligation to the Loan Recipient or any third party, the right to audit the books and records of the Loan Recipient as they may pertain to or affect the Project and this Agreement and to enter upon the premises to inspect the Project. The Loan Recipient shall cause its architects, engineers and contractors to cooperate during such inspections, including making available working copies of plans and specifications and other materials.

Section 4.9 Consent to Changes. Without consent of the Authority and ADEM, the Loan Recipient shall make no modifications or changes to the Project, or allow to continue any defect, which would damage or reduce the value of the Project. The Loan Recipient shall not divide the Project into component projects in order to defeat the provisions of this Agreement. The Loan Recipient covenants that it shall remain the owner of the Project and agrees that it will not convey, transfer, or otherwise encumber the Project, during the term of this Agreement without the express prior written approval of the Authority and ADEM.

Section 4.10 Furnishing of Audited Financial Statements. The Loan Recipient will, not later than two hundred seventy (270) days following the close of each of its fiscal years, furnish to the Authority a copy of its most recent financial information prepared by the Loan Recipient and the most recent audit available prepared by the Independent Auditor of the Loan Recipient.

Section 4.11 Reserved.

Section 4.12 Suspension and Debarment. Recipient shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." Recipient is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that

failing to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment. Recipient may access the Excluded Parties List System at www.epls.gov. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters." For purposes of this Section 4.12, the term "Recipient" means the Loan Recipient.

Section 4.13 Compliance with Federal Acts and Federal Laws.

(a) The Loan Recipient agrees to comply with all federal requirements applicable to the Authority Loan (including those imposed by the Water Resources Reform and Development Act of 2014 (WRRDA) and related SRF Policy Guidelines).

(b) Recipient agrees to comply with all Civil Rights Laws, including The Age Discrimination Act of 1975, Section 504 of the Rehabilitation Act of 1973, and Title VI of the Civil Rights Act, which prohibit discrimination in the provision of services or benefits, on the basis of race, color, national origin, handicap or age.

(c) The Loan Recipient shall make good faith efforts by following the six affirmative steps outlined in Appendix B to ensure that Disadvantaged Business Enterprise (DBE) is used whenever possible as a source of supplies and construction.

(d) The Loan Recipient also agrees to comply with all recordkeeping and reporting requirements under the Safe Drinking Water Act (codified generally as 42 U.S.C. 300f-300j) (the "Safe Drinking Water Act"), including any reports required by a federal agency or the Authority such as performance indicators of program deliverables, information on costs and Project progress. The Loan Recipient understands that each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities, and failure to comply with the Safe Drinking Water Act and this Agreement shall be an Event of Default hereunder.

(e) The Loan Recipient further agrees to comply with the provisions of the regulations at 2 CFR 200.216, Prohibition on certain telecommunication and video surveillance services or equipment, implementing section 889 of Public Law 115-232, which prohibits the use of Federal funds to procure (enter into, extend, or renew contracts) or obtain equipment, systems, or services that use "covered telecommunications equipment or services" identified in the regulation as a substantial or essential component of any system, or as critical technology as part of any system. The Loan Recipient shall ensure that each contract and subcontract related to the Project contains an agreement by the counterparty to comply with the provisions of said regulations to the extent applicable.

(f) Uniform Relocation Assistance and Real Property Acquisition Policies Act (Uniform Act) The Loan Recipient shall comply with the Uniform Act in the acquisition of all land/easement/right-of-way required for the project. The cost of complying with the Uniform Act is an eligible cost that can be included in the SRF loan. A key aspect of the law is to require use of a professional appraisal to determine the fair market value as a basis for establishing the offer price. In the DWSRF program there is a specific requirement in the SDWA that any land acquired must be from a willing seller (SDWA §1452(a)(2)). The term "willing seller" means that the

property owner voluntarily agrees to the terms and conditions of the purchase without compulsion to sell.

(g) The Loan Recipient shall comply with all other laws, record keeping and reporting requirements under all applicable legal authorities, including without limitation those described in Section 4.1 hereof.

Section 4.14 Compliance with Executive Order No. 11738 Administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants, or loans. Recipient shall fully comply with Executive Order No. 11738 which prohibits the procurement of goods, services, or materials from entities that have been convicted for an offense under Section 306 of the Clean Air Act or Section 508 of the Clean Water Act (the criminal provisions of those Acts). Recipient is responsible for further requiring the inclusion of a similar term or condition in agreements with its prime contractor and any subcontractors. Recipient may access the Excluded Entities List at SAM.gov.

ARTICLE V EVENTS OF DEFAULT

Section 5.1 Events of Default. The following occurrences shall constitute Events of Default hereunder:

- (a) the Loan Recipient fails to comply with any of the covenants, terms and conditions made in this Agreement or in the Application;
- (b) the Loan Recipient defaults under any other Loan Document or Special Conditions Agreement entered into in connection with loans previously made to the Loan Recipient by the Authority;
- (c) any representation or statement made by the Loan Recipient in this Agreement or in connection with the Application or the Authority Loan shall be or become untrue, incorrect or misleading in any respect; or
- (d) commencement of any legal or equitable action against the Loan Recipient which, if adversely determined, could reasonably be expected to impair substantially the ability of the Loan Recipient to perform each and every obligation under this Agreement.

ARTICLE VI REMEDIES

Section 6.1 Additional Remedies and Enforcement of Remedies. Upon the occurrence and continuance of any Event of Default, the Authority may, in addition to all remedies provided in the Loan Documents, proceed forthwith to protect and enforce its rights by such suits,

actions or proceedings as the Authority shall deem expedient, including but not limited to:

- (a) requiring the Loan Recipient to carry out its duties and obligations under the terms of this Agreement,
- (b) prosecution of a civil action to enjoin any acts or things which may be unlawful or in violation of the rights of the Authority, and
- (c) enforcement of any other lawful rights of the Authority and other remedial actions.

Section 6.2 Remedies Not Exclusive. No remedy by the terms of this Agreement conferred upon or reserved to the Authority is intended to be exclusive of any other remedy (including the Loan Documents), but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or existing at law or in equity or by statute (including the State Revolving Fund Loan Act) on or after the date hereof.

Section 6.3 Termination of Proceedings. In case any proceeding taken by the Authority on account of any Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Authority, the Authority and the Loan Recipient shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Authority shall continue as if no such proceeding had been taken.

ARTICLE VII SPECIAL REVOLVING FUND PROVISIONS

Section 7.1 Cumulative Provisions. The provisions of this Article are cumulative of the other provisions of this Agreement, and they are not to be construed to ameliorate or weaken the other provisions of this Agreement in any way.

Section 7.2 Separate Accounts; Information; Audit. The Loan Recipient shall establish and maintain separate accounts on the Project financed hereunder and shall comply with the reasonable requests of the Authority, ADEM or the EPA, made upon reasonable notice, for information pertaining to the Loan Recipient's compliance with this Agreement, the provisions of the Safe Drinking Water Act, and regulations and guidance promulgated thereunder.

Section 7.3 Compliance. The Loan Recipient agrees:

- (a) to comply with all applicable State and federal statutes and the rules, regulations and procedural guidelines established by the State and EPA for the administration of the fund, including, without limitation, those set forth in Appendix B, and
- (b) that no date reflected in this Agreement shall modify any compliance date established in an NPDES permit. It is the Loan Recipient's obligation to request any required modification of applicable permit terms or other

enforceable requirements.

Section 7.4 Construction Inspection. The Loan Recipient agrees to provide and maintain competent and adequate engineering supervision and one hundred percent (100%) inspection of the Project to insure that the construction conforms with the approved plans and specifications.

Section 7.5 Standard Conditions. The Loan Recipient acknowledges and agrees to comply with the following Federal or State requirements:

(a) The Loan Recipient shall provide access to the Project whenever it is in preparation or progress. The Loan Recipient shall allow the EPA, the Comptroller General of the United States, ADEM and the Authority, or any authorized representative, to have access to any books, documents, plans, reports, papers, and other records of the contractor which are pertinent to the Project for the purpose of making audit, examination, excerpts, copies, and transcriptions.

(b) The Loan Recipient shall notify ADEM when construction of the Project is complete.

(c) The Loan Recipient shall comply with all of the provisions of the applicable regulations of ADEM, copies of which have been provided to the Loan Recipient.

ARTICLE VIII GENERAL CONDITIONS

Section 8.1 No Waiver. No Disbursement shall waive any provision of this Agreement or the Authority Loan or preclude the Authority from declaring a default if the Loan Recipient is unable to satisfy or perform the provisions hereof.

Section 8.2 Satisfactory Proceedings. All proceedings taken in connection with transactions provided for in this Agreement shall be satisfactory to the Authority and ADEM.

Section 8.3 No Beneficiaries. All conditions to the obligation of the Authority to make Disbursements are imposed solely and exclusively for the benefit of the Authority, its successors and assigns, and no other person shall have standing to require satisfaction of such conditions or to assume that the Authority will refuse to make disbursements in the absence of strict compliance. No person shall be deemed the beneficiary of any such conditions or any other provisions of this Agreement.

Section 8.4 Review and Inspection of Work. Any audit or review of plans and specifications and any inspection of the work shall be for the Authority's convenience only in order to determine that they are within the approved scope of the Project. No such review and inspection, approvals and disapprovals shall be an undertaking by the Authority of responsibility for design or construction.

Section 8.5 Notices. All notices hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when presented personally or sent by registered or certified mail to the other parties hereto, with instruction to show to whom delivered and return receipt requested addressed as follows:

If to Alabama Department of Environmental Management:

General Services Branch
Alabama Department of Environmental Management
Post Office Box 301463
Montgomery, Alabama 36130-1463
Attention: Chief, General Services Branch

If to the Authority:

Alabama Drinking Water Finance Authority
c/o Alabama Department of Environmental Management
Post Office Box 301463
Montgomery, Alabama 36130-1463
Attention: Vice-President

If to the Loan Recipient:

City of Northport
3500 McFarland Blvd
Northport, AL 35467
Attention: Glenda Webb, City Administrator

Each party may notify the others by the same process of any change of such address. Loan requests and disbursements and other routine loan administration matters may be conducted by regular mail.

Section 8.6 No Joint Venture, Etc. Neither the Authority, ADEM or any other state agency or official is a partner, joint venturer, or in any other way a party to the Project or the operation of the System of the Loan Recipient. Neither the Authority, ADEM or any other state agency or official shall be in any way liable or responsible by reason of the provisions hereof, to the Loan Recipient or any third party, for the payment of any claims in connection therewith.

Section 8.7 Assignment. This Agreement may not be assigned by the Loan Recipient without the written consent of the Authority. The Authority may assign the Loan Documents and this Agreement, and any such holder and assignee of same shall succeed to and be possessed of the same rights as the Authority under both to the extent so transferred or assigned.

Section 8.8 Entire Agreement. This Agreement and the Loan Documents

contain the entire terms of this Agreement and transaction and may not be changed, waived or discharged in whole or in part, except by written instrument executed by the party sought to be charged therewith.

Section 8.9 Continuity. This Agreement shall be binding upon the successors and assigns of each party and shall inure to their benefit.

Section 8.10 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

Section 8.11 Appendices. The appendices attached to this Agreement, shall be a part hereof as if set forth in full herein.

Section 8.12 Time of Essence. Time is of the essence of this Agreement.

Section 8.13 Severability. If any provision of this Agreement, or any portion thereof, should be ruled void, invalid, unenforceable or contrary to public policy by any court of competent jurisdiction, any remaining provisions of this Agreement shall survive and be applied, and together with the void or unenforceable portion shall be construed or reformed to preserve as much of the original words, terms, purpose and intent as shall be permitted by law.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in several counterparts, each of which shall be deemed an original but all of which shall be construed as one instrument and have caused this Agreement to be dated as of September 23, 2025.

CITY OF NORTHPORT

By _____
City Administrator

[SEAL]

ATTEST:

By _____
Secretary

**ALABAMA DRINKING WATER
FINANCE AUTHORITY**

By _____
Its _____

[SEAL]

ATTEST:

By _____
Its _____

**ALABAMA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT**

By _____
Its _____

[SEAL]

ATTEST:

By _____
Its _____

APPENDIX A

Loan Recipient:	City of Northport 3500 McFarland Blvd Northport, AL 35476
Name and Telephone No. of Contact:	Glenda Webb, City Administrator 205-339-7000
SRF Project #.	FS010002-05
SRF Trustee #.	800-039-40

Project Name:	Lead Service Line Inventory Project
Estimated Date of Completion:	October 1, 2025

I. Loan Amount

a. Project Fund Amount:	\$235,082.00
b. Capitalized Interest:	\$0.00

Total Loan Amount:	\$235,082.00
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II. Repayment Amount

a. Total Loan Amount:	\$235,082.00
b. Principal Forgiveness:	(\$235,082.00)

Total Loan Repayment Amount:	\$0.00
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APPENDIX B

MBE/WBE Requirements

- I. The project objectives for utilization of Minority Business Enterprises/Women's Business Enterprises are as follows:
- | | | |
|------------------|-----------|-----------|
| Construction | 2.76% MBE | 3.82% WBE |
| Non-Construction | 3.00% MBE | 12.0% WBE |
- II. The Loan Recipient shall take the following six affirmative steps to assure that Minority Business/Women's Business Enterprises are used, when possible, as sources of supplies, construction, and:
1. Including qualified MBE/WBE's on solicitation lists,
 2. Assuring that MBE/WBE's are solicited whenever they are potential sources,
 3. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of MBE/WBE's,
 4. Using the services and assistance of:
 - a. the Office of Small and Minority Business Assistance in the Alabama
 - b. the Minority Business Development Centers, and
 - c. the Department of Transportation (State level) for WBE's.
 5. Establishing delivery schedules, where the requirements of the work permit, which will encourage participation of MBE/WBE's, and
 6. Requiring each contractor to take the affirmative steps of items 1 through 5 in procuring subcontractors.
- Documentation of efforts made to utilize MBE/WBE firms should be maintained by all applicants, consulting firms, and construction contractors.
- III. The Loan Recipient agrees to require all successful construction contract bidder(s) to submit to ADEM, with a copy to the Loan Recipient, within 10 days after bid opening, evidence of the preceding positive steps taken to utilize small, minority and women's business in the procurement of subcontracts.
- IV. The Loan Recipient shall not award contracts to any firm that has been debarred for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964, as amended or Executive Order 11246 as amended (Equal Employment Opportunity), or Executive Order 11625 and 12138 (Minority and Women's Business Enterprises).
- V. The Loan Recipient shall require all prime construction contractors to certify that subcontracts have not and will not be awarded to any firm that has been debarred for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964, as amended or Executive Order 11246 as amended (Equal Employment Opportunity), or Executive Order 11625 and 12138 Minority and Women's Business Enterprises).
- VI. The Loan Recipient agrees to comply with all the requirements the 41 CFR Part 60-4, which implements Executive Order 11246, as amended (Equal Employment Opportunity).
- VII. The Loan Recipient agrees to require all construction contractors and their subcontractors to comply with the Affirmative Action Equal Opportunity Clause, Goals and Timetables and the other requirements, if the amount of the contract-subcontract is in excess of \$10,000.
- VIII. The Loan Recipient shall require all contractors on the Project to comply with the Department of Labor's Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL91-956) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54).
- IX. The Loan Recipient shall comply with all applicable provisions of the Uniform Relocation and Real Property Acquisition Act of 1970 (PL 91-646) in regard to acquisition of real property (including easements) for the Project covered by the Authority Loan and any resulting relocation of persons, business and farm operations.
- X. Submission to Federal Requirements: The Loan Recipient acknowledges and agrees that execution of this loan agreement will subject the Loan Recipient to provisions of federal law set out in part in Title VI of the Federal Water Pollution Control Act ("Title VI") and Federal regulations governing State Revolving Funds contained in 40 CFR Part 35, Subpart K. Loan Recipient agrees to comply with such federally imposed requirements, regardless whether expressly set out herein, and further agrees that they may be enforced against Loan Recipient by the Authority, ADEM or the EPA Administrator.

APPENDIX C

I. Requirements Under Section 1450 of the Safe Drinking Water Act (SDWA) For Sub recipients That Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under the SDWA - with respect to State recipients and sub recipients that are governmental entities. If a sub recipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. If a State recipient needs guidance, the recipient or sub recipient may obtain additional guidance from the U.S. Department of Labor's (DOL) website at <http://www.dol.gov/whd/>

1. Applicability of the DB prevailing wage requirements.

DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State Revolving Fund. If a sub recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub recipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Sub recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

- (i) While the solicitation remains open, the sub recipient shall monitor <https://sam.gov/> weekly to ensure that the wage determination contained in the solicitation remains current. The sub recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub recipient.
- (ii) If the sub recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the sub recipient, obtains an extension of the 90-day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub recipient shall monitor <https://sam.gov/> on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the sub recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the sub recipient shall insert the appropriate DOL wage determination from <https://sam.gov/> into the ordering instrument.

(c) Sub recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the sub recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The sub recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the sub recipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF - financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the SDWA, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the DB Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and

mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the DB poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub recipients may obtain wage determinations from DOL's website, <https://sam.gov/>.

(ii)(A) The sub recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient (s) to the State award official. The State award official will transmit a completed conformance request form (SF-1444 or similar) and supporting materials to WHD-CBACONFORMANCE_INCOMING@dol.gov and to the EPA DB Regional Coordinator concurrently. The DOL Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient (s) to the State award official. The State award official will transmit a completed conformance request form (SF-1444 or similar) which indicates the State award official's disagreement and supporting materials to WHD-CBACONFORMANCE_INCOMING@dol.gov, and to the EPA DB Regional Coordinator concurrently. The DOL Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the

contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the DB Act have been met. The Secretary of Labor may require the contractor to set aside assets in a separate account for the meeting of obligations under the plan or program.

(2) Withholding. The sub recipient(s), shall upon written request of the EPA Award Official or an authorized representative of the DOL, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to DB prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the EPA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the DB Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the DB Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees

under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the sub recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the DOL for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of

Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the EPA or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will

no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with DB and Related Act requirements. All rulings and interpretations of the DB and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the DOL set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any

of its subcontractors) and sub recipient(s), State, EPA, DOL, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor 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 section 3(a) of the DB Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the DB Act or 29 CFR 5.12(a)(1).

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

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub recipient, upon written request of the EPA Award Official or an authorized representative of the DOL, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be

determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the EPA and the DOL, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(3), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Sub recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the sub recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub

recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The sub recipient shall periodically review contractor's and subcontractor's use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S DOL or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <https://www.dol.gov/agencies/whd/contact/local-offices>.

APPENDIX D

The Contractor acknowledges to and for the benefit of the City of Northport ("Loan Recipient"), and the Alabama Drinking Water Finance Authority (the "State Authority") that it understands the goods and services under this Agreement are being funded with monies made available by the Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel"; that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Loan Recipient and the State Authority that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Loan Recipient or the State Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Loan Recipient or State Authority to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Loan Recipient or State Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State Authority or any damages owed to the State Authority by the Loan Recipient). While the Contractor has no direct contractual privity with the State Authority, as a lender to the Loan Recipient for the funding of its project, the Loan Recipient and the Contractor agree that the State Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State Authority.

[Opinion of Counsel to Loan Recipient]

[Appendix E should be signed and printed on the letterhead of the attorney advising the water authority]

_____, 2025

[The above date should predate the date the city/county water authority signs the contract.]

Alabama Drinking Water Finance Authority
Montgomery, Alabama

Office of General Counsel
Alabama Department of Environmental
Management

Re: Loan from Alabama Drinking Water Finance Authority

Ladies and Gentlemen:

We have acted as counsel for the City of Northport (“the Recipient”) in connection with a loan made to the Loan Recipient by the Alabama Drinking Water Finance Authority (the “Authority”) pursuant to that Loan Fund Agreement (the “Agreement”) among the Authority, Alabama Department of Environmental Management (“ADEM”) and the Recipient, dated as of _____, 2025, and the other documents and proceedings referred to in the Agreement. Capitalized terms not otherwise defined herein shall have the meaning assigned in the Agreement.

We have examined (a) executed counterparts of the Agreement, (b) certified copies of the certificate of incorporation, bylaws and pertinent proceedings of the Loan Recipient, (c) the Loan Documents, and (d) such other certificates, proceedings, proofs and documents as we have deemed necessary in connection with the opinions hereinafter set forth.

Based on the foregoing and upon such investigation as we have deemed necessary, we are of the opinion that:

1. The Loan Recipient is validly existing as a municipal corporation under the laws of the State of Alabama.
2. The Loan Recipient has the municipal power to enter into and perform the Agreement and to execute and deliver the Fund Loan Documents and other Loan Documents. The execution, delivery and performance of the Agreement and the Loan Documents have been duly authorized by all requisite action, and the Agreement and the Loan Documents have been duly executed and delivered by the Loan Recipient.
3. The Agreement and other Loan Documents constitute legal, valid and binding obligations of the Loan Recipient and are enforceable against the Loan Recipient in accordance with their respective terms, except as may be limited by (i) bankruptcy, insolvency or other similar laws affecting the enforcement of creditors’ rights, and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding at equity or at law).
4. No approval, authorization or other action by or filing with any governmental authority is required in connection with the execution and delivery of the Agreement or the Loan Documents by the Loan Recipient.

5. Neither the execution or delivery of this Agreement or the Loan Documents by the Loan Recipient nor the performance and observance by it of the agreements and covenants on its part therein contained conflicts or will conflict with, or constitutes or will constitute a violation of, or results or will result in a breach of , or constitute a violation of default under, any contract, agreement or other instrument to which the Loan Recipient is party or by which it is bound, or constitutes or will constitute a breach or violation of any governmental order applicable to the Loan Recipient or any judgment, decree or court order by which the Loan Recipient is bound.
6. The Loan Recipient has obtained all necessary licenses, franchises and other governmental permits and approvals necessary for the construction and operation of the Project.
7. The best of our knowledge, information and belief, after reasonable inquiry, there is no litigation pending or threatened involving any matter referred to in the Agreement or in the Loan Documents.

Very truly yours,

[Signature should be an original]



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

AGENDA ITEM NO. 9.b.7.

MEETING DATE: September 22, 2025

SUBJECT: Resolution Authorizing the City Administrator to Enter into a Reimbursable Agreement with Alabama Department of Transportation for Relocations of Utilities for Highway 82 & Highway 43

Unfinished Business:

Public Hearing:

New Business: X

First Reading: X

Consent Agenda:

Second Reading:

Prepared By: Morgan Stuart

Approved By: Tera Tubbs

Summary:

The Engineering department is requesting the City Council to authorize the City Administrator to enter into a Reimbursable Agreement with ALDOT for the relocation of utilities for the Highway 82 and Highway 43 intersection. The reimbursable agreement will include the relocation of 4,000 linear square feet of water main and associated valves, fittings, and appurtenances. The funds for this are 100% reimbursable.

Recommendation:

That the requested resolution be approved.

Funding Source/GL Code:

GL Code No.01-50-39-600-81702

Amount: \$2,328,644.00

Motion for Consideration:

I move that the City Council authorize the City Administrator to enter into a reimbursable agreement with Alabama Department of Transportation for relocation of utilities.

RESOLUTION NO. 25-

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A REIMBURSABLE AGREEMENT WITH ALABAMA DEPARTMENT OF TRANSPORTATION FOR US 43/MITT LARY ROAD IMPROVEMENTS

WHEREAS, the Engineering department is requesting the City Council to authorize the City Administrator to enter into a reimbursable agreement with Alabama Department of Transportation for the US – 43/ US -82 project; and,

WHEREAS, the scope of the reimbursable agreement with ALDOT will include the relocation of approximately 4,000 linear feet of 2”, 8” and 12”-inch water main, including 180 Linear feet of 16” steel encasement installed by Jack & Bore, and 14 linear feet of 24” encasement installed by Jack and Bore along with associated, valves, fittings, and appurtenances.

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 a reimbursable agreement with Alabama Department of Transportation for the relocation of utilities for the US-43/US-82 project.
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 reimbursable agreement with Alabama Department of Transportation for the US-43/US-82 project.

RESOLVED AND DONE THIS 22nd DAY OF SEPTEMBER 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

Christy Bobo, Its President

ATTEST:

Glenda D. Webb, City Administrator

Reading: September 22, 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 Utilities _____ Construction <u>TRC-NH-0006 (602)</u>
---	---

THIS AGREEMENT is entered into by and between the State of Alabama Department of Transportation acting by and through its Transportation Director, hereinafter referred to as the STATE, and the City of Northport _____, hereinafter referred to as the UTILITY.

WITNESSETH:

WHEREAS, the STATE proposes a project of certain highway improvements in Tuscaloosa County, Alabama, said project being designated as Project No. TRC-NH-0006 (602) and consisting approximately of the following: relocation of approximately 4,000 L.F. of water main 2", 8" and 12" in diameter, including 180 LF of 16" steel encasement installed by Jack & Bore, and 140 LF of 24" encasement installed by Jack and bore along with associated, valves, fittings, and appurtenances; and See attached detailed cost estimate for other work.

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 Transportation Director 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, under the laws of Alabama, the STATE is required to compensate the UTILITY for all or part of such relocation;

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 STATE, so as to occasion the least possible interference with the progress of the project. The UTILITY will begin required relocation work within 60 days of their Notice to Proceed and expects the relocation work to require 150 days. The UTILITY'S plans, specifications, estimate of relocation cost, and work completion schedule are transmitted herewith and made a part hereof by reference.

2. The estimated cost for Engineering required by the relocation of utility facilities will be included in the total estimated cost of relocation set forth hereafter in this Agreement, and will be divided into three (3) phases: (a) Phase I - Concept; (b) Phase II - Design; and (c) Phase III - Construction. Each Phase of the Engineering work must be estimated and performed independently of the other. The three Engineering Phases will apply to work performed by the UTILITY'S Engineering Personnel and/or Consultant Engineers. The UTILITY will not proceed with any additional Phase of the required engineering work until it has received written notification from the STATE approving the completion of the previous Phase and written instruction to proceed with the next Phase.

3. The STATE has the right to notify the UTILITY, in writing, to cease Engineering work at any time it deems necessary. If so notified, the UTILITY shall cause all work to cease within four (4) working days and will invoice the STATE for the reimbursable work completed to date.

4. 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.

5. 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.

6. Code of Federal Regulations 23 C.F.R. Part 645 is hereby made a part hereof by reference and will be conformed to by the UTILITY as the provisions thereof are applicable hereto.

7. 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.

8. 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; or
- d. ☐ by combination of the preceding (as shown in detail on the estimate).

9. The detailed relocation cost estimate will be prepared on the State's Form U-10 or the UTILITY'S own form giving the same type of information and attached to this agreement. With respect to facilities located on the UTILITY'S private right-of-way, the STATE 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 STATE 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. This agreement includes betterment ☐ Yes ☒ No

b. The total actual cost of relocation, including Engineering, 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 C.F.R. Part 645 above noted. Excluding betterment costs, the total estimated cost of relocation, including Engineering, is \$ 2,328,644.00. The total estimated cost including betterment is \$ 0.00.

c. If an adjustment for betterment is applicable, the STATE 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 STATE reserves the right to recalculate the percentages at any time.

10. The method to be used for the development of relocation costs for this project is:

- a. ☐ as established by Federal or State regulatory body;
- b. ☒ as previously approved by the STATE; or
- c. ☐ Lump Sum Amount (\$100,000 maximum).

11. 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 Part 645 above noted, or in accordance with Part 30 and 31, Federal Acquisition Regulations, or in accordance with accounting practices acceptable to the STATE.

12. 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

City of Northport

3500 McFarland Blvd

Northport, AL 35476

13. The UTILITY will, within six (6) months following completion of the relocation, furnish the STATE 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 STATE a copy of its "as built" plans for the STATE'S records.

14. 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 STATE may deem necessary, the STATE will reimburse the UTILITY for the actual cost of such relocation as verified by the STATE. In the event the actual verified cost, as accepted, exceeds the estimated cost, the STATE may require a Supplemental Agreement to be executed between the parties prior to reimbursement of any amount in excess of the estimated cost.

15. Paragraphs numbered 16 through 20 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.

16. 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 STATE by the UTILITY for review and approval.

17. 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 STATE by appropriate instrument the portion of its private right-of-way located within the right-of-way limits of the above referenced project.

18. 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 STATE 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 STATE 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 STATE 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 STATE.

19. 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 STATE 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 STATE 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 STATE 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 STATE.

20. 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 STATE, 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.

21. The UTILITY is responsible, and will not hold the State of Alabama, the Department of Transportation, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns responsible for damages to private property, public utilities or the general public, caused by the conduct, in accordance with Alabama and/or Federal law, of the UTILITY, its agents, servants, employees or facilities.

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

23. In the event a Utility - Consultant Engineering Agreement for this project is entered into between the UTILITY and a Consulting Engineer, the following provisions will apply:

a. The UTILITY has complied or will comply with and fulfill and will require the Consultant Engineer of the UTILITY to comply with and fulfill, all obligations, requirements, notifications, and provisions of the Utility - Consultant Engineering Agreement executed for this project work which are for the benefit or protection of the STATE.

b. The UTILITY has obtained or will obtain all approvals and authorizations required by the STATE which are provided for in the Utility - Consultant Engineering Agreement.

c. No reimbursement payments will be due and none will be made by the STATE until such Utility - Consultant Engineering Agreement is complied with faithfully by the UTILITY and Consulting Engineer.

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

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

26. Paragraph 27 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.

27. 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 instructions.

(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 31 U.S.C. Section 1352. 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.

28. In accordance with the Build America Buy America Act, all iron, steel, manufactured products, construction materials, and/or other materials used on this utility relocation shall comply with the Infrastructure and Investment Jobs Act (Public Law 117-58 - Nov. 15, 2021). Eligibility for reimbursement is subject to audit for compliance with Build America Buy America Act requirements.

29. 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.

30. It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by the Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void. When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

31. Termination due to insufficient funds:

a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for continued payment of the agreement in subsequent fiscal years.

b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

32. The STATE and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CONSULTANT, or any other party (whether or not a party to the contract) pertaining to any matter resulting from the underlying contract. The CONSULTANT agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

33. In compliance with Ala. Act No. 2023-409, by signing this AGREEMENT, UTILITY provides written verification that UTILITY, without violating controlling law or regulations, does not and will not, during the term of the AGREEMENT engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

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

WITNESS: _____

RECOMMENDED FOR APPROVAL:

BY: _____
Region Engineer

BY: _____
Philip A. Shamburger
Right of Way Bureau Chief

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

BY: _____
LEGAL COUNSEL FOR ALABAMA
DEPARTMENT OF TRANSPORTATION

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

John R. Cooper
Transportation Director

The within and foregoing Agreement is hereby approved on this _____ day of _____, 20_____.

City of Northport

(Legal Name of Utility)

BY: _____
(Signature and Title)

Glenda Webb

(Typed Name)

City Administrator

(Typed Title)

3500 McFarland Blvd

(Address)

Northport, AL 35476

(City, State, Zip)

(205) 339-7000

(Telephone)

Kay Ivey
GOVERNOR
STATE OF ALABAMA

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

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

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CONSULTANT, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CONSULTANT agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Utility Relocation Estimate

Date: September 2, 2025

Project: TRC-NH-0006(602) County: Tuscaloosa

Name of Utility: City of Northport

Address: 3500 McFarland Blvd. City Northport State AL Zip 35476

If the Utility is regulated by a State or Federal Agency, please list the Agency:

Submitted By:		
<u>Angela Henline, P.E.</u>	<u>Engineer, The Cassady Company, Inc.</u>	<u>(205) 330-0098</u>
NAME	TITLE	TELEPHONE
ADDRESS (If different from above):		
Address: <u>4700 Highway 69 North</u>	City <u>Northport</u> State <u>AL</u>	Zip <u>35473</u>

(Please list the name, address and telephone number of the Utility's representative in responsible charge of work if different from above):		
<u>John Powell Webb</u>	<u>Utilities Director</u>	<u>205-342-3636</u>
NAME	TITLE	Telephone
Address: <u>3521 Third Street South</u>	<u>Northport</u> State <u>AL</u>	Zip <u>35476</u>

Number of calendar days from receipt of Notice to Proceed to beginning of relocation: 60

Number of calendar days from beginning to completion or work, including cleanup: 150

The project has Betterment: N (Y/N)

Additional ROW is Required N (Y/N) If no, eliminate Page 3 (TBD during Design)

A Consultant Engineer will be used Y (Y/N) If yes enter amount of Eng Agreement \$ 196,844.00
(If yes, substitute sheets from Engineering Agreement for Pages 4 & 5)

There is salvage value N (Y/N) If no, eliminate Pages 11 & 12

The gross receipts of this Utility (☐) did, (☒) did not exceed two hundred fifty (250) million dollars for the calendar year preceding the proposed relocation.

The method to be used to accomplish this relocation work is:	
(a)	☐ By UTILITY'S own forces
(b)	☒ by Contract Let by the UTILITY
(c)	☐ by existing, written continuing contract
(d)	☐ by combination of the preceding (must be detailed within the estimate)
(e)	☐ Work is to be included in the State contract

SUMMARY OF RELOCATION COSTS

	(A) IN-KIND ESTIMATE	(B) ESTIMATE INCLUDING BETTERMENT	
1. Gross Estimated Construction Cost Only	\$ 2,071,600.00	\$ -	
2. Less Salvage Credit (Show as zero if none)	\$ -	\$ -	
3. Less Other Credit (If Applicable)	\$ -	\$ -	
4. Total Estimated Construction Cost	\$ 2,071,600.00	\$ -	
5. Total Estimated Engineering Costs		\$ 196,844.00	
6. State's Pro Rata Share of Costs (Line 4A divided by Line 4B) times 100%			100.00%
7. Utility's Pro Rata Share of Costs (100% - Line 6)			0.00%
8. Utility's Pro Rata Share of Construction			EST COST* FOR UTILITY
9. Pro Rata Eng Cost (5B x Line 6) (Utility's Share 5B x Line 7)	\$ 196,844.00		\$ -
10. Total Right-of-Way Acquisition Cost (If not 100% State Reimbursable please list accordingly)	\$ 60,200.00	\$ -	\$ -
11. Utility's Share of (Const. + Eng. + ROW) Costs			\$ -
List the following totals on Page 2 of the SAHD No. 2 or No. 3 Agreement			
12. Total In-kind Cost	\$ 2,328,644.00		#3 Agree w/ betterment may have additional cost for E & I and Labor Additive
13. Total Cost Including Betterment		\$ 196,844.00	

Notes: 1. State pays 100% of construction cost and 100% of engineering cost for in-kind relocation.
2. State pays prorated construction costs and prorated engineering costs for relocation with betterment.

ITEM 1 - RIGHT OF WAY ACQUISITION COSTS

a. Labor (Appraisal by utility employees)

<u>Classification</u>	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
			\$ -
			\$ -
			\$ -
Subtotal Labor Cost			\$ -

Additive Factor (Ins., overhead, etc.) _____

Additive Factor times Subtotal Labor Cost _____ → \$ -

Total Labor Cost for Appraisal \$ -

b. Equipment

<u>Size/Type</u>	<u>No.</u>	<u>Rate</u>	<u>Miles/Hrs</u>	
				\$ -
				\$ -
Total Equipment Cost				\$ -

c. Miscellaneous Expenses

Recording Costs	\$ 200.00
Deed Costs	\$ 200.00
Independent Appraisers	\$ 16,000.00
Other _____ (Description)	
Total Miscellaneous Expense	\$ 16,400.00

d. Right-of-Way or Easement Cost (Property Only) \$ 43,800.00

TOTAL RIGHT-OF-WAY ACQUISITION COST → **\$ 60,200.00**
(Line 10 on Summary Sheet)

NOTE: The utility shall submit above costs for prior State approval and be able to justify amounts recorded. Sound valuation and acquisition practices shall be followed including use of adequate and formal appraisals of record.

Water Main Relocation
Improvements at SR-6 (US-82, McFarland Blvd) and SR-13 (US-43 N)
ALDOT Project No. TRC-NH-0006 (602)
City of Northport, Alabama

Preliminary Engineer's Opinion of
Estimated Easement Acquisition Costs

8/22/2025

Property Owner ID	Property Owner	Tract Number	Area (Acres)	Estimated Fair Market Value per Acre	Estimated Fair Market Value
1	HANG 10 CAR WASH (Permanent)	DB 2025, PG65	0.104	\$300,000.00	\$ 31,200.00
1	HANG 10 CAR WASH (Temporary)	DB 2025, PG65	0.035	\$300,000.00	\$ 10,500.00
2	John H. Plott (Permanent)	63 31 02 09 2 006 005.000	0.004	\$300,000.00	\$ 1,200.00
2	John H. Plott (Temporary)	63 31 02 09 2 006 005.000	0.003	\$300,000.00	\$ 900.00
Total Estimated Easement Purchase Costs					\$ 43,800.00
Costs for Appraisal					\$ 16,000.00
Recording Cost (2 x \$100)					\$ 200.00
Deed Cost (2 x \$100)					\$ 200.00
Total Estimated Easement Cost					\$ 60,200.00

**ITEM 5 -CONSTRUCTION ESTIMATE
(WORK TO BE DONE BY LOW BID CONTRACT)**

a. IN-KIND

BID ITEM	ITEM NO.	QUANTITY	Measure	UNIT PRICE	TOTAL
See Attached Exhibit B for Itemized Costs				\$ -	\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Total Estimated "In-Kind" Construction Cost					\$ 2,071,600.00

b. BETTERMENT

BID ITEM	ITEM NO.	QUANTITY	Measure	UNIT PRICE	TOTAL
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Total Estimated "Betterment " Construction Cost					\$ -

ITEM 6 - SALVAGE CREDIT

a. If salvage credit is allowed, check one or both of the following statements.

- ☐ Salvage to inventory credit is allowed on a temporary and/or replaced facility.
- ☐ Salvage for sale or scrap credit is allowed on a temporary and/or replaced facility.

(1) Salvage to Inventory Credit

Temporary Facilities (Credit at stock price less 10% for use)

Replaced Facilities (Credit at stock price or consistent with utility practice)

Item			T or R	Temporary Facility	Relocated Facility
Size/Type	No.	Value		Amount	Amount
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
Total Salvage to Inventory Credit				\$ -	\$ -

(2) Salvage for Sale or Scrap Credit (Actual value to be determined at sale and invoice adjusted accordingly)

Item			T or R	Temporary Facility	Relocated Facility
Size/Type	No.	Estimated Value		Amount	Amount
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
Totals				\$ -	\$ -
SUBTOTAL SALVAGE CREDIT (1 & 2)				\$ -	\$ -
TOTAL SALVAGE CREDIT				\$ -	

(Line 2 on Summary Sheet)

b. If salvage credit is not allowed, check one or both of the following statements.

- ☐ No salvage credit is allowed as the salvage/removal cost exceeds the salvage value.
- ☒ The temporary and/or replaced facilities to be abandoned in place.

- c. If expired service life credit (accrued depreciation) on a major facility is due the State, please attach a copy of the calculations. This does not apply to service, distribution or transmission lines. It does apply to substations, pumping stations, filtration plants, power plants, etc.

NOTE: The ALDOT and the FHWA Division Administrator shall have the right to inspect recovered materials prior to disposal by sale or scrap. This requirement shall be satisfied by the company giving two weeks written notice to the State of Alabama or oral notice followed by written confirmatino of the time and place the materials will be available for inspection. This notice is the responsibility of the company and it may be held accountable for full value of materials disposed of without notice.

EXHIBIT B

City of Northport, Alabama
Water Main Relocation
Improvements at SR-6 (US-82, McFarland Blvd) and SR-13 (US-43 N)
ALDOT Project No. TRC-NH-0006 (602)

Preliminary Engineer's Opinion of Estimated Construction Costs
9/2/2025

Item No.	ALDOT Unique Item No.	Estimated Quantity	Unit	Description	Estimated Unit Cost	Estimated Total Cost
1	600A000	1.0	LS	Mobilization	\$100,000.00	\$ 100,000.00
2		5.0	Each	Abandon and Remove Existing Fire Hydrant	\$ 1,000.00	\$ 5,000.00
3		2.0	Each	Abandon 6 Inch Water Main, Cap, and Prepare for Flowable Backfill	\$ 1,000.00	\$ 2,000.00
4		3.0	Each	Abandon 8 Inch Water Main, Cap, and Prepare for Flowable Backfill	\$ 1,500.00	\$ 4,500.00
5		5.0	Each	Abandon 12 Inch Water Main, Cap, and Prepare for Flowable Backfill	\$ 2,000.00	\$ 10,000.00
6		1.0	Each	Plug 6-Inch Gate Valve	\$ 1,000.00	\$ 1,000.00
7		1.0	Each	Plug 8-Inch Gate Valve	\$ 1,500.00	\$ 1,500.00
8		4.0	Each	Plug 12-Inch Gate Valve	\$ 2,000.00	\$ 8,000.00
9	201A002	1.0	LS	Clearing And Grubbing (<i>Misc. Small Diameter Trees</i>)	\$ 2,500.00	\$ 2,500.00
10	205A000	1.0	LS	Removal of Valve Pit (<i>Large Meter at City Hall</i>)	\$ 500.00	\$ 500.00
11	206C002	5.0	SY	Removing Concrete Slope Paving	\$ 100.00	\$ 500.00
12	206C010	500.0	SY	Removing Concrete Driveway	\$ 20.00	\$ 10,000.00
13	206D002	100.0	LF	Removing Curb	\$ 10.00	\$ 1,000.00
14	206D003	150.0	LF	Removing Curb And Gutter	\$ 10.00	\$ 1,500.00
15	206E074	25.0	Each	Removal of Valve Box	\$ 300.00	\$ 7,500.00
16	260A000	60.0	CY	Cement Mortar Flowable Backfill, Mix 1 (<i>Abandoning Water Mains</i>)	\$ 400.00	\$ 24,000.00
17	408A052	2,500.0	SY	Planing Existing Pavement (Approximately 1.10" Thru 2.0" Thick)	\$ 10.00	\$ 25,000.00
18	424A341	200.0	Ton	Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B	\$ 180.00	\$ 36,000.00
19	424B636	200.0	Ton	Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B	\$ 180.00	\$ 36,000.00
20	614A000	5.0	CY	Slope Paving (<i>Flume Repair</i>)	\$ 1,000.00	\$ 5,000.00
21	618B003	480.0	SY	Concrete Driveway, 6" Thick (Includes Wire Mesh)	\$ 100.00	\$ 48,000.00
22	623B000	100.0	LF	Concrete Curb, Type N	\$ 40.00	\$ 4,000.00
23	623C000	150.0	LF	Combination Curb & Gutter, Type C	\$ 60.00	\$ 9,000.00
24	641A512	200.0	LF	3/4 Inch Copper Water Service Line Laid	\$ 30.00	\$ 6,000.00
25	641A568	50.0	LF	2 Inch P.V.C. Water Service Line Laid (<i>Pressure Class 250</i>)	\$ 40.00	\$ 2,000.00

Item No.	ALDOT Unique Item No.	Estimated Quantity	Unit	Description	Estimated Unit Cost	Estimated Total Cost
26	641A612	100.0	LF	6 Inch Ductile Iron Water Main Laid	\$ 150.00	\$ 15,000.00
27	641A614	860.0	LF	8 Inch Ductile Iron Water Main Laid	\$ 175.00	\$ 150,500.00
28	641A618	2,160.0	LF	12 Inch Ductile Iron Water Main Laid	\$ 250.00	\$ 540,000.00
29	641A684	180.0	LF	8 Inch Ductile Iron Water Main Laid (Restrained Joint) (Carrier Pipe)	\$ 125.00	\$ 22,500.00
30	641A688	200.0	LF	12 Inch Ductile Iron Water Main Laid (Restrained Joint) (Carrier Pipe)	\$ 350.00	\$ 70,000.00
31	641D500	6.0	Each	Fire Hydrant	\$ 7,500.00	\$ 45,000.00
32	649A545	180.0	LF	16 Inch Steel Encasement Pipe, Type 2 Installation	\$ 1,000.00	\$ 180,000.00
33	649A560	20.0	LF	24 Inch Steel Encasement Pipe, Type 1 Installation	\$ 700.00	\$ 14,000.00
34	649A660	140.0	LF	24 Inch Steel Encasement Pipe, Type 2 Installation	\$ 1,200.00	\$ 168,000.00
35		600.0	LF	Polyethylene Encasement on Ductile Iron Pipe for Corrosion Control	\$ 20.00	\$ 12,000.00
36	641P515	4.0	Each	3/4 Inch Service Tap	\$ 500.00	\$ 2,000.00
37	641P530	2.0	Each	2 Inch Service Tap	\$ 2,000.00	\$ 4,000.00
38	641Q510	6.0	Each	3/4 Inch Water Meter And Box Set	\$ 1,000.00	\$ 6,000.00
39	641J510	1.0	Each	2 Inch Gate Valve With Box	\$ 1,500.00	\$ 1,500.00
40	641J516	2.0	Each	6 Inch Gate Valve With Box	\$ 2,500.00	\$ 5,000.00
41	641J518	7.0	Each	8 Inch Gate Valve With Box	\$ 3,000.00	\$ 21,000.00
42	641J522	11.0	Each	12 Inch Gate Valve With Box	\$ 5,000.00	\$ 55,000.00
43	641M512	30.0	Each	6 Inch Retainer Gland	\$ 200.00	\$ 6,000.00
44	641M514	70.0	Each	8 Inch Retainer Gland	\$ 250.00	\$ 17,500.00
45	641M518	140.0	Each	12 Inch Retainer Gland	\$ 300.00	\$ 42,000.00
46	641O514	1.0	Each	6 Inch x 6 Inch Tapping Valve And Sleeve	\$ 6,000.00	\$ 6,000.00
47	641O554	1.0	Each	12 Inch x 12 Inch Tapping Valve And Sleeve	\$ 12,000.00	\$ 12,000.00
48	641C500	7,200.0	LB	Ductile Iron Fittings	\$ 25.00	\$ 180,000.00
49	641L500	60.0	CY	Concrete for Water Mains (Thrust Blocks)	\$ 200.00	\$ 12,000.00
50	641V001	1.0	Each	Concrete Vault w/ Meter and Bypass (City Meter Pit)	\$ 9,000.00	\$ 9,000.00
51	641V100	1.0	Each	Double Check Valve Assembly with Vault (City Pit)	\$ 5,000.00	\$ 5,000.00
52	641PXXX	10.0	Each	Connection to Existing Water System	\$ 5,000.00	\$ 50,000.00
53	652A100	1.0	Acre	Seeding	\$ 3,000.00	\$ 3,000.00
54	654A000	2,300.0	SY	Solid Sodding	\$ 12.00	\$ 27,600.00
55	656A010	1.0	Acre	Mulching	\$ 2,000.00	\$ 2,000.00
56	665A000	1.0	Acre	Temporary Seeding	\$ 1,000.00	\$ 1,000.00
57	665B000	1.0	Acre	Temporary Mulching	\$ 1,000.00	\$ 1,000.00
58	665J002	2,000.0	LF	Silt Fence, Type 'A'	\$ 4.00	\$ 8,000.00
59	665O001	2,000.0	LF	Silt Fence Removal	\$ 1.00	\$ 2,000.00
60	665P005	10.0	Each	Inlet Protection, Stage 3 Or 4	\$ 500.00	\$ 5,000.00
61	665Q002	250.0	LF	Wattle	\$ 6.00	\$ 1,500.00
62	701AAAA	1.0	LS	Replace Striping in Parking Lot	\$ 4,000.00	\$ 4,000.00
63	740AAAA	1.0	LS	Traffic Control	\$ 15,000.00	\$ 15,000.00
Total Estimated Construction Cost (In-Kind)						\$ 2,071,600.00

Item No.	ALDOT Unique Item No.	Estimated Quantity	Unit	Description	Estimated Unit Cost	Estimated Total Cost
Engineering Fees:						
				Phase I - Concept Design & Utility Agreement	\$	44,949.00
				Phase II - Contract Documents, Plans, Specifications & Estimates, Contract Award	\$	86,797.00
				Phase III - Construction, Engineering, Inspection, & As-Built Drawings	\$	65,098.00
				Total Estimated Engineering Cost	\$	196,844.00
				Total Estimated ROW (Easement) Acquisition Cost	\$	60,200.00
				Total Estimated Project Cost	\$	2,328,644.00



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

AGENDA ITEM NO. 9.b.8.

MEETING DATE: September 22, 2025

SUBJECT: Resolution Authorizing the City Administrator to Execute Amendment No. 1 with CSL Services, Inc. for TwoMile Creek Flow Study Contract

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading: X

Second Reading:

Prepared By: Morgan Stuart

Approved By: Tera Tubbs

Summary:

The Engineering department is requesting the City Council to authorize the City Administrator to execute Amendment No. 1 with CSL Services, Inc. for the TwoMile Creek Flow Study. The scope of the amendment is for the 6 flow meters to remain in place for an additional 30 days due to lack of rainfall within the original 30-days, in the amount of \$9,900.00, resulting in a total cost of \$27,700.00.

Recommendation:

That the requested resolution be approved.

Funding Source/GL Code:

GL Code No. 01-50-39-81407 Amount: \$9,900.00

Motion for Consideration:

I move that the City Council authorize the City Administrator to execute Amendment No. 1 with CSL Services, Inc. for the TwoMile Creek Flow Study.

RESOLUTION NO. 25-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE
AMENDMENT NO. 1 WITH CSL SERVICES, INC FOR FLOW MONITOR TESTING
OF THE TWOMILE CREEK FLOW STUDY CONTRACT**

WHEREAS, the Engineering department is requesting the City Council authorize the City Administrator to execute Amendment No. 1 with CSL Services, Inc. for flow monitor testing of the TwoMile Creek Flow Study Contract; and,

WHEREAS, the scope of the amendment is due to 6 flow meters to remain in place for an additional 30 days due to lack of rainfall within the original 30-days, in the amount of \$9,900.00, resulting in a total cost of \$27,700.00.

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

1. To authorize the City Administrator to execute Amendment No. 1 with CSL Services, Inc. for additional flow monitor testing for 6 meters, in the amount of \$9,900.00; 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 Amendment No.1 with CSL Services, Inc. Flow Monitor Testing of the TwoMile Creek Flow Study Contact.

RESOLVED AND DONE THIS 22nd DAY OF SEPTEMBER 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

Christy Bobo, Its President

ATTEST:

Glenda D. Webb, City Administrator

Reading: September 22, 2025

Motion: _____

Second: _____



Customized Solutions to your Flow Metering Needs

September 2, 2025

Glenda D. Webb, City Administrator
THE CITY OF NORTHPORT
3500 McFarland Boulevard
Northport, AL 35476

**RE: PROPOSAL FOR TWOMILE CREEK FLOW STUDY CONTRACT AMENDMENT
NORTHPORT, ALABAMA**

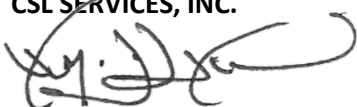
Dear Ms. Webb,

In our original proposal for the referenced flow study dated May 6, 2025, we mentioned the option to extend the study period from 30 days to 60 days. We were in fact directed to leave the 6 flow meters in place for an additional 30 days due to lack of rainfall. This results in an additional cost of \$9,900.00. The Revised Cost Schedule is presented below. Please let me know if you have any questions.

Item	Description	Units	Unit Price	Item Total
1	Site Investigation	1	\$500.00	\$500.00
2	Flow Meter Installation and Calibration, each	6	\$900.00	\$5,400.00
3	Flow Meter Maintenance and Data Collection, per Meter-Day	180	\$55.00	\$9,900.00
4	30 DAY EXTENSION x 6 FLOW METERS	180	\$55.00	\$9,900.00
5	Letter Report	1	\$2,000.00	\$2,000.00
			TOTAL	\$27,700.00

Best regards,

CSL SERVICES, INC.


William H. Dawson, P.E.
Vice President

CSL SERVICES, INC.
www.cslservices.com

1311 LEGACY DRIVE
BIRMINGHAM, AL 352412

205.999.8801



Customized Solutions to your Flow Metering Needs

CSL Services, Inc.
1311 Legacy Drive
Birmingham, AL 35242
(205) 999-8801

INVOICE

Customer: **CITY OF NORTHPORT**
3500 McFarland Blvd
Northport, AL 35476

Attn: Glenda D. Webb, City Administrator
.

Project: **Twomile Creek Flow Study**

Invoice No: 25-02

Date: 07/31/2025

Services: 18 Days x 6 Flow Meters Maintenance and Data Collection

Amount Due: \$ 5,940.00

Total Contract Amount: \$ 17,800.00

Less Previous Invoices: - \$ 9,860.00

Balance Before This Invoice: \$ 7,940.00

COST TABLE

Item	Description	Units	Unit Price	Item Total
1	Site Investigation	1	\$500.00	\$500.00
2	Flow Meter Installation and Calibration, each	6	\$900.00	\$5,400.00
3	Flow Meter Maintenance and Data Collection, per Meter-Day	180	\$55.00	\$9,900.00
4	Letter Report	1	\$2,000.00	\$2,000.00
		TOTAL		\$17,800.00



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

AGENDA ITEM NO. 9.b.9.

MEETING DATE: September 22, 2025

SUBJECT: Resolution Authorizing the City Administrator to Execute Change Order No. 1 with Alatech Computer Solutions, LLC for River Run Park

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading: X

Second Reading:

Prepared By: Morgan Stuart

Approved By: Tera Tubbs

Summary:

On June 6, 2025, City Council approved Alatech Computer Solutions, LLC for the Installation of Network Solutions for Maintenance and Monitoring of Network Services for River Run Park. The Engineering department is requesting the City Council authorize the City Administrator to execute Change Order No. 1 with Alatech Computer Solutions, LLC for the River Run Park. The scope of the change order is due to the removal of industrial switches to field enclosures being reduced from 9 to 7, adding UNIFI switches to the Audio/Video Racks for each grandstand (including a 5-year warranty), adding additional shelves for support, additional surge protection to expand the number of power plugs for 7 enclosures, and labor, in the amount of \$5,654.00.

Recommendation:

The requested resolution to be approved.

Funding Source/GL Code:

GL Code No. 01-45-000-54004 Amount: \$5,654.00

Motion for Consideration:

I move that the City Council authorize the City Administrator to execute Change Order No. 1 with Alatech Computer Solutions, LLC, in the amount of \$5,654.00, for River Run Park.

RESOLUTION NO. 25-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE
CHANGE ORDER NO. 1 WITH ALATECH COMPUTER SOLUTIONS, LLC FOR
NETWORK SERVICES FOR RIVER RUN PARK**

WHEREAS, On June 6, 2025, City Council approved Alatech Computer Solutions, LLC for the Installation of Network Solutions for Maintenance and Monitoring of Network Services for River Run Park; and,

WHEREAS, The Engineering department is requesting the City Council authorize the City Administrator to execute Change Order No. 1 with Alatech Computer Solutions, LLC for the River Run Park; and

WHEREAS, The scope of the change order is due to the removal of industrial switches to field enclosures being reduced from 9 to 7, adding UNIFI switches to the Audio/Video Racks for each grandstand (including a 5-year warranty), adding additional shelves for support, additional surge protection to expand the number of power plugs for 7 enclosures, and labor, in the amount of \$5,654.00.

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

1. To approve the City Administrator to execute Change Order No. 1 with Alatech Computer Solutions, LLC for Network Services at 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 approved requisitions associated with Change Order No. 1 with Alatech Computer Solutions, LLC for River Run Park.

RESOLVED AND DONE THIS 22nd DAY OF SEPTEMBER 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

Christy Bobo, Its President

ATTEST:

Glenda D. Webb, City Administrator

Reading: September 12, 2025

Motion: _____

Second: _____

CHANGE ORDER

Project: River Run Park Project

Owner: The City of Northport

Contractor: Alatech

Change Order No:

Date: 09/09/2025

1. Reference to Original Project Totals

This Change Order modifies the original Totals for this project:

Total Labor = \$14,000

Total Equipment = \$61,743.60

GRAND TOTAL = \$75,743.60

2. Description of Change

Scope of Change:

- Removing 2x of the FS 24 Port POE Industrial Switches (5-year Warranty)
- Adding 2x UNIFI Pro XG 24 Port POE Switches (5-year Warranty)
- Adding 5x VEVOR 2U Server Rack Shelves
- Adding 7x CyberPower 6 Outlet Wall Tap Surge Protectors

Reason for Change:

- Removing the industrial switches due to the field enclosures being reduced from 9 to 7
- Adding the UNIFI Switches to the Audio/Video Racks Located on the Second Floor of each Grandstand. This will also include the 5-year warranty
- Adding the Shelves to support all switches that require 4 posts for installation, since 2-post network racks were installed and cannot be changed.
- Adding the Surge Protectors to expand the number of power plugs available in each of the 7 Field Enclosures and to provide surge protection to the equipment powered through these ports

3. Cost Impact

Original Project Total: \$75,743.60

Net Change (Addition):

EQUIPMENT: \$2,854

BREAKDOWN for Addition:

- Removing \$2,352 (Industrial Switch x2 @ \$1176.00 each)
- Adding \$4,756 (UNIFI 24port POE x2 @ \$2,378 each)
- Adding \$240 (VEVOR Network Shelf x5 @ \$48 each)
- Adding \$210 (CYBERPOWER Surge Protectors x7 @ \$30 each)

LABOR: 20 additional hours @ \$140 / \$2800

Revised Project Total: \$81,397.60

4. Terms & Conditions

All other terms and conditions of the original contract remain unchanged. This Change Order does not include unforeseen conditions outside of Alatech's control. Since these changes involve equipment additions exceeding \$1,000, we would require a payment of \$2,845.00 to proceed.

5. Authorization

Print Name

DATE

Signature



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

AGENDA ITEM NO. 9.b.10.

MEETING DATE: September 22, 2025

SUBJECT: Resolution Authorizing the City Administrator to Enter Into Negotiations with Trident Development, LLC and 1871, LLC for an Economic Development Agreement

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading: X

Second Reading:

Prepared By: Morgan Stuart

Approved By: Tera Tubbs

Summary:

The City staff is requesting the City Council authorize the City Administrator to enter into negotiations with Trident Development, LLC and 1871, LLC for an Economic Development Agreement for a future Mixed-Use commercial development, approximately 52- acres located east on McFarland Boulevard. Once negotiations have been made, staff will bring back the Economic Development Agreement for City Council consideration.

Recommendation:

That the requested resolution be approved.

Funding Source/GL Code:

GL Code No.NA Amount: \$NA

Motion for Consideration:

I move that the City Council authorize the City Administrator to enter into negotiations for an Economic Development Agreement with Trident Development, LLC and 1871, LLC and to present to the City Council for considerations after negotiations are made.

RESOLUTION NO. 25-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO
NEGOTIATIONS WITH TRIDENT DEVELOPMENT, LLC AND 1871, LLC FOR AN
ECONOMIC DEVELOPMENT AGREEMENT**

WHEREAS, The City staff is requesting the City Council authorize the City Administrator to enter into negotiations with Trident Development, LLC and 1871, LLC for an Economic Development Agreement for a future Mixed-Use commercial development for approximately 52- acres located east on McFarland Boulevard; and,

WHEREAS, Once negotiations have been made, staff will bring back the Economic Development Agreement for City Council consideration.

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 negotiations with Trident Development, LLC and 1871, LLC for approximately 52-acres, located east on McFarland Boulevard for a future Mixed-Use commercial development; and,
2. Once negotiations are made, staff will present for City Council approval; and,
3. 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,
4. That the City Administrator and/or her designee is hereby authorized to negotiate with Trident Development, LLC and 1871, LLC for approximately 52-acres located east McFarland Boulevard for a future Mixed-Use commercial development to return back to City Council for consideration.
- 5.

RESOLVED AND DONE THIS 22nd DAY OF SEPTEMBER 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

Christy Bobo, Its President

ATTEST:

Glenda D. Webb, City Administrator

Reading: September 22, 2025

Motion: _____

Second: _____



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

AGENDA ITEM NO. 9.b.11.

MEETING DATE: September 22, 2025

SUBJECT: Resolution authorizing the City Administrator to Execute an Agreement with Southeastern Network of Athletic Professionals (SNAP) Sports Tourism Consulting for Representation of the Sports Complex at Northport Shore

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading: X

Second Reading:

Prepared By: Morgan Stuart

Approved By: Tera Tubbs

Summary:

The Engineering department is requesting the City Council authorize the City Administrator to execute an agreement with Southeastern Network of Athletic Professionals (SNAP) Sports Tourism Consulting for representation of the sports complex at Northport Shore. The proposal total is \$42,000.00.

Recommendation:

I move that the requested requisition be approved.

Funding Source/GL Code:

GL Code No. 01-46-000-50210 Amount: \$42,000.00

Motion for Consideration:

I move that the City Council authorize the City Administrator to execute an agreement with Southeastern Network of Athletic Professionals (SNAP) Sports Tourism Consulting for Representation of the Sports Complex at Northport Shore, in the amount of \$42,000.00.

RESOLUTION NO. 25-

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH SOUTHEASTERN NETWORK OF ATHLETIC PROFESSIONALS (SNAP) SPORTS TOURISM CONSULTING FOR REPRESENTATION OF THE SPORTS COMPLEX AT NORTHPORT SHORE

WHEREAS, the Engineering department is requesting that the City Council authorize the City Administrator to execute an agreement with Southeastern Network of Athletic Professionals (SNAP) Sports Tourism Consulting for representation of the sport complex at Northport Shore; and,

WHEREAS, the proposal total is \$42,000.00.

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

1. To authorize the City Administrator to execute an agreement with Southeastern Network of Athletic Professionals (SNAP) Sports Tourism Consulting for representation of the sport complex at Northport Shore; 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 Southeastern Network of Athletic Professionals (SNAP) Sports Tourism Consulting for representation of the sport complex at Northport Shore.

RESOLVED AND DONE THIS 22nd DAY OF SEPTEMBER 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

Christy Bobo, Its President

ATTEST:

Glenda D. Webb, City Administrator

Reading: September 22, 2025

Motion: _____

Second: _____



CITY OF NORTHPORT, ALABAMA PROPOSAL

PROPOSAL SUMMARY

Southeastern Network of Athletic Professionals (SNAP) Sports Tourism Consulting proposes to represent and support the efforts of the City of Northport, Alabama in its desire to continue its buildout of Northport Shores/River Run Park project to include design, build, market, manage and book its new sports complex. SNAP will also represent The City of Northport at all sports tourism trade shows & conferences to solicit event rights holders to book the new facility. Additionally, assisting with the creation of Experience Northport Destination Marketing Organization and operations of the Northport Visitor Center and Heritage Museum.

BUSINESS DESCRIPTION

SNAP Sports Tourism Consulting is an Alabama based firm that provides innovative solutions and consulting expertise in a variety of sports, hospitality areas to include facility analysis; feasibility studies; organizational assessments; sales, marketing; event management for sports, music, entertainment and championship venue selection and sponsorships.

VISION

To support the efforts of the City of Northport, Alabama on their sports tourism efforts and help create economic impact for the City of Northport, Alabama.

PROJECT BUDGET/CONFERENCE FEES/CONSULTING

SNAP Sports Tourism recommends attendance at the following conferences on behalf of the City of Northport in 2025-26 with a monthly stipend of \$3,200 plus reasonable registration & travel expenses for the following sports tourism conferences.

Sports Tourism Conferences

- Connect Sports Marketplace- Miami, FL
- Sports Relationship Conference- Greenville, SC
- TEAMS Sports Conference, Columbus, OH
- US Sports Congress-Lexington, KY
- Sports ETA- Las Vegas, NV
- Alabama Governors Conference on Tourism- Gulf Shores, AL
- Alabama Tourism Meetings-(4) varies cities in Alabama

Don Staley-Founder & CEO

Southeastern Network of Athletic Professionals-SNAP

3115 Pine Wood Cir

Lillian, AL 36549

Phone: 205-394-0700

Email: dstaley@snapsportstourism.com

web: www.southeasternnetworkofathleticprofessionals.com

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

**AGREEMENT TO FURNISH PROFESSIONAL SERVICES
TO THE CITY OF NORTHPORT, ALABAMA, FOR
SPORTS COMPLEX AND SPORTING EVENT TOURISM MARKETING**

WHEREAS, the City of Northport is developing additional facilities for sports and sporting events, including a large sports complex; and

WHEREAS, the City of Northport desires to maximize sports-based tourism; and

WHEREAS, the City of Northport and the CONSULTANT firm designated herein, desire to enter into an agreement to furnish such related professional 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 22nd day of September, 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 Southeastern Network of Athletic Professionals (SNAP), hereinafter referred to as the "CONSULTANT," whereby the CONSULTANT will provide professional services in the form of sports tourism consulting, sports tourism and sponsorship marketing, and representation at major sports tourism conferences as 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 to be provided by the CONSULTANT to the OWNER are as follows:

Sports tourism consulting, sports tourism and sponsorship marketing, and representation at major sports tourism conferences for the City of Northport for the fiscal year 2025, as detailed in the proposal attached as Exhibit "A."

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 City of Northport, Alabama 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

As consideration for providing the services enumerated and referenced in Article 1, the OWNER shall pay the CONSULTANT in the following manner:

A. COMPENSATION

The total compensation to CONSULTANT for all the services as stated in Article 1 shall not exceed \$ 42,000, plus reasonable expenses, as detailed in Exhibit "A."

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.

B. COST ADJUSTMENT

- (1) The CONSULTANT will complete the work described herein within the total cost established and will keep the OWNER informed of progress. The CONSULTANT shall keep the OWNER advised as the Work proceeds regarding any factors, occurrences, or developments, that may necessitate modifications, or revisions of the original Scope of Services.
- (2) In the event that services started in the Scope of Services cannot, in the CONSULTANT'S opinion, be completed within the total cost, the CONSULTANT will inform the OWNER in a timely manner of the additional estimated amounts considered necessary to complete the services as may be added in scope by mutual agreement, so that a new total cost may be authorized by the OWNER through an Amendment to this Agreement.

C. LITIGATION ASSISTANCE

The scope and extent of professional services to be provided under this Agreement does not include costs of the CONSULTANT for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the OWNER, except for suits or claims between the parties to this Agreement. However, documents, studies and any data or information or any other instrument of service otherwise resulting from the performance of the Agreement by the CONSULTANT may be utilized by the OWNER in bringing, defending, or

otherwise assisting in litigation undertaken or defended by the OWNER without any additional costs to the OWNER.

If litigation assistance services are requested by the OWNER, the CONSULTANT will provide the same and shall be compensated on a cost reimbursable basis in accordance with Article 2 and 3.

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

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

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 personal services in the southeastern United States, for the work products furnished under this Agreement.

C. REPORTS, INTELLECTUAL PROPERTY AND OWNERSHIP OF DOCUMENTS

Periodic Reports: CONSULTANT shall, at such time and in such format as the City's representative may require, furnish such periodic reports concerning the status of the project as may be requested by the City's representative.

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.

Ownership of Non Instruments of Service: With the exception of instruments of service as previously identified herein, the parties acknowledge and agree that the intellectual property of either party shall remain the property of the respective party, including intellectual property developed by the CONSULTANT during the course of this agreement such as working papers which include, but are not limited to, preliminary drawings and sketches, calculations, proprietary techniques, procedures or programs, project notes, memoranda, non-owner correspondence, etc., developed or employed in the performance of services to the OWNER which shall belong exclusively to the CONSULTANT or its subconsultants. The CONSULTANT shall clearly mark and identify any such documents or materials that are not instruments of service it deems intellectual property and/or copyrighted information. To the extent they are identified as such, the OWNER will take steps reasonably necessary with its employees with respect to the use, copy, protection, and security of such intellectual property of CONSULTANT.

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 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. 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 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.

ARTICLE 5. OBLIGATIONS OF THE OWNER

A. OWNER-FURNISHED DATA

The OWNER shall provide to the CONSULTANT all technical data in the OWNER's possession that the CONSULTANT informs OWNER's representative is needed and relating to the CONSULTANT'S work on the PROJECT. Unless otherwise indicated by the OWNER, the CONSULTANT may reasonably rely upon the adequacy of the information provided by the OWNER in performing CONSULTANT'S services to the OWNER, subject to the same recognitions and caveats applicable to CONSULTANT's information as provided herein at Article 4. B. and with the further recognition that the OWNER is not responsible for the adequacy or accuracy of information and/or data prepared or supplied by third parties.

B. ACCESS TO FACILITIES AND PROPERTY

The OWNER shall make its facilities and properties available and accessible by

CONSULTANT as requested to support the Scope of Services under this Agreement.

C. TESTS

Unless part of the Scope of Services, the OWNER shall perform or have performed by others at no cost to CONSULTANT such tests of equipment and other components of the OWNER'S system facilities as may be reasonably required in connection with the Scope of Services under this Agreement.

D. TIMELY REVIEW AND NOTICE

The OWNER through its designated representative shall examine all studies, 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.

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. Neither representative shall have the authority to vary the terms and conditions of this Agreement.

C. INSURANCE

Unless waived in writing by the OWNER, the CONSULTANT shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as is commercially reasonable to protect its interests and the interests of the OWNER, its officers, agents and employees against hazards or risks of loss associated with the performance of the Scope of Services of this Agreement. The underwriter of such insurance shall be qualified to do business in Alabama.

D. TERM AND TERMINATION

- (1) This agreement will be effective for fiscal year 2025 from October 1, 2024 to September 30, 2025, with the option to extend for an additional 12-month period upon written agreement by both parties.
- (2) This Agreement may be terminated by the OWNER for its convenience for any reason whatsoever by giving thirty (30) days' written notice to the CONSULTANT.
- (3) 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.
- (4) 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.
- (5) 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 Located in Tuscaloosa County, Alabama.

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 attorney's 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: Don Staley

- B.** The OWNER'S designated representative shall be Tera Tubbs, City Engineer 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
Tera Tubbs
PO Box 569
Northport, AL 35476

CONSULTANT: SNAP Sports Tourism Consulting
Don Staley
3115 Pine Wood Circle
Lillian, AL 36549

**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. City of Northport: Proposal

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

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 take any action which would in any way impair the ability of the other party to faithfully and fully perform its obligations hereunder.

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 service for this project. They are not to be used on other work.

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.

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

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 D. 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 D. 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, 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: _____

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.c.1.

MEETING DATE: September 22, 2025

SUBJECT: Minutes, September 8, 2025

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: Malorie Mixon

Approved By: Glenda Webb

Summary:

The attached document includes minutes from September 8, 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 the Consent Agenda will approve the official minutes from September 8, 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, September 8, 2025** at Northport City Hall, located at 3500 McFarland Blvd, Northport, AL, 35476, in the Council Chambers. The invocation was offered by Mayor Hinton and President Bobo led the assembly in the Pledge of Allegiance. Upon roll call, the following were found to be present: Pro Tem Washington, Councilman Wiggins, Councilman Aiken, Councilwoman Dykes and President Bobo. Also present at tonight's meeting, Mayor Hinton and City Administrator Webb.

PRESENTATIONS

There were no presentations.

APPROVAL OF AGENDA

Motion by Pro Tem Washington, **Second** by Councilman Aiken to approve the agenda for September 8, 2025, **as printed. Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

VISITORS TO ADDRESS COUNCIL

There was none.

UNFINISHED BUSINESS

There was none.

NEW BUSINESS

First Reading, Offered by President Bobo, **Ordinance Adopting the FY2026 General Fund Operational Budget.** These budget appropriations are for the fiscal year beginning October 1, 2025 through September 30, 2026. This was approved at the Finance Committee meeting on August 18, 2025.

First Reading, Offered by Councilman Wiggins, **Ordinance Adopting the FY2026 Water & Sewer Fund Operational Budget.** These budget appropriations are for the fiscal year beginning October 1, 2025 through September 30, 2026. This was approved at the Finance Committee meeting on August 18, 2025.

First Reading, Offered by Councilman Aiken, **Ordinance amending Chapter 74, Article IV pertaining to Water and Sewer Rates.** This ordinance updates Chapter 74, Article IV as part of the FY26 operational budget. A summary of the changes includes updating the fee schedules to reflect CPI adjustment; amending language in Sec. 74-209 (k) regarding returned check fee to returned payment fee, to cover all returned payments; updating unauthorized connection fee from \$100 to \$250; and amending language in Sec. 74-207 (a)(3) to remove the monetary cap on residential sewer and replace it with a gallon cap.

First Reading, Offered by President Bobo, **Ordinance of Conditional Use approval for pet grooming in a Residential/Commercial/Institutional (RCI) zone for the property located at 703 Main Avenue.** Nellie Mae and Company, LLC is requesting to operate a pet grooming service in a RCI zoning district. The request was considered by the Planning Commission on August 19, 2025, and a recommendation for approval was made to the City Council.

First Reading, Offered by Pro Tem Washington, **Ordinance Ordering Demolition of an Unsafe Structure Located at 2801 17th Avenue.** The Chief Building Official has found that the structure and vehicles located at 2801 17th Avenue is unsafe and dangerous to public health. We are recommending the structure and vehicles be demolished. All necessary procedures have been followed pursuant to Act No. 80-410.

First Reading, Offered by Councilwoman Dykes, **Resolution fixing the cost of demolition and authorizing filing a lien for the parcel located at 5118 Azalea Trail.** The demolition was done at the City's efforts and expense.

Motion by President Bobo, **Second** by Pro Tem Washington to adopt **Resolution 25-160 Authorizing The Mayor To Execute An Agreement With Lloyd's Insurance Through Cobbs Allen for Stop-Loss Insurance in the amount of \$457,192.000. 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 25-161 Authorizing Water Service Outside the City Limits for Property Located at 7611 Smith Jackson Road.** Mr. Caleb Little has property located at 7611 Smith Jackson Road, that cannot presently be

annexed into the city because the property is not contiguous. The address is outside of the city limits and inside of the planning jurisdiction. He is requesting city water service. The Municipal Code allows this with the majority consent of the city council. Per city code, all costs of this connection would be paid by the applicant and not by the City. In addition, we are adding the requirement that if, in the future, the property can be annexed, the property will be annexed into the city. If the property is not annexed, the City retains the right to terminate water services at that point. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by President Bobo, **Second** by Councilman Wiggins to adopt **Resolution 25-162 Resolution appointing an Interim City Administrator.** Ms. Glenda Webb has served as the City Administrator, City Clerk, City Treasurer, and Appointing Authority since May 1, 2021. Ms. Webb has announced that she will be retiring on September 30, 2025. To ensure the continuity of the day-to-day operations of the City, an interim must be appointed. Ms. Tera Tubbs, currently serves as the City Engineer as well as the Deputy City Administrator on an "as needed" basis. Therefore, the City Council wishes to designate Ms. Tera Tubbs as the Interim City Administrator, City Clerk, City Treasurer and Appointing Authority until a new Interim or contracted City Administrator is employed by the City. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by Councilman Wiggins, **Second** by Councilwoman Dykes to adopt **Resolution 25-163 Awarding Bid File 25-06 Furnishing Water & Wastewater Chemicals.** Each year, the Utilities Department accepts bids for chemicals that the department uses in bulk. The bid is done in eleven (11) parts to allow for ease of acceptance or rejection of bids. Companies an bid on one item or all items. Attached is the bid tabulation for Bid File 25-06, Furnishing Water & Wastewater Chemicals, which were opened on August 21, 2025. These bids are for a period of twelve (12) months and will be good from October 1, 2025, until September 30, 2026, at which time the department will rebid. **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 25-164 Awarding Bid File 25-07 Furnishing Water & Wastewater Supplies.** Each year, the Utilities Department accepts bids for materials that the department uses in bulk (water service pipe, meter boxes, etc.). The bidders can bid on all or some items and the winners are determined by the lowest unit price by line item. This request is for the Council to formally award the bid and preauthorize the purchase of materials at the approved bid amount. Attached is the bid tabulation for Bid File 25-07, Furnishing Water & Wastewater Supplies, which were opened on August 21, 2025. These bids are for a period of twelve (12) months beginning October 1, 2025 until September 30, 2026, at which time the department will rebid. **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 25-165 authorizing the Northport Police Department to participate in the Community Traffic Safety Program Grant.** The Northport Police Department has been awarded a grant from the Southeast Alabama Highway Safety Office for participation in the Southeast Region's Community Traffic Safety Program. The grant pays for allowable rates of pay plus allowable FICA fringe for traffic safety enforcement dependent upon approval of applicable grants. The term of the contract is October 1, 2025 through September 15, 2026. **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 25-166 authorizing the City Administrator to enter into an agreement between City of Northport Fire Rescue and W.E. Crawford, MD, LLC for a period of one-year.** Passage of this resolution authorizes the City Administrator to enter into an agreement between the City of Northport Fire Rescue and W.E. Crawford, MD, LLC. This agreement will enable Dr. Crawford to continue to serve as the Medical Director for our department for a period of one-year (January 1st, 2026 - December 31st, 2026). **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 Councilwoman Dykes to adopt **Resolution 25-167 authorizing the City Administrator to enter into an agreement between City of Northport Fire Rescue and ESO Solutions, Inc. for NFRIS and EHR Compliant Reporting Software for a period of one-year.** Passage of this resolution will authorize the City Administrator to enter into an agreement between City of Northport Fire Rescue and ESO Solutions, Inc. This software is for NFRIS (Fire) and EHR (Medical) reporting to the State. This agreement is for a period of one-year (October 1, 2025 - September 30, 2026). **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 25-168 Authorizing the City Administrator to Execute Amendment No. 4 to the Master Services Agreement with TTL, Inc. in the amount of \$58,750.00 for the Sports and Recreation Complex at Northport Shore.** The City Council previously approved the execution of a master services agreement with TTL, Inc. for the sports and recreation complex 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 Pro Tem Washington to adopt **Resolution 25-169 Authorizing the City Administrator to Enter into an Agreement with Sain Associates, Inc. for the Safe Streets for All Demonstration Grant.** On December 16, 2024, the City Council authorized the City Administrator to negotiate scope and fees with Sain Associates, Inc. for the Safety Action Plan Demonstration Activities under the Safe Streets for All Program. This resolution will authorize the City Administrator to now enter into an agreement with Sain Associates, Inc for the Safe Streets for All Demonstration Grant, in the lump sum of \$90,000.00. The scope is for the demonstration activities for traffic-calming and pedestrian crossing improvements evaluation. Their fee is 80% reimbursable under the SS4A demonstration grant that the City received and 20% matching funds are budgeted in the FY22 Northport First Grant Match. **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 Councilwoman Dykes to adopt **Resolution 25-170 Authorizing the City Administrator to Execute an Agreement with Duncan Coker Associates for The Terraces at Northcreek Storm Drainage Repair.** There is a failing storm drainage structure owned by the City of Northport at the east side of The Terraces of Northcreek Phase I. The Engineering department has received a proposal from Duncan Coker Associates to provide design and engineering services to repair the failing storm drainage structure. **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 25-171 Authorizing the City Administrator to Execute Change Order No. 2 with WAR Construction, Inc. for the River Run Park at Northport Shore - Vertical Package.** WAR Construction Inc. submitted a change order request for a time extension of 26 calendar days due to rain days. The Engineering Department has reviewed and is in agreement with the change order request. There is no monetary impact with this change order request. **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 Councilwoman Dykes to adopt **Resolution 25-172 Ratifying the City Administrator's Execution of Change Order No. 1 with Video Industrial Services for the Summit Sinkhole Repair Project.** Ratify the City Administrator's execution of Change Order No. 1 with Video Industrial Services for the Summit Sinkhole Repair Project. The scope of the change order is to repair an 8" diameter sanitary sewer a joint wrap of a 24" storm drain, in the amount of \$18,572.00. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

CONSENT AGENDA

Motion by Councilman Wiggins, **Second** by Pro Tem Washington to approve the Consent Agenda **with the addition of the clarification of the August 18th minutes that the RRP Concession Contract will return to council** for the September 8, 2025, Council Meeting:

-
1. Minutes, August 18, 2025, Regular Meeting - Glenda Webb
 2. Minutes, September 2, 2025, Canvassing Election Results – Glenda Webb
 3. Bill Listing - Glenda Webb
 4. Purchase Requisition, GoTo Technologies for the renewal of professional services for licenses for cloud backups for workstations, MDM Management, and Mobile support in the amount of \$12,006.20.
 5. Purchase Requisition, On June 3, 2024, Item 9b7 was approved for a Master Agreement with Vision Security Technologies for cameras, equipment, labor, and licensing for a city-wide security project. Resolution 24-94 was approved, and PO#24-3681-R1 was issued, with an outstanding balance of \$103,738.93. This leaves a remaining balance of \$38,581.56 for this portion of the project.
 6. Purchase Requisition, Vision Security Technologies to upgrade our current licenses from Professional to Enterprise level in the amount of \$8,135.43.
 7. Purchase Requisition, reimbursement in the amount of \$72.00 to John Caleb Bigham for the cost of a drug screen and background check which is required by Alabama Fire College where Bigham is attending Paramedic school.
 8. Purchase Requisition, Jim House & Associates, Inc., in the amount of \$17,300.00, is to replace a backwash return pump at the Water Treatment Plant. The current pump is over 10 years old and has reached its useful lifespan. It needs to be replaced in order to continue normal operations at the plant.
 9. Purchase Requisition, Eco-Tech, Inc., in the amount of \$24,100.00, is to replace the chemical feed pumps at the Water Treatment Plant. The replacement of the pumps is part of the effort to standardize all water treatment chemical feed pumps and is being funded out of the Water Treatment Plant Chemical Feed Improvement Project.
 10. Purchase Requisition, employee reimbursement to reimburse John Caleb Bigham in the amount of \$44.00 for the cost of a polo needed for Paramedic school at Alabama Fire College.
 11. Purchase Requisition, USI Insurances Services in the amount of \$12,318.86 for River Run Park to the AMIC policy, and the Special Events policy for the Grand Opening.

REPORTS OF SPECIAL COMMITTEES OF COUNCIL

There were no reports.

PUBLIC HEARINGS

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

CITY ADMINISTRATOR’S BUSINESS

There was none.

DEPARTMENTAL BUSINESS

There was none.

MAYOR AND COUNCIL MEMBER’S BUSINESS

Mayor Hinton – No official business to discuss.

President Bobo, District 1 – Stated that she has received notification of water pressure changes in the mornings that she believes may be from the Main Ave Streetscape project. Also stated that River Run Park is not over budget. Mrs. Tubbs, City Engineer clarified that there are multiple funding sources for River Run Park and Northport Shore.

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

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

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

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

Motion by Councilwoman Dykes, **Second** by Councilman Wiggins to **adjourn the meeting into Executive Session** to discuss **Potential Litigation**. This session should take no longer than 15 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 **5:53 p.m.**

Council **reconvened** into **Regular Meeting** at **6:05 p.m.** with no action needed to be taken.

Motion by Councilwoman Dykes, **Second** by Councilman Wiggins to adjourn the meeting. Roll call was as follows: Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. Motion Carried Unanimously.
There being no further business to come before the Council, the meeting was **adjourned** at **6:05 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: September 22, 2025

SUBJECT: Bill Listing

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: x

Second Reading:

Prepared By: Stacey Beynon

Approved By: Glenda Webb

Summary:

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

Recommendation:

Recommendation that this request be passed.

Funding Source/GL Code:

Motion for Consideration:

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



City of Northport

Expense Approval Report

By (None)

Payment Dates 9/4/2025 - 9/16/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Thompson Engineering Inc	250502429	08/25/2025	CE&I Services - Watermelon R...	2,828.35
Alabama Power Company	1625017	09/09/2025	MLK_APCO Utility Relocation	39,180.10
Thompson Engineering Inc	250602424	08/25/2025	CE&I Services - Watermelon R...	2,275.96
Dominion Construction Co. Inc.	Downtown Sdwlk/Stspe Impr...	08/29/2025	Streetscape Phase III Construct...	226,254.18
Thompson Engineering Inc	250702425	08/25/2025	CE&I Services - Watermelon R...	2,073.66
TTL Inc.	2154548	09/02/2025	ALDOT Reimbursement	20,829.89
MLS Holdings LLC	INV0034323	08/29/2025	Rental Tax Refund	2,769.00
WiseOne Cleaning LLC	INV0034321	08/29/2025	BL Overpayment Refund	682.15
Bracelets by Peypey	INV0034322	08/29/2025	Sales Tax Refund	50.00
Empire Pipe and Supply Comp...	INV0034324	08/29/2025	Rental Tax Refund	295.82
Tamenko Green	INV0034369	09/02/2025	NPCC Security Deposit Refund...	100.00
Federico Castillo	INV0034370	09/02/2025	NPCC Security Deposit Refund...	100.00
MICKEY'S BACKHOE SERVICE I...	INV0034754	09/09/2025	ROW Refund ROW25-000040	725.00
				298,164.11
Department: 13 - Mayor & City Council				
Areli's Closet	INV0034306	08/29/2025	ADMIN - Dist Dev Funds	1,000.00
Department 13 - Mayor & City Council Total:				1,000.00
Department: 15 - Administrative				
Eatmybeats Inc.	87793	09/02/2025	August Groove & Grub Stage ...	4,275.00
Playground Outfitters	PH80947	08/28/2025	Tiger Park - Add'l Playground ...	750.00
USI Insurance Svc LLC Alabama	5617672	09/10/2025	Increase PIO & Update	2,765.00
Walmart	INV0034223	08/27/2025	Walmart	62.49
Walmart	INV0034214	08/27/2025	Walmart	13.13
Walmart	INV0034225	08/27/2025	Walmart	179.91
Walmart	INV0034221	08/27/2025	Walmart	239.88
Walmart	INV0034314	08/29/2025	Walmart	236.04
Walmart	INV0034312	08/29/2025	Walmart	266.96
Walmart	INV0034316	08/29/2025	Walmart	443.20
Walmart	INV0034310	08/29/2025	Walmart	56.72
USI Insurance Svc LLC Alabama	INV0034851	09/10/2025	*COUNCIL AGENDA 9/8/25* U...	12,318.86
Charlynda Lucious Jones	INV0033708	08/15/2025	2025 Election Worker - Absen...	150.00
Logo Station	25661	08/28/2025	T-Shirts for PW employees for...	418.00
J & J Telephone Inc.	73636RJ	08/27/2025	J&J Telephone Invoice 73636RJ	180.00
Stericycle Inc.	8011787011	09/08/2025	acct 1000280675	144.95
Cintas	4241256563	08/27/2025	Payer # 14353428	75.86
Walmart	INV0034217	08/27/2025	Walmart	250.19
Regions Bank	126064	09/08/2025	2021B GO Warrants Annual F...	1,925.00
Comcast Cable	INV0034683	09/08/2025	2001 Park St 8396 90 014 032...	257.90
Ellison's Tree Service	1345	08/29/2025	Tree Removal at Tiger Park	7,700.00
Focus on Senior Citizens	JUL25	08/29/2025	FOCUS July 25 Invoice	3,496.90
Focus on Senior Citizens	JUN25	08/29/2025	FOCUS June 25 Invoice	2,654.14
Amazon Capital Services	1TJ4-CTC7-3117	09/03/2025	Panels and Office Supplies	392.21
Rumsey Environmental	78000029W081	09/03/2025	Invoice-Rumsey Environmental	250.00
Regions Bank	INV0034377	09/02/2025	2021 B WARRANTS - Septemb...	48,668.63
Regions Bank	INV0034379	09/02/2025	2016 GF SERIES - September 2...	78,887.50
Love My Voice	INV0034463	09/03/2025	**RECUT** 8/23 Groove & Gr...	200.00
Amazon Capital Services	14TQ-1NQJ-3QK9	09/05/2025	Panels and Office Supplies	105.55
KPS Group Inc	228006-00-32	09/08/2025	BLANKET PO - KPS Group (Co...	601.90
National Fitness Campaign	INV-2056	09/09/2025	Fitness Court Vinyl Replaceme...	500.00
Olympia Sprinkler Installation ...	INV-19969c	09/09/2025	CH, Fire Station 1- annual fire ...	225.00
Cintas	4242735117	09/09/2025	Payer # 14353428	75.86
Department 15 - Administrative Total:				168,766.78

Expense Approval Report

Payment Dates: 9/4/2025 - 9/16/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Department: 17 - Municipal Court				
Paul W. Patterson II P.C.	14317	09/04/2025	2025 Law Conference CLE Fee	530.00
A T & T Mobility	287288439796X09062025cou...	09/09/2025	acct 287288439796	47.08
Christopher Edward Allen	INV0034299	08/29/2025	Special Judge 8/29/25	875.00
Andrew J Clay Law Firm	INV0034690	09/08/2025	August 2025	784.60
District Attorney Restitution R...	INV0034698	08/31/2025	August 2025	580.76
Alabama Comptroller's Office	INV0034689	09/08/2025	August 2025	28,355.96
Solicitor's Fund	INV0034691	09/08/2025	August 2025	7,639.42
Alabama Crime Victims Comp...	INV0034692	09/08/2025	August 2025	989.94
Alabama Peace Officer's Annui...	INV0034693	09/08/2025	August 2025	2,017.00
Circuit Clerk's Judicial Adminis...	INV0034694	09/08/2025	August 2025	976.85
Presiding Circuit Judges' Judici...	INV0034695	09/08/2025	August 2025	977.78
The Citizenship Trust Fund	INV0034696	09/08/2025	August 2025	453.50
State Judicial Administration F...	INV0034697	09/08/2025	August 2025	3,955.24
Janie Lee Mangeri Smith	INV0034865	09/10/2025	Special Prosecutor 9/3/25	625.00
Paul W. Patterson II P.C.	3322367751	09/04/2025	Hotel - Judge Patterson - Law ...	498.80
Department 17 - Municipal Court Total:				49,306.93
Department: 22 - Information Technology				
Vision Security Technologies	29572a	09/09/2025	COUNCIL - Capital Project - IT -...	38,581.56
Vision Security Technologies	29572b	09/09/2025	COUNCIL 6/3/24- Capital Proj...	94,703.79
GoTo Technologies USA	IN95AA1553398	09/09/2025	CONSENT - 9/8/25 - IT License...	12,006.20
Comcast Cable	248974968	08/26/2025	Acct 931094268	12,368.58
Comcast Cable	INV0034504	08/23/2025	5410 Hwy 69N 8396 90 014 0...	511.19
A T & T Mobility	287288439796X09062025it	09/09/2025	acct 287288439796	133.59
Vision Security Technologies	29802	08/28/2025	Capital Project -Connectivity f...	3,237.60
C Spire Business	0000693209-59	09/08/2025	ACCT 0000693209	5,540.00
New Horizons Communication...	C145992	09/03/2025	CORP-779914	135.11
Spectrum Business	INV0034654	09/08/2025	4900 MITT LARY RD 8314 10 2...	184.40
Comcast Cable	INV0034868	09/10/2025	3721 26th Ave OFC 8396 90 0...	351.91
Amazon Capital Services	1TTY-J31K-4V9R	09/11/2025	IT - Battery Backup Replacem...	78.95
Department 22 - Information Technology Total:				167,832.88
Department: 25 - Finance				
Logo Station	25691	08/29/2025	FIN- Teamwear	787.27
Northport Gazette The	INV0034677	09/08/2025	ord 2276 declaring 2026 Seve...	128.70
Department 25 - Finance Total:				915.97
Department: 26 - Human Resources				
DCH Occupational Medicine	00024536-00	08/04/2025	New Hire/Post Accident/Rand...	1,732.00
Phelps Jenkins Gibson & Fowl...	250	08/29/2025	Retainer Fee July 2025	1,600.00
Business Supply & Printing	6699	09/09/2025	Regular #10 Envelopes	59.00
Department 26 - Human Resources Total:				3,391.00
Department: 28 - Planning & Inspections				
Ervin's Workwear & Boots	220000144968	09/04/2025	Uniforms - Julie & Shaun	324.98
Lesro Industries Inc.	0379986	09/10/2025	PZBI Guest Chairs	1,827.00
Lesro Industries Inc.	0379986	09/10/2025	PZBI Guest Chairs	1,827.00
Sit on It Seating	3148104	08/27/2025	Desk Chairs - PZBI	702.62
Sit on It Seating	3148104	08/27/2025	Desk Chairs - PZBI	1,000.00
Logo Station	25692	09/03/2025	PZBI & ZBA - 5 Shirts Embroide...	40.00
Northport Gazette The	INV0034383	09/02/2025	PZC Agenda Ad - Run on 8/27	108.00
Amazon Capital Services	1MNJ-7R1N-3C99	08/28/2025	PZBI Amazon Order	621.54
A T & T Mobility	287288439796X09062025pz	09/09/2025	Acct 287288439796	45.19
Dell Inc	10833352378	09/02/2025	Computer - PZBI	1,874.10
Amazon Capital Services	1HHR-3D3D-1616	09/02/2025	PZBI Amazon - Supplies Order	276.00
Amazon Capital Services	1HHR-3D3D-1616	09/02/2025	PZBI Amazon - Supplies Order	472.58
Northport Gazette The	INV0034669	09/08/2025	Ordinance Ad - Subdivision Re...	41.40
Northport Gazette The	INV0034671	09/08/2025	Agenda Ad - PZC - Battle on M...	59.40
Northport Gazette The	INV0034673	09/08/2025	ord 2278 rezoning approx .12 ...	81.00
Northport Gazette The	INV0034675	09/08/2025	ord 2277 of approx 1 acre 104...	219.15
Northport Gazette The	INV0034680	09/08/2025	ord 2279 rezone approx 21.63...	81.00
Amazon Capital Services	1CW9-M1HV-Q1DV	09/08/2025	PZBI Amazon - Supplies Order	239.94

Expense Approval Report

Payment Dates: 9/4/2025 - 9/16/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Amazon Capital Services	1CW9-M1HV-Q1DV	09/08/2025	PZBI Amazon - Supplies Order	410.83
Amazon Capital Services	1XMV-H1CV-QC41	09/10/2025	PZBI Amazon - Supplies Order	514.97
Amazon Capital Services	1XMV-H1CV-QC41	09/10/2025	PZBI Amazon - Supplies Order	881.75
Department 28 - Planning & Inspections Total:				11,648.45

Department: 32 - Engineering

Thompson Engineering Inc	250502429	08/25/2025	CE&I Services - Watermelon R...	707.09
Alabama Power Company	1625017	09/09/2025	MLK_APCO Utility Relocation	156,720.36
Thompson Engineering Inc	250602424	08/25/2025	CE&I Services - Watermelon R...	568.99
Alabama Graphics & Engineer...	2207538-IN	08/28/2025	Plotter Supplies	1,470.48
Thompson Engineering Inc	250702425	08/25/2025	CE&I Services - Watermelon R...	518.41
Thompson Engineering Inc	250702472	08/25/2025	MLK Roadway - CE&I	65,793.20
Thompson Engineering Inc	250702694a	08/25/2025	2024 Resurfacing Engineering	4,439.64
Thompson Engineering Inc	250702694a	08/25/2025	2024 Resurfacing Engineering	843.76
Thompson Engineering Inc	250702694b	08/25/2025	2024 Resurfacing Amendment...	58,080.00
Department 32 - Engineering Total:				289,141.93

Department: 33 - Police

Alabama Law Enforcement Ag...	ALEA25000476	08/29/2025	L.E.T.S Access 25000476	3,555.00
DCH Occupational Medicine	00024536-00	08/04/2025	New Hire/Post Accident/Rand...	936.11
Southern Tire Mart LLC	2090093910	09/02/2025	PD #423- tires	708.88
Fred Robertson Wrecker Servi...	B57108-1	09/08/2025	Local towing for PD vehicles as..	125.00
Northport Auto Supply Co. Inc.	100971951	09/08/2025	CREDIT INV 100969033	-388.69
Brian Prince Transmissions Inc	INV0034523	08/12/2025	PD #451- transmission rebuild	3,900.00
J.T. & Company Inc.	24351	08/20/2025	Shipping Charge	1,050.00
Galls LLC	032300621	09/04/2025	Traffic Uniforms - Elder	76.50
Tuscaloosa Tire & Service Cen...	N294951	09/10/2025	PD- new tires & alignments (bl...	279.06
Staples Business Advantage	6040539791	08/29/2025	CID - Office Supplies	480.10
Tuscaloosa Tire & Service Cen...	N294981	09/04/2025	PD- new tires & alignments (bl...	613.44
Northport Auto Supply Co. Inc.	100973471	09/02/2025	PD #0499 - front & rear brake ...	778.38
Tuscaloosa County Commission	0686	09/04/2025	Decedent Transportation	1,405.00
Mobile Communications Amer...	1023000140-1	09/10/2025	PD #452 - lightbar repair servi...	350.00
A T & T Mobility	287288439796X09062025pd	09/09/2025	Acct 287288439796	2,879.29
OffenderWatch	65351	09/10/2025	Community Notification delive...	365.82
Spire	INV0034665	09/08/2025	3721 26TH AVE 1177523333	21.95
Ricks Service Co LLC	250820-MST-KC	09/03/2025	PD Martin Spur Tower- replace..	579.50
Pro-Vision LLC	SMX-25340	09/08/2025	SMX-25340 - storage	3,250.00
Global HR Research LLC	20259-96327	09/03/2025	New Hire Background Checks	43.04
Blue Water Vinyl and Gift Supp..2		09/10/2025	Embroidery for traffic shirts	388.00
Northport Auto Supply Co. Inc.	100977544	09/09/2025	PD #9755- brakes & rotors	318.26
Northport Auto Supply Co. Inc.	100978821	09/09/2025	Preventive Maintenance - as ...	36.60
Cummins Mid-South LLC	C2-250932177	09/04/2025	PD- generator preventative m...	1,086.03
Tuscaloosa Tire & Service Cen...	N295122	09/04/2025	PD- new tires & alignments (bl...	286.72
Galls LLC	032346143	09/04/2025	Traffic Uniforms - Elder	306.00
Lowe's Home Centers Inc.	76530	09/09/2025	PD Courtroom - screws to repa..	14.23
Olympia Sprinkler Installation ...	INV-19969a	09/09/2025	PD- annual fire sprinkler inspe...	225.00
My Gun Shop	INV0034847	09/10/2025	Troy Industries Patrol Rifle TPR..	1,095.00
Department 33 - Police Total:				24,764.22

Department: 35 - Fire

Alabama Fire College Booksto...	102793	09/08/2025	Hazmat Book	431.80
Fleetpride Inc.	126252389	09/05/2025	FD Engine #4- quick release br...	17.09
TRUCKWORX HOLDING CO INC	1130200916.C	08/14/2025	FD Rescue #4 - batteries	41.04
Sequel Electrical Supply	930743031	09/04/2025	FD Station #4- gang plate cove...	8.40
Northport Auto Supply Co. Inc.	100964993	09/10/2025	FD #22- fuel filter	36.68
Sign Pro of Tuscaloosa LLC	2896	09/09/2025	Vehicle Decals - Medical 1	30.00
Tuskaloosa Lawn Equipment L...	288757	09/08/2025	Lawnmower Part - St. 2	11.68
Northport Auto Supply Co. Inc.	100970378	08/21/2025	FD T22- filter	23.72
TRUCKWORX HOLDING CO INC	1140113118.02	08/28/2025	*AGENDA* Engine 4 Repairs	6,364.15
John Caleb Bigham	103826	09/03/2025	*AGENDA* Employee Reimbu...	44.00
TRUCKWORX HOLDING CO INC	1140113251	08/28/2025	FD Engine #4- aftertreatment ...	1,413.66
Spire	INV0034176	08/26/2025	12301 Mitt Lary Rd 786355555	61.51

Expense Approval Report

Payment Dates: 9/4/2025 - 9/16/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Wittichen Supply Co. Inc.	S105383137.001	08/22/2025	FD replacement air filters (qua...	57.24
Wittichen Supply Co. Inc.	S105407938.001	08/22/2025	FD Station #1- replacement H...	128.28
Amazon Capital Services	14GX-3367-H9GX	08/25/2025	Office Supplies	101.34
Henry Schein Inc.	45911897	08/25/2025	Medical Supplies	1,672.23
Teleflex Medical Inc	9510443596	08/26/2025	Medical Supplies	1,665.00
John Caleb Bigham	INV0034157	08/25/2025	*AGENDA* Employee reimbur...	72.00
One Source Office Products LLC	OE-QT-7590-1	08/25/2025	Station 1	204.78
One Source Office Products LLC	OE-QT-7590-1	08/25/2025	Station 2	66.40
One Source Office Products LLC	OE-QT-7590-1	08/25/2025	Station 3	294.07
One Source Office Products LLC	OE-QT-7590-1	08/25/2025	Station 4	129.45
Sunbelt Fire Inc.	00029945	09/03/2025	FD T22- AC evaporator	1,324.11
Alabama Fire College	10059	08/26/2025	Anatomy and Physiology - J. Bi...	300.00
Zoll Medical Corporation	4312765	09/08/2025	Eleguard Pods	1,520.00
Award Company of America L...	64089	08/26/2025	Promo Items for events	1,342.00
Appliance Parts Inc.	752335	09/08/2025	FD Station #4- dryer element, ...	64.60
Walmart	INV0034290	08/28/2025	Storage Organizers - Rescue 1	94.46
Northport Auto Supply Co. Inc.	100977201	09/02/2025	FD Engine #6- filters	33.96
Spire	INV0034505	08/27/2025	5410 Hwy 69N 8439444444	110.53
Spire	INV0034506	08/27/2025	1101 MLK Jr Blvd 5305862222	52.01
Alabama Fire College	10069a	08/29/2025	Paramedic National Registry R...	150.00
Alabama Fire College	10069b	08/29/2025	Paramedic National Registry R...	150.00
Spiller Furninture & Mattress	15164026	09/09/2025	Mattresses for Station 3	2,345.00
A T & T Mobility	287288439796X09062025fd	09/09/2025	acct 287288439796	82.75
Grainger Inc.	9623926129	09/03/2025	FD Station #3-replace shower...	42.78
Tuscaloosa County License C...	INV0034283	08/28/2025	FD Rescue 1- vehicle title	18.00
Ricks Service Co LLC	250825-FS3-KC	08/29/2025	Fire Station #3- generator repa..	657.83
Paint Spot	N0315552	09/02/2025	FD Station #4- paint	48.99
Atlas Welding Supply Co. Inc.	669697	09/08/2025	*BLANKET* Refill oxygen, misc...	79.06
ESO Solutions Inc.	ESO-176530	09/09/2025	*AGENDA* ESO Solutions Con...	15,308.15
Frazer Ltd.	102245	09/03/2025	FD Rescue #3- generator	2,708.24
KDL Sales Inc.	5335	09/03/2025	Black pullover - K. Hamner	285.00
KDL Sales Inc.	5336	09/03/2025	Black pullover - K. Camp	95.00
CLARION EVENTS INC	CIV00401057	09/04/2025	*AGENDA* Fire Engineering T...	7,070.00
Thompson Tractor Co. Inc	TTC1-1263522	09/10/2025	FD Station #4 - generator repa...	505.56
Grainger Inc.	9630710748	09/09/2025	FD Station #4- replace rusted ...	63.96
Central Alabama Training Solut..	17049568	09/08/2025	Equipment for Rescue 1	1,399.00
Lowe's Home Centers Inc.	76525	09/10/2025	FD Station #4- seal exterior wa...	58.40
Wittichen Supply Co. Inc.	S105445669.001	09/08/2025	FD Station #3 - HVAC filters (q...	55.20
Wittichen Supply Co. Inc.	S105445677.001	09/08/2025	FD Station #2- filters & belts f...	255.84
Olympia Sprinkler Installation ...	INV-19969b	09/09/2025	FD Station 2, 3- annual fire spr...	225.00
Olympia Sprinkler Installation ...	INV-19969b	09/09/2025	FD Station 2, 3- annual fire spr...	225.00
Amazon Capital Services	1L3L-DQTL-YP4M	09/08/2025	Gym Shorts	760.00
Frazer Ltd.	102351	09/10/2025	FD Rescue #1- shock mounts	37.16
Central Alabama Training Solut..	17049575	09/09/2025	FF Gloves	1,050.00
Central Alabama Training Solut..	17049576	09/09/2025	FF Helmets	742.00
Central Alabama Training Solut..	17049577	09/09/2025	Hose	869.00
Central Alabama Training Solut..	17049578	09/09/2025	Halyard Rope - E4	60.00
Central Alabama Training Solut..	17049579	09/09/2025	Technical Rescue Equipment	2,499.00
Central Alabama Training Solut..	17049580	09/09/2025	Equipment for Rescue 1	463.00
Central Alabama Training Solut..	17049581	09/09/2025	Turn Out Gear - Keiton Camp	2,895.00
Central Alabama Training Solut..	17049582	09/09/2025	Intake Valve - E3	2,495.00
Central Alabama Training Solut..	17049583	09/09/2025	*AGENDA* Three sets of turn ...	8,085.00
Business Supply & Printing	6696	09/09/2025	Business Cards - Nick Grandol...	34.50
Mason Sessoms	INV0034741	09/09/2025	*AGENDA* Employee Reimbu...	175.00
William E. Crawford MD LLC	INV0034770	09/09/2025	*AGENDA* Dr. Crawford Cont...	12,000.00
Central Alabama Training Solut..	17049596	09/10/2025	Equipment for Rescue 1	994.00
Department 35 - Fire Total:				82,703.61
Department: 37 - Public Works				
DCH Occupational Medicine	00024536-00	08/04/2025	New Hire/Post Accident/Rand...	585.00
TRUCKWORX HOLDING CO INC	1130200225	09/04/2025	Po 25-3252	391.90

Expense Approval Report

Payment Dates: 9/4/2025 - 9/16/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
TRUCKWORX HOLDING CO INC	1130201662	09/02/2025	PW #4484 - compressor seal kit	652.62
Vision Security Technologies	29572b	09/09/2025	COUNCIL 6/3/24- Capital Proj...	9,035.14
Alabama Dept of Transportati...	SWA011183	09/09/2025	Traffic detection camera work ..	769.97
Northport Auto Supply Co. Inc.	100969994	09/09/2025	PW #0139- pressure sensor	58.65
Northport Auto Supply Co. Inc.	100969994b	09/09/2025	PW- parts for light duty vehicl...	53.95
Northport Auto Supply Co. Inc.	100970228	09/10/2025	PW #2244- JB Weld, Epoxy	8.39
Northport Auto Supply Co. Inc.	100970230	09/10/2025	PW #2244- JB Weld, Epoxy	5.77
ST Bunn Construction Co. Inc.	16242	09/08/2025	Construction - as needed asph...	439.29
Samsara Inc	CI_62995	09/08/2025	PW monthly Fleet tracking ser...	1,928.61
Tuscaloosa Tire & Service Cen...	N294734	09/09/2025	PW #2244 - labor to mount & ...	35.00
TRUCKWORX HOLDING CO INC	1130204051	09/02/2025	RECEIVER DRYER-AC OUTBOA...	-636.14
ST Bunn Construction Co. Inc.	16271	09/08/2025	Construction - as needed asph...	257.54
Northport Auto Supply Co. Inc.	100973339	09/10/2025	TYPE 30/30 SEALED SPR	64.98
Northport Auto Supply Co. Inc.	100973341	09/10/2025	TYPE 30/30 SEALED SPR M Pur...	-64.98
ST Bunn Construction Co. Inc.	16298	09/08/2025	Construction - as needed asph...	345.56
Sunsouth LLC	5281358	08/26/2025	PW #2244- fuel tank	1,512.17
Sequel Electrical Supply	930961744	08/20/2025	PW Inventory Building- halo li...	1,120.68
ST Bunn Construction Co. Inc.	16300	09/08/2025	Construction - as needed asph...	94.54
ST Bunn Construction Co. Inc.	16306	09/08/2025	Construction - as needed asph...	122.25
Spire	INV0034171	08/26/2025	1781 Harper Rd 7173423333	17.20
Wright Exercise	INV-2305	08/22/2025	PW Gym - weight bench & spr...	791.18
Northport Auto Supply Co. Inc.	100976467	09/09/2025	PW #1627 - pipe fitting for hy...	5.11
Davis Materials Inc	13253	09/03/2025	Construction Supplies- 57 sto...	2,669.01
Davis Materials Inc	13254	09/03/2025	Construction Supplies- 825b c...	4,209.60
Southland International Trucks..	03C1358699	08/26/2025	PW #6115 - coolant temp sen...	45.50
Northport Auto Supply Co. Inc.	100976060	09/03/2025	PW #1390- fuel cap	6.15
Northport Auto Supply Co. Inc.	100976066	09/03/2025	PW #4189- brake chamber	64.98
Northport Auto Supply Co. Inc.	100976714	09/03/2025	PW- parts for light duty vehicl...	22.04
TRUCKWORX HOLDING CO INC	1130205034	08/28/2025	PW #2370 - headlight & turn s...	225.93
Tuskaloosa Lawn Equipment L...	291337	08/28/2025	PW Shop- mower & small eng...	251.98
Stivers Ford	57500	09/09/2025	PW #4270- brake hydroboost	297.81
Ready Mix USA LLC	9452343385	08/28/2025	Construction - as needed conc...	669.60
TRUCKWORX HOLDING CO INC	1130205014	09/10/2025	PW #2370 - turn signal assembl...	418.04
TRUCKWORX HOLDING CO INC	1130205153	09/09/2025	PW #4188- headlight plug har...	46.82
ST Bunn Construction Co. Inc.	16326	09/08/2025	Construction - as needed asph...	423.80
Fred Robertson Wrecker Servi...	B57570-1	09/10/2025	Local towing for PW vehicles a...	225.00
Southland International Trucks..	03C1358741	09/03/2025	PW #7261- EGR tube, rocker s...	1,013.95
Ervin's Workwear & Boots	220000147450	09/02/2025	COUNCIL APPROVED (1/6/25) -..	179.96
Ervin's Workwear & Boots	220000147482	09/02/2025	RUGGED FLEX RIGBY DUNGAR...	-36.00
Ervin's Workwear & Boots	220000147502	09/02/2025	COUNCIL APPROVED (1/6/25) -..	143.96
Ervin's Workwear & Boots	220000147503	09/02/2025	COUNCIL APPROVED (1/6/25) -..	143.96
Tuskaloosa Lawn Equipment L...	291619	08/28/2025	PW Supplies (multiple depts.)-...	50.00
Tuskaloosa Lawn Equipment L...	291619	08/28/2025	PW Supplies (multiple depts.)-...	200.00
Harbor Freight Tools	563382	08/28/2025	Beautification Supplies- flap di...	98.67
McFarland Ace Hardware	5956/2	08/28/2025	PW Construction - propane for..	20.94
Business Supply & Printing	6678	08/28/2025	PW Printing- tags for Public Se...	702.80
Grainger Inc.	9623437101	08/28/2025	Maintenance- relocate shop t...	209.58
Harbor Freight Tools	INV0034295	08/28/2025	Credit	-108.54
Harbor Freight Tools	INV0034296	08/28/2025	Credit Rec'd	108.54
One Source Office Products LLC	OE-QT-7575-2	09/02/2025	Personal Safety Supplies- rub...	2.66
One Source Office Products LLC	OE-QT-7575-2	09/02/2025	Personal Safety Supplies- rub...	3.55
One Source Office Products LLC	OE-QT-7575-2	09/02/2025	Personal Safety Supplies- rub...	13.31
One Source Office Products LLC	OE-QT-7575-2	09/02/2025	Personal Safety Supplies- rub...	15.09
One Source Office Products LLC	OE-QT-7575-2	09/02/2025	Personal Safety Supplies- rub...	2.66
One Source Office Products LLC	OE-QT-7575-2	09/02/2025	Personal Safety Supplies- rub...	17.75
One Source Office Products LLC	OE-QT-7575-2	09/02/2025	Personal Safety Supplies- rub...	2.66
One Source Office Products LLC	OE-QT-7575-2	09/02/2025	Personal Safety Supplies- rub...	15.09
One Source Office Products LLC	OE-QT-7575-2	09/02/2025	Personal Safety Supplies- rub...	1.78
One Source Office Products LLC	OE-QT-7575-2	09/02/2025	Personal Safety Supplies- rub...	14.20
Southland International Trucks..	03C1358808	08/29/2025	PW #1627- coolant tank & cap	478.41

Expense Approval Report

Payment Dates: 9/4/2025 - 9/16/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Southland International Trucks..	03CI358858	09/03/2025	PW #9487- brake chambers &...	276.16
Edko LLC	373195	09/09/2025	COUNCIL APPROVED (4/7/25) -..	3,750.00
Edko LLC	373196	09/09/2025	COUNCIL APPROVED (4/7/25) -..	8,500.00
Amazon Capital Services	1KPC-GFXQ-174W	08/30/2025	PW #6377, 6376, 6379, 1798- ...	22.99
Amazon Capital Services	1KPC-GFXQ-174W	08/30/2025	PW #6377, 6376, 6379, 1798- ...	6.42
Amazon Capital Services	1ML6-4H37-PJ94	09/01/2025	Beautification Supplies- irrigat...	24.29
Amazon Capital Services	1X6H-Y4P4-QKW7	09/01/2025	Maintenance- privacy screens ...	227.94
Global HR Research LLC	20259-96327	09/03/2025	New Hire Background Checks	1,424.59
Southland International Trucks..	03CI358897	09/03/2025	PW #6714 - air dryer	138.16
Northport Auto Supply Co. Inc.	100978528	09/09/2025	PW #6714 - air line fittings	76.84
Black Warrior Solid Waste	20250902-0250-10050	09/04/2025	Acct 34	33,241.92
Ervin's Workwear & Boots	220000148075	09/03/2025	COUNCIL APPROVED (1/6/25) -..	143.96
Todd Shirley Grading Inc.	6246	09/08/2025	Construction Supplies- fill dirt	2,632.00
Lowe's Home Centers Inc.	99054	09/02/2025	Beautification Supplies- irrigat...	28.44
Coker Water Authority	INV0034380	09/02/2025	Raw Water 7/23-8/21/25	187.12
Ander's Hardware Co. Inc.	N1286334	09/02/2025	Auxiliary Supplies- keys for co...	5.98
TRUCKWORX HOLDING CO INC	1130205787	09/04/2025	PO 25-3252 Credit	-391.90
Cintas	4242050810	09/03/2025	Payer # 14385499	26.83
Lowe's Home Centers Inc.	72076	09/09/2025	flowers for downtown planters	261.30
Lowe's Home Centers Inc.	72199	09/09/2025	flowers for downtown planters	45.00
Lowe's Home Centers Inc.	72509	09/09/2025	flowers for downtown planters	23.75
One Source Office Products LLC	OE-QT-7619-1	09/04/2025	Janitorial Supplies - as needed ..	318.87
One Source Office Products LLC	OE-QT-7622-1	09/04/2025	PW- Supplies for CH (Septemb...	527.17
One Source Office Products LLC	OE-QT-7623-1	09/04/2025	Janitorial Supplies - as needed ..	424.87
One Source Office Products LLC	OE-QT-7625-1	09/04/2025	Janitorial Supplies - as needed ..	155.97
One Source Office Products LLC	OE-QT-7626-1	09/04/2025	Janitorial Supplies - as needed ..	131.86
One Source Office Products LLC	OE-QT-7627-1	09/04/2025	Janitorial Supplies - as needed ..	67.27
Coblentz Equipment & Parts C...	104686	09/09/2025	PW #5062 -AC parts	227.32
Lowe's Home Centers Inc.	73709	09/04/2025	PW Hand Tools (multiple dept...	31.64
Lowe's Home Centers Inc.	73709	09/04/2025	PW Hand Tools (multiple dept...	31.65
Lowe's Home Centers Inc.	73709	09/04/2025	PW Hand Tools (multiple dept...	31.63
Lowe's Home Centers Inc.	74258	09/10/2025	Beautification Supplies- irrigat...	23.52
Ander's Hardware Co. Inc.	N1286633	09/09/2025	Traffic Supplies- nuts & bolts f...	302.85
Ervin's Workwear & Boots	220000148546	09/09/2025	COUNCIL APPROVED (1/6/25) -..	143.96
Tuscaloosa Farmers Cooperati...	1604629	09/09/2025	Construction Supplies - grass s...	120.00
Tuskaloosa Lawn Equipment L...	292486	09/09/2025	PW Supplies (multiple depts.)-...	42.03
Tuskaloosa Lawn Equipment L...	292486	09/09/2025	PW Supplies (multiple depts.)-...	16.35
Tuskaloosa Lawn Equipment L...	292486	09/09/2025	PW Supplies (multiple depts.)-...	175.14
Randall Denney	INV0034700	09/08/2025	Reimbursement - CDL Class B ...	66.25
One Source Office Products LLC	OE-QT-7623-2	09/09/2025	Janitorial Supplies - as needed ..	76.08
Northport Auto Supply Co. Inc.	100978729	09/10/2025	PW #6715- alternator & fuse ...	291.47
TRUCKWORX HOLDING CO INC	1130206264	09/10/2025	PW #4188 - NOX sensor	538.72
Amazon Capital Services	1GML-HWC3-KPLT	09/09/2025	PW #6377, 6376, 6379, 1798- ...	11.13
Amazon Capital Services	1GML-HWC3-KPLT	09/09/2025	PW #6377, 6376, 6379, 1798- ...	3.11
Cintas	4242741687	09/09/2025	Payer # 14385499	26.83
Northport Auto Supply Co. Inc.	100977716	09/10/2025	PW #1627- AC condenser, val...	538.12
TRUCKWORX HOLDING CO INC	1130206363	09/10/2025	Credit Inv 1130205014	-404.22

Department 37 - Public Works Total: 85,037.00

Department: 39 - Utilities

A-Alpha Plumbing Inc.	005830	09/03/2025	Sewer Work at WWTP	1,875.00
Environmental Resource Assoc..	117692	09/04/2025	QA & QC Lab Test for WWTP	1,749.59
Electric Machine Control Inc.	INV-0349	09/04/2025	Troubleshoot PS #2 Controller	900.00
CSL Services Inc.	25-02	09/02/2025	Townes of North Lake Study	5,940.00
Black Warrior Solid Waste	20250801-0249-10051	08/05/2025	Acct 35	9,079.68
Ryan Metalworx Inc	1669	09/02/2025	Pole Gate for Beacon Place PS	1,650.00
Lowe's Home Centers Inc.	72675	09/02/2025	Mailbox Repair at 8205 Lake S...	58.87
Spectrum Business	138295201082125	09/02/2025	11405 Lary Lake Rd 138295201	100.00
Comcast Cable	INV0034509	08/21/2025	3950 3rd St S 8396 90 014 01...	341.55
Northport Auto Supply Co. Inc.	100969984	09/05/2025	Meter Truck #5413 Timing Cha..	531.59
Northport Auto Supply Co. Inc.	100975420	09/02/2025	WTP Truck #1834 Brakes & Air...	200.17

Expense Approval Report

Payment Dates: 9/4/2025 - 9/16/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Southern Pipe & Supply	10195817-00	08/25/2025	Tracer Wire 12 Gauge	225.00
Masterman's LLP	1102874798	08/27/2025	Safety Glasses	48.89
Masterman's LLP	1102874798	08/27/2025	Safety Glasses	33.24
Hach	14644706	08/26/2025	Blanket - Lab Supplies for WTP	1,259.06
Merrell Bro. Inc.	49004	09/04/2025	Council Approved - WTP Proce...	238,803.00
Urethane Specialties Inc.	44911	08/28/2025	Aeration Bridge #1 Wheel Ret...	1,989.75
Northport Gazette The	INV0034540	09/03/2025	Bid Advertisement for Vineyar...	532.35
Regions Bank	126063	09/08/2025	2021A GO Warrants Annual F...	1,750.00
Regions Bank	126063	09/08/2025	2021A GO Warrants Annual F...	175.00
Hach	14649287	08/28/2025	Blanket - Lab Supplies for WTP	90.38
Warrior Waste Services LLC	I13170	08/29/2025	AGENDA (7/7/25) - Sludge Hau..	200.00
Batteries Plus #239	P85106926	08/28/2025	Batteries for Auto Flushers	119.70
Warrior Waste Services LLC	I13197	09/02/2025	AGENDA (7/7/25) - Sludge Hau..	200.00
Warrior Waste Services LLC	I13198	09/02/2025	AGENDA (7/7/25) - Sludge Hau..	200.00
Tuscaloosa Tire & Service Cen...	N295074	08/29/2025	Meter Truck #5416 Tires	598.67
Cassady Company Inc The	Proj 20-135 Inv 48	09/04/2025	Hwy 82 PS - Cassady TOD#2	17,979.60
Cassady Company Inc The	Proj 23-130 Inv 9	08/29/2025	Council Approved - Sewer PS ...	2,625.00
Cassady Company Inc The	Proj 25-117 Inv 3	09/04/2025	SRF Application Preparation	873.70
CivilCON LLC	Contract A PS Inv 7	09/04/2025	Hwy 82 PS Contract A	238,332.87
Warrior Waste Services LLC	I13396	09/04/2025	AGENDA (7/7/25) - Sludge Hau..	92.97
Spectrum Business	229584701090125	09/08/2025	ACCT 229584701	84.66
Northport Auto Supply Co. Inc.	100978646	09/02/2025	Case of Grease for Mini Ex #5...	62.90
Unifirst Corporation	1630485652	09/02/2025	Blanket - Utilities Dept. Unifo...	222.03
Unifirst Corporation	1630486385	09/02/2025	Blanket - Utilities Dept. Unifo...	235.15
Garver LLC	2300207-3	09/08/2025	Council Approved - WWTP Ma...	56,433.45
Warrior Waste Services LLC	I13212	09/04/2025	AGENDA (7/7/25) - Sludge Hau..	200.00
Regions Bank	INV0034375	09/02/2025	2021 A WARRANTS - Septemb...	16,779.00
Regions Bank	INV0034376	09/02/2025	2021 A WARRANTS - Septemb...	144,337.67
Regions Bank	INV0034378	09/02/2025	2016 WS SERIES - September ...	26,212.50
City of Tuscaloosa Water & S...	11384249	09/03/2025	RAW WATER/NORTHPORT 6/...	36,445.81
City of Tuscaloosa Water & S...	11435964	09/03/2025	RAW WATER/NORTHPORT 7/...	36,448.77
Cintas	4242050869	09/03/2025	Payer # 14385564	27.89
Civil Worx Construction LLC	4417	09/03/2025	Asphalt Repair on Bethabara ...	3,650.00
Civil Worx Construction LLC	4418	09/03/2025	Asphalt Repair at 3204 Ontario..	3,250.00
Warrior Waste Services LLC	I13213	09/04/2025	AGENDA (7/7/25) - Sludge Hau..	200.00
Ander's Hardware Co. Inc.	N1286423	09/04/2025	Blanket - Misc. Supplies for W...	19.98
Empire Pipe and Supply Comp...	2214982	09/08/2025	3" Water Meter	2,600.00
Lowe's Home Centers Inc.	73811	09/04/2025	Blanket - Misc. Supplies for Dis..	85.44
Lowe's Home Centers Inc.	73843	09/04/2025	Water Hoses	47.46
Lowe's Home Centers Inc.	74896	09/04/2025	Water Hoses	23.73
DSL Electric Inc.	DSL6224325	09/04/2025	WWTP Rake Motor Reversing ...	1,572.97
Warrior Waste Services LLC	I14232	09/08/2025	AGENDA (7/7/25) - Sludge Hau..	200.00
Warrior Waste Services LLC	I14233	09/08/2025	AGENDA (7/7/25) - Sludge Hau..	200.00
Ander's Hardware Co. Inc.	N1286804	09/08/2025	Blanket - Misc. Supplies for W...	43.96
Department 39 - Utilities Total:				857,939.00

Department: 40 - Williamson Cemetery

HudCo Landscape and Irrigati... 43	08/11/2025	COUNCIL APPROVED (3/20/23)..	2,222.22
Department 40 - Williamson Cemetery Total:			2,222.22

Department: 45 - 2019 Additional Sales Tax

Alabama Power Company	46EN25	09/09/2025	Park Lighting	16,491.07
Dominion Construction Co. Inc.	Downtown Sdwlk/Stspe Impr...	08/29/2025	Streetscape Phase III Construct..	170,333.39
TTL Inc.	2154546	08/13/2025	Streetscape Phase III - CE&I	24,741.80
TTL Inc.	2154548	09/02/2025	5th Street Improvements	5,207.47
Thompson Engineering Inc	250702647	08/29/2025	Hwy 43/Hwy 69 Connector PE	22,816.00
Thompson Engineering Inc	250702696	08/25/2025	Dirt Road Infra Engineering	3,306.00
TTL Inc.	2154727	09/02/2025	Amendment No. 3 - TTL - Spor...	75,931.00
Cassady Company Inc The	Proj 25-114 Inv 2	09/04/2025	Hwy 69/Mitt Lary Utility Reloc...	5,957.50
Regions Bank	INV0034374	09/02/2025	2023 GF SERIES - September 2...	231,700.63
Infomedia Inc	390802	09/03/2025	Website Development - Econ....	10,875.00

Expense Approval Report

Payment Dates: 9/4/2025 - 9/16/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
STANLEY PASTEUR	INV0034684	09/08/2025	Pasteur Construction Demo - ...	3,900.00
Department 45 - 2019 Additional Sales Tax Total:				571,259.86
Department: 46 - Parks & Recreation				
Playground Outfitters	PH81005	08/27/2025	Replace ADA Swing at UCP Pla...	774.00
SNAP Sports Tourism Consulti...	INV0034461	09/03/2025	SNAP Monthly Consulting Fee	340.92
One Source Office Products LLC	OE-QT-7624-1	09/04/2025	Janitorial Supplies	69.40
Department 46 - Parks & Recreation Total:				1,184.32
Grand Total:				2,615,278.28

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	1,698,415.52
19 - GASOLINE EXCISE TAX FUND	58,923.76
50 - WATER & SEWER FUND	840,985.00
51 - WATER & SEWER DEVELOPMENT FEES FUND	16,954.00
Grand Total:	2,615,278.28

Account Summary

Account Number	Account Name	Payment Amount
01-10152	Accounts Receivable-AL...	293,442.14
01-13-100-50245	Development Funds - M...	1,000.00
01-15-000-50175	Sundry Expense	144.95
01-15-000-50210	Professional Services	6,581.04
01-15-000-50250	Community Events	7,139.28
01-15-000-50350	Insurance - General Fund	15,083.86
01-15-000-50354	Election Expenses	150.00
01-15-000-50357	Janitorial Contracts - City...	151.72
01-15-000-50371	Maintenance - Facilities	225.00
01-15-000-50570	Northport Community C...	257.90
01-15-600-70008	Series 2016 Warrants	78,887.50
01-15-600-70010	Series 2021 B Warrants	50,593.63
01-15-600-80001	Infrastructure	601.90
01-15-600-80008	Tiger Park	8,950.00
01-17-000-50312	Cell Phones	47.08
01-17-000-50373	Judicial Services - Court ...	1,500.00
01-17-000-50400	Training	530.00
01-17-000-50421	Lodging	498.80
01-17-000-50499	State & County Court Co...	46,731.05
01-20010	Bond Liabilities	725.00
01-21007	Security Deposits	200.00
01-22-000-50106	Office Equipment	78.95
01-22-000-50111	Software - License & Ma...	12,006.20
01-22-000-50312	Cell Phones	133.59
01-22-000-50348	Utilities - Internet	19,091.19
01-22-600-80000	Equipment	136,522.95
01-25-000-50112	Advertising	128.70
01-25-000-50289	Non-Uniform Shirts and ...	787.27
01-26-000-50105	Office Supplies	59.00
01-26-000-50267	Personnel Legal Expenses	1,600.00
01-26-000-50340	Drug Testing - Random	1,732.00
01-28-000-50105	Office Supplies	1,652.45
01-28-000-50106	Office Equipment	702.62
01-28-000-50107	Office Furniture	2,827.00
01-28-000-50283	Uniforms	364.98
01-28-000-50312	Cell Phones	45.19
01-28-000-50400	Training	5,466.26
01-28-116-50112	Advertising - Planning C...	589.95
01-32-000-50105	Office Supplies	1,470.48
01-32-600-80001	Infrastructure	4,439.64
01-32-600-81003	MPO - Watermelon Road	1,794.49
01-32-600-81007	MLK Improvements	222,513.56
01-33-000-50010	Hiring & Recruitment Ex...	979.15
01-33-000-50101	Subscriptions	365.82
01-33-000-50105	Office Supplies	480.10
01-33-000-50111	Software - License & Ma...	3,250.00
01-33-000-50218	A.C.J.I.C. Computer - L.E...	3,555.00
01-33-000-50283	Uniforms	770.50
01-33-000-50312	Cell Phones	2,879.29

Account Summary

Account Number	Account Name	Payment Amount
01-33-000-50361	Maintenance - Public Saf...	1,311.03
01-33-000-50367	Maintenance & Repair - ...	7,007.65
01-33-000-50378	Tactical Unit Gear	2,145.00
01-33-000-50382	Repair - Public Safety C...	593.73
01-33-000-50515	Decedent Transport	1,405.00
01-33-000-50522	Utilities - Natural Gas	21.95
01-35-210-50104	Printing & Duplication	34.50
01-35-210-50105	Office Supplies	101.34
01-35-210-50111	Software - License & Ma...	22,378.15
01-35-210-50211	Professional Medical Ser...	12,000.00
01-35-210-50231	Fire Prevention & Educat...	1,342.00
01-35-210-50262	Hose and Hose Equipme...	869.00
01-35-210-50281	Non-Uniform Clothing	760.00
01-35-210-50283	Uniforms	380.00
01-35-210-50297	Turn Out Gear	12,772.00
01-35-210-50312	Cell Phones	82.75
01-35-210-50364	Lawn Care Supplies	11.68
01-35-210-50402	Training - Departmental	1,322.80
01-35-210-50410	Maintenance & Repair - ...	11,708.37
01-35-210-50411	Maintenance & Repair - ...	2,804.44
01-35-210-50412	Maintenance & Repair - ...	2,499.00
01-35-210-50520	Utilities - Natural Gas	224.05
01-35-211-50360	Maintenance - Station 1	128.28
01-35-211-50434	Janitorial Supplies - Stati...	204.78
01-35-212-50360	Maintenance - Station 2	480.84
01-35-212-50434	Janitorial Supplies - Stati...	66.40
01-35-213-50279	Living Quarters Supplies -..	2,345.00
01-35-213-50360	Maintenance - Station 3	280.20
01-35-213-50380	Repairs - Station 3	700.61
01-35-213-50434	Janitorial Supplies - Stati...	294.07
01-35-214-50360	Maintenance - Station 4	57.24
01-35-214-50380	Repairs - Station 4	749.91
01-35-214-50434	Janitorial Supplies - Stati...	129.45
01-35-218-50227	Equipment - Engine 4	60.00
01-35-221-50227	Equipment - Rescue 1	2,980.46
01-35-221-50242	Medical Supplies - Engin...	1,751.29
01-35-223-50242	Medical Supplies - Rescue	3,185.00
01-37-310-50010	Hiring & Recruitment Ex...	2,009.59
01-37-310-50104	Printing & Duplication	702.80
01-37-310-50238	Personal Safety Supplies ...	2.66
01-37-310-50256	GPS Tracking	1,928.61
01-37-310-50261	Uniform Shirts, Pants, &...	719.80
01-37-310-50277	Janitorial Supplies	500.95
01-37-310-50303	Cleaning/Janitorial Suppl...	355.10
01-37-310-50305	Contract Services	278.66
01-37-310-50337	Cleaning/Janitorial Suppl...	318.87
01-37-310-50356	Cleaning/Janitorial Suppl...	527.17
01-37-310-50400	Training	66.25
01-37-310-50423	Levee Spraying and Main...	12,250.00
01-37-310-50451	Solid Waste Authority C...	33,429.04
01-37-310-50473	Auxiliary Services Suppli...	5.98
01-37-310-50520	Utilities - Natural Gas	17.20
01-37-311-50221	Hand Tools - Beautificati...	31.64
01-37-311-50234	Supplies - Beautification	597.00
01-37-311-50238	Personal Safety Supplies ...	3.55
01-37-312-50221	Hand Tools - Construction	31.65
01-37-312-50234	Supplies - Construction	12,020.48
01-37-312-50238	Personal Safety Supplies ...	13.31

Account Summary

Account Number	Account Name	Payment Amount
01-37-313-50238	Personal Safety Supplies ...	15.09
01-37-314-50238	Personal Safety Supplies ...	2.66
01-37-315-50234	Supplies - Rights of Way	375.14
01-37-315-50238	Personal Safety Supplies ...	17.75
01-37-316-50238	Personal Safety Supplies ...	2.66
01-37-317-50221	Hand Tools - Trash	31.63
01-37-317-50238	Personal Safety Supplies ...	15.09
01-37-318-50360	Maintenance - Public W...	227.94
01-37-318-50380	Repairs - Public Works B...	1,330.26
01-37-320-50380	Repairs - Garbage Trucks	684.64
01-37-321-50380	Repairs - Heavy Equipm...	1,788.65
01-37-322-50380	Repairs - Heavy Trucks	2,327.06
01-37-323-50380	Repairs - Trash Trucks	792.89
01-37-324-50360	Maintenance - Light Duty..	75.99
01-37-324-50380	Repairs - Light Duty Vehi...	356.46
01-37-326-50360	Maintenance - Mowers ...	251.98
01-37-328-50234	Supplies - Traffic	302.85
01-37-328-50238	Personal Safety Supplies ...	1.78
01-37-328-50384	Repairs - Traffic Signals	769.97
01-37-331-50238	Personal Safety Supplies...	14.20
01-37-331-50380	Repair - Recycling Trucks	15.68
01-37-600-80006	Public Works Building R...	9,826.32
01-40000	Business License	682.15
01-40-000-50360	Maintenance - Williams...	2,222.22
01-40001	City Sales Taxes	50.00
01-40009	Rental & Lease Tax	3,064.82
01-45-000-54004	Recreational Facilities	75,931.00
01-45-000-54007	Series 2023 Warrants	231,700.63
01-45-000-54101	Nuisance Abatement	3,900.00
01-45-000-54304	Dirt Road Infrastructure ...	3,306.00
01-45-000-54306	5th Street Improvements	5,207.47
01-45-000-54312	Strategic Communication	10,875.00
01-45-000-54314	Hwy43/Hwy69 Connecto...	22,816.00
01-45-000-54400	Economic & Community ...	5,957.50
01-45-000-54406	Civitan Park	16,491.07
01-45-600-54201	Downtown Streetscape	195,075.19
01-46-000-50210	Professional Services	340.92
01-46-000-50570	Northport Community C...	69.40
01-46-000-50572	UCP Building	774.00
19-32-000-60062	Resurfacing Projects - City	58,923.76
50-39-510-50261	Contract Shirts and Pants	485.07
50-39-510-50385	Raw Water Purchases	72,894.58
50-39-510-50393	Maintenance - Heavy Eq...	62.90
50-39-510-50396	Repairs - Vehicles	1,330.43
50-39-510-50590	Utilities - Other	526.21
50-39-512-50313	Laboratory Supplies	1,349.44
50-39-512-50360	Maintenance	183.64
50-39-512-50474	Lagoon Sludge Removal	238,803.00
50-39-513-50323	Sludge Disposal	10,572.65
50-39-513-50336	Repairs	3,447.97
50-39-513-50360	Maintenance	1,989.75
50-39-513-50454	Testing & Professional S...	1,749.59
50-39-514-50175	Sundry Expense	58.87
50-39-514-50321	Safety Equipment	48.89
50-39-514-50431	Construction & Repair S...	225.00
50-39-514-50453	System & Infrastructure ...	6,900.00
50-39-514-50473	Inventory Supplies	85.44
50-39-514-50477	Water Meters	2,600.00

Account Summary

Account Number	Account Name	Payment Amount
50-39-515-50321	Safety Equipment	33.24
50-39-515-50389	Maintenance - Collectio...	1,650.00
50-39-515-50453	System & Infrastructure ...	900.00
50-39-515-50473	Inventory Supplies	71.19
50-39-600-70008	Series 2016 Warrants	26,212.50
50-39-600-70010	Series 2021 A Warrants	146,087.67
50-39-600-81302	WWTP Outfall Enhance...	873.70
50-39-600-81407	Sewer Flow Monitoring	5,940.00
50-39-600-81411	WWTP Master Plan	56,433.45
50-39-600-81507	Vineyards Pump Station ...	532.35
50-39-600-81508	PS#2 Gravity Main/New...	256,312.47
50-39-600-81514	Sewer Pump Station #3	2,625.00
51-39-600-70010	Series 2021 A Warrants	16,954.00
Grand Total:		2,615,278.28

Project Account Summary

Project Account Key	Payment Amount
None	2,615,278.28
Grand Total:	2,615,278.28



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

AGENDA ITEM NO. 9.c.3.

MEETING DATE: September 22, 2025

SUBJECT: Purchase Requisition, Outsourced Legal Services, The Law Office of Kathy McCracken, LLC, \$7,560.00

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 in connection with an employee matter. The department is respectfully requesting approval in the amount of \$7,560.00.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-16-000-50247 Amount: \$7,560.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$7,560.00 to The Law Office of Kathy McCracken, LLC.



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

AGENDA ITEM NO. 9.c.4.

MEETING DATE: September 22, 2025

SUBJECT: Purchase Requisition, employee reimbursement for National Registry, Mason Sessoms, \$175.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Cody Kornegay

Approved By: Chief Bart Marshall

Summary:

This is a Purchase Order request for an employee reimbursement for Mason Sessoms in the amount of \$175.00 for the cost of taking the National Registry test to acquire his Paramedic License.

Recommendation:

Approve this PO Request for \$175.00 to reimburse Mason Sessoms for the cost of the National Registry test for his paramedic license.

Funding Source/GL Code:

GL Code No. 01-35-210-50402 Amount: \$175.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$175.00.

Cody Kornegay

From: Mason Sessoms
Sent: Friday, September 5, 2025 9:24 AM
To: Cody Kornegay
Cc: Richard Brown; Bart Marshall; Roger Potter
Subject: Receipt for National Registry
Attachments: IMG_0542.jpeg

Paramedic National Registry receipt/reimbursement



Invoice

Invoice Number	1562006	Order Date	8/8/2025 11:13:29 AM		
Company	National Registry of Emergency Medical Technicians 6610 Busch Blvd Columbus, OH 43229		Customer	Joseph Sessoms 1771 eoline road centreville 35042 USA, Alabama	
Payment Option	Credit / Debit Card (Secured By Authorize.net)				XXXXX8445
Product	Unit price	Qty	Discount	Total	
Paramedic Initial Application Fee	\$175.00	1	\$0.00	\$175.00	
Subtotal				\$175.00	
Shipping				\$0.00	
Tax				\$0.00	
TOTAL (incl. tax):				\$175.00	



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

AGENDA ITEM NO. 9.c.5.

MEETING DATE: September 22, 2025

SUBJECT: Purchase Requisition, Election Supplies and Ballots, Election Systems & Software, LLC, \$10,494.13.

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Malorie Mixon

Approved By: Glenda Webb

Summary:

Recommendation:

Funding Source/GL Code:

GL Code No. Amount: \$

Motion for Consideration:

**Approval of the Consent Agenda will approve this expense in the amount of
\$ _____ to _____.**



Election Systems & Software, LLC
6055 Paysphere Circle
Chicago, IL 60674
(877) 377-8683



Invoice

Invoice Date
8/29/25
Due Date
9/28/25
Customer Number
35245
Customer's PO No
Birmingham

ORIGINAL

Invoice Number
CD2127038
Order Number
1114517
Election Date
08/26/2025
Page
1 (1)

Invoice Address

NORTHPORT, CITY OF, ALABAMA
3500 MCFARLAND BLVD
NORTHPORT AL 35476-3181

Delivery Address

Northport, City of, Alabama
3500 McFarland Blvd
Northport, AL 35476
US - UNITED STATES OF AMERICA (THE)

General Municipal Election

Sales

Pos	Description	Sales Qty	Unit	Price	Disc %	Tax %	Net Amount
1	Ballots and Supplies	1.00	EA	10,468.500	0.00	0.00	USD 10,468.50
Sub Total Amount							10,468.50
FREIGHT							25.63
Total Exclusive Tax							10,494.13
Total Tax							0.00
Invoice Amount							10,494.13

RECEIVED
SEP 08 2025
BY: _____

Customer Number Invoice Number INVOICE AMOUNT
35245 CD2127038 10,494.13

Election Systems & Software
ABA Routing No: 071000039
Account No: 5800923558

AL: Alabama

PLEASE DETACH AND RETURN THIS STUB WITH YOUR PAYMENT. THANK YOU.



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

AGENDA ITEM NO. 9.c.6.

MEETING DATE: September 22, 2025

SUBJECT: Purchase Requisition, Annual License Fee, Placer Labs Inc, \$24,150.00.

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Malorie Mixon

Approved By: Glenda Webb

Summary:

Placer Labs demographic and psychographic data annual license fee to increase from \$23,000.00 to \$24,150.00 starting October 23, 2025.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-15-000-50210 Amount: \$24,150.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$24,150.00 to Placer Labs, Inc.



PLACER LABS, INC.

AMENDMENT TO ORDER FORM

This Amendment to Order Form (this “**Amendment**”), dated as of September 5, 2025 (the “**Amendment Date**”), modifies the Order Form executed by City of Northport, Alabama (“**Customer**”) and Placer Labs, Inc. (“**Placer**”) on or about October 23, 2024 (together with any other prior amendments thereto, the “**Order Form**”). Unless otherwise defined, capitalized terms herein have the same meaning as in the Order Form. Placer and Customer agree to amend the Order Form as follows:

1. The Term of the Order Form will be renewed for 12 months starting October 23, 2025 (“**Renewal Date**”).
2. Starting on the Renewal Date, the Annual License Fee will increase, from \$23,000 to \$24,150.
3. Customer will receive an invoice for this upcoming Additional Term on the Renewal Date.
4. In all other respects, the Order Form shall remain in full force and effect.

City of Northport, Alabama	Placer Labs, Inc.
By:	By:
Name:	Name:
Title:	Title:



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

AGENDA ITEM NO. 9.c.7.

MEETING DATE: September 22, 2025

SUBJECT: Purchase Requisition, repair work for sinkhole at Main Ave & Park St; Video Industrial Services, \$13,290.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: C.C. Thompson

Approved By: Brooke Starnes

Summary:

The failure of an underground storm sewer pipe caused the sinkhole at Main Avenue and Park Street. The pipe must be cleaned and lined before the sinkhole can be filled in. Attached is an estimate from Video Industrial Services to provide all equipment, materials, and labor required to repair the storm sewer pipe for \$13,290.00. The Public Works Department is respectfully requesting payment approval of this amount.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-37-310-50375 Amount: \$13,290.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$13,290.00 to Video Industrial Services.

Video Industrial Services, Inc.

CUSTOMER: NORTHPORT AL - DEPARTMENT OF PUBLIC WORKS

PM: Matthew Knight <mknight@cityofnorthport.org>

205.861.8026

Bid File Number 24-06

AP: cthompson@cityofnorthport.org

205.333.3003

VIS Job Number: 024325-21

Site: MAIN AVE AND PARK ST

Work: CIPP 18" CMP STORM SEWER

				APPROVED QUANTITIES	
				Current Period	
Item #	Description	Unit	Unit Price	Quantity	Amount
1	Cement Mortar Flowable Backfill, Mix 2	CY	\$300.00		\$0.00
2	Video Inspection of Existing Roadway Pipe	HR	\$130.00	4.0	\$520.00
3	Cleaning Pipe Underdrain Outlets	HR	\$130.00	4.0	\$520.00
4	Cleaning Existing Drop Inlet	HR	\$100.00		\$0.00
5	Cleaning Existing Culverts (Less Than or Equal to 48")	HR	\$130.00		\$0.00
6	Cleaning Existing Pipe (Less Than or Equal to 48")	HR	\$130.00		\$0.00
7	Cleaning Existing Culverts (Greater Than 48" Horiz Opening)	HR	\$140.00		\$0.00
8	Cleaning Existing Pipe (Greater Than 48")	HR	\$140.00		\$0.00
9	15" Roadway Pipe Rehabilitation	LF	\$280.00		\$0.00
10	18" Roadway Pipe Rehabilitation	LF	\$300.00	35.0	\$10,500.00
11	24" Roadway Pipe Rehabilitation	LF	\$320.00		\$0.00
12	30" Roadway Pipe Rehabilitation	LF	\$340.00		\$0.00
13	36" Roadway Pipe Rehabilitation	LF	\$370.00		\$0.00
14	42" Roadway Pipe Rehabilitation	LF	\$400.00		\$0.00
15	48" Roadway Pipe Rehabilitation	LF	\$420.00		\$0.00
16	54" Roadway Pipe Rehabilitation	LF	\$440.00		\$0.00
17	60" Roadway Pipe Rehabilitation	LF	\$470.00		\$0.00
18	66" Roadway Pipe Rehabilitation	LF	\$490.00		\$0.00
19	72" Roadway Pipe Rehabilitation	LF	\$510.00		\$0.00
20	18" Span X 11" Rise Roadway Pipe Rehabilitation	LF	\$260.00		\$0.00
21	22" Span X 14" Rise Roadway Pipe Rehabilitation	LF	\$280.00		\$0.00
22	36" Span X 23" Rise Roadway Pipe Rehabilitation	LF	\$330.00		\$0.00
23	Mobilization	EA	\$750.00	1.0	\$750.00
24	Emergency Mobilization	EA	\$1,000.00		\$0.00
25	Traffic Control Scheme - Shoulder Closure	EA	\$500.00		\$0.00
26	Traffic Control Scheme - Single Lane Closure	EA	\$1,000.00	1.0	\$1,000.00
Customer Provided	Outlet - Core Hole in Box Culvert and Add Manhole Access	EA		1.0	Customer Provided

Work Order to Apply	Hours	REV TOTAL	\$13,290.00
		1136	\$0.00
		REV-1136	\$13,290.00
		MHA	#DIV/0!
TOTAL		0	

Subcontractor / Material / Retnal Equipment Expenses This Period:

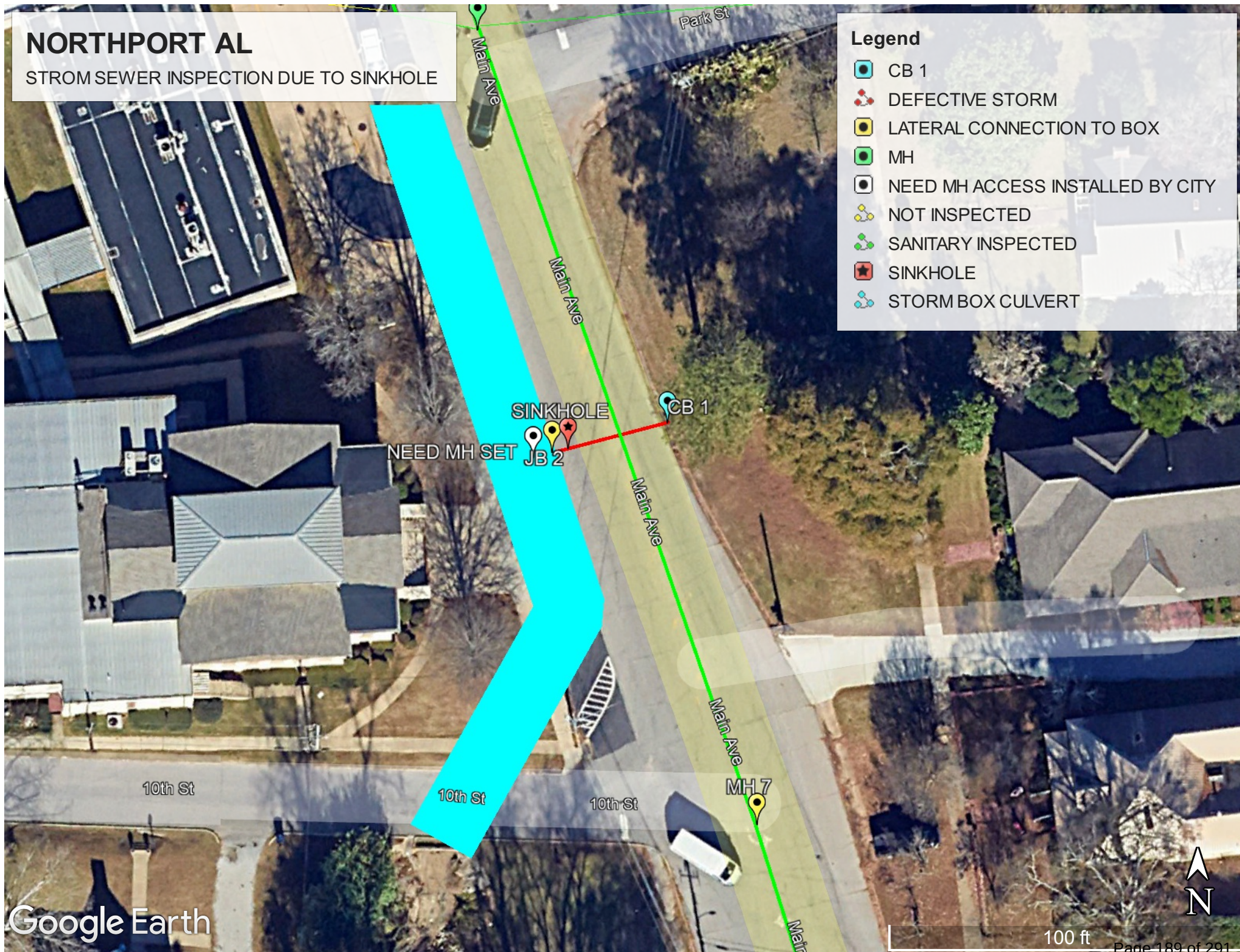
Subcontractor / Supplier	Invoice #	Amount:

NORTHPORT AL

STROM SEWER INSPECTION DUE TO SINKHOLE

Legend

- CB 1
- DEFECTIVE STORM
- LATERAL CONNECTION TO BOX
- MH
- NEED MH ACCESS INSTALLED BY CITY
- NOT INSPECTED
- SANITARY INSPECTED
- SINKHOLE
- STORM BOX CULVERT





Asset

Owner:

PSR:

Upstream MH:

Downstream MH:

USMH

DSMH

Rim to Invert:

Rim to Grade:

Pipe Geometry:

Material:

Lining Method:

Coating Method:

Year Constructed:

Pipe Use:

Total Length:

Project

Project:

Job #:

Customer:

PO Number:

Additional Info:

Inspection

Media Date/Time:

Surveyed By:

Reviewed By:

Camera Direction:

Purpose:

Technology:

Pre-Cleaning:

Date Cleaned:

Flow Control:

Length Surveyed:

Weather:

Location

Address:

Drainage Area:

Latitude:

Longitude:

Elevation:

GPS Accuracy:

Location Code:

Location Details:

Ratings

Structural

O & M

Overall

Quick:

$$\sum_{i=1}^5 SG_i$$

Pipe Rating:

Rating Index:

Consequence of Failure:

Summary

CB-1

JB-2

camera direction >

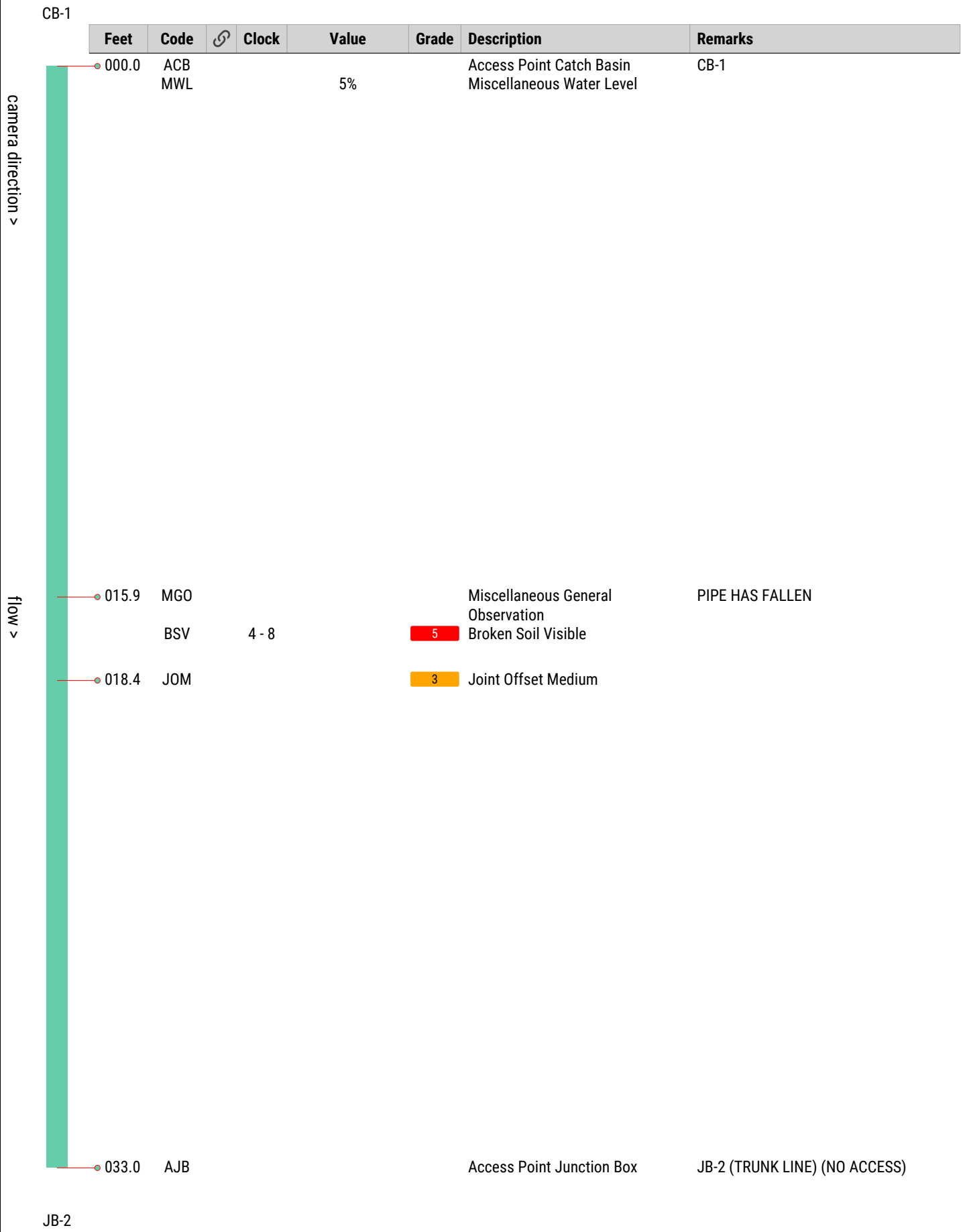
US

DS

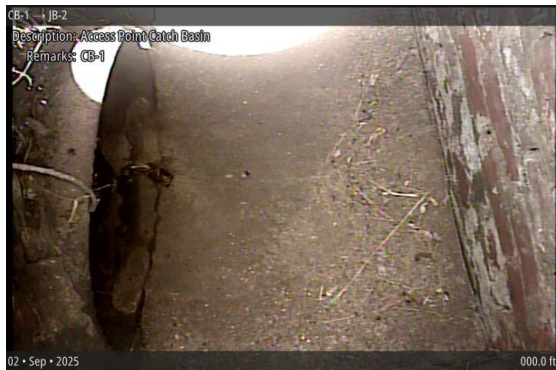
033.0 ft televised

asset length: 033.0 ft (anticipated)

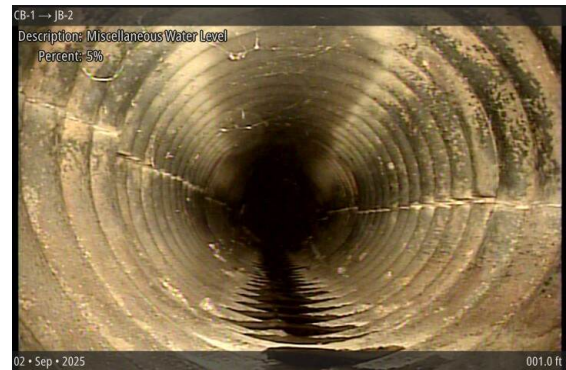
Observations



Snapshots



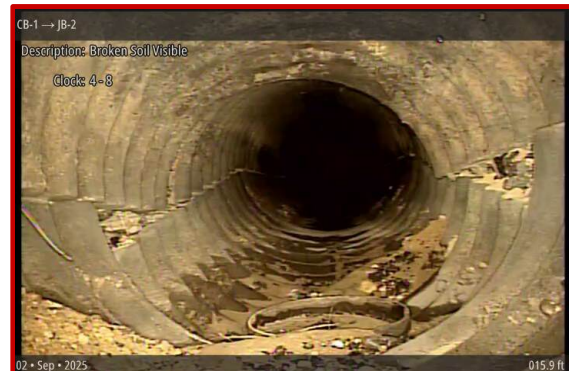
Access Point Catch Basin at 000.0 ft | CB-1



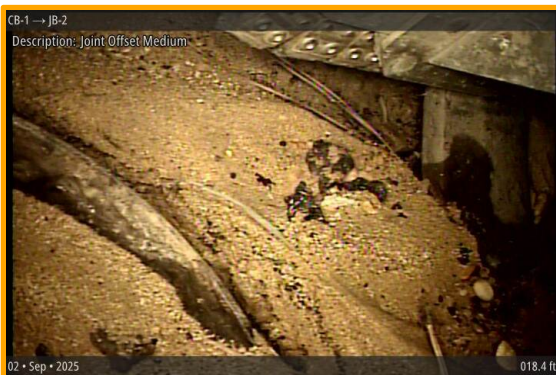
Miscellaneous Water Level at 000.0 ft



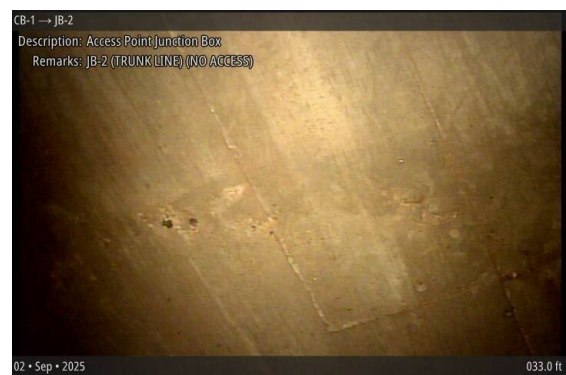
Miscellaneous General Observation at 015.9 ft | PIPE HAS FALLEN



[Grade 5] Broken Soil Visible at 015.9 ft, 4 - 8 o'clock



[Grade 3] Joint Offset Medium at 018.4 ft



Access Point Junction Box at 033.0 ft | JB-2 (TRUNK LINE) (NO ACCESS)



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

AGENDA ITEM NO. 9.c.8.

MEETING DATE: September 22, 2025

SUBJECT: Purchase Requisition, Replace Motor Circuit Conductors for Water Pump #2 at the WWTP, Stone & Sons, \$6,600.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Allison Martin

Approved By: John Webb

Summary:

The purchase requisition to Stone & Sons, in the amount of \$6,600.00, is for replacing the motor circuit conductors for water pump #2 at the Wastewater Treatment Plant. The current conductors have reached their useful life and need to be replaced in order to continue normal operations at the plant.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 50-39-513-50360 Amount: \$6,600.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$6,600.00 to Stone & Sons.

REQUISITION FOR GOODS AND SERVICES

DEPT./DIVISION Utilities

Date: 9/2/2025

REQUISTIONER: Terry West

<u>Qty</u>	<u>Items</u>	<u>Unit Price</u>	<u>Total Price</u>	<u>Suggested Account Number</u>
1	Replace motor circuit conductors for water pump #2	\$6,600.00	\$6,600.00	50-39-513-50360
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
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			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
TOTAL			\$6,600.00	

Request P.O. to:
Stone & Sons

Business License Required?

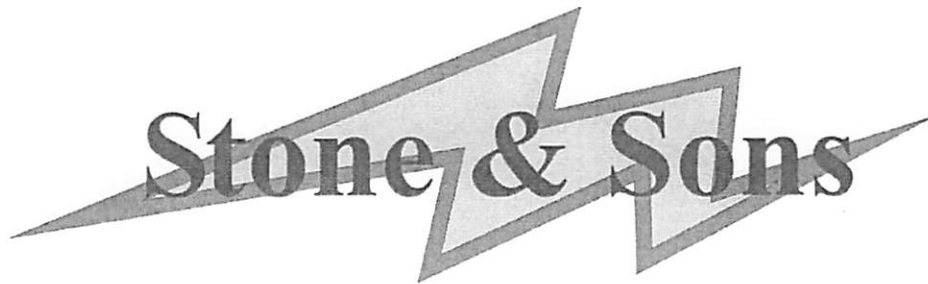
COMMENTS (Requisitioner or Department Head):
Conductors for Water Pump # 2

DEPARTMENT HEAD (Signature)

COMMENTS:

Superintendent Approval


 Operations Manager Approval
 9/2/25



Electrical Contractors, Inc.

August 25, 2025

City of Northport
Northport Waste Water Treatment Plant
3950 3rd Street South
Northport, Alabama 35476

Attention: Terry West
Regarding: Plant Water Pump #2

Stone and Sons Electrical Contractors Inc. is pleased to offer you a revised estimate for the following scope of work.

Replace damaged motor circuit conductors to the Plant Water pump #2 to also include:

- Remove damaged conductors.
- Install new #6 copper conductors with #8 ground.
- Included pumping out of ground water in pull boxes/ manholes.
- Terminate new conductors at MCC and at junction box.
- Test cable after installation.
- Assist with testing for proper operation.

The estimate for this work is \$6,600.00

Please do not hesitate to call if you have any questions or require more information.

Best regards,

Dwight Sutherland

Dwight Sutherland



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

AGENDA ITEM NO. 9.c.9.

MEETING DATE: September 22, 2025

**SUBJECT: Purchase Requisition, University of Alabama Printing Services, District
Notification Postcards, \$12,055.13**

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Malorie Mixon

Approved By: Glenda Webb

Summary:

The 2020 federal census indicated a change in population distribution within each existing single member district that warranted a modification of the district boundaries for the City of Northport. Postcard notifications were sent to all registered voters in the City of Northport to ensure awareness of their polling locations before the August 26, 2025 Municipal Election.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-15-000-50354 Amount: \$12,055.13

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$12,055.13 to University of Alabama.

THE UNIVERSITY OF ALABAMA**Student Account Services (205) 348-5350**

City of Northport

Account Number: 11071604

Date	Description	Charges	Credits
	Previous Bal.	.00	

27-AUG-25	INV-0046841 VOTER POSTCARDS	1,381.50	
27-AUG-25	INV-0046841 BULK MAIL	10,673.63	

RETURN THIS STUB AND PAYMENT TO:

The University of Alabama
Student Account Services
Box 870120
Tuscaloosa, Alabama 35487-0120

Account Number: 11071604
Invoice Number: S4214995
Total Due: 12,055.13
Payment Due Date: 01-OCT-2025

RECEIVED
SEP 15 2025

BY: _____

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

Address/Phone corrections below:

Previous Bal.	Charges	Credits	Balance	Bill Date: 10-SEP-2025
.00	12,055.13	.00	12,055.13	Due Date: 01-OCT-2025

IMPORTANT MESSAGES

Make check payable in U.S dollars to
THE UNIVERSITY OF ALABAMA. Indicate
the account number on the check.

Questions - See back of statement.

Pay online at <https://studentaccounts.ua.edu/make-a-payment/>.

THE UNIVERSITY OF ALABAMA
Student Account Services
Box 870120
Tuscaloosa, AL 35487-0120

FIRST-CLASS



First-Class Mail
U.S. Postage Paid
Tuscaloosa, Alabama
Permit No. 85
ZIP 35401 \$ 000.
02 7W
0008036654 SEP 11

ADDRESS SERVICE REQUESTED

BILL ENCLOSED

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

35476\$0569 B007





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

AGENDA ITEM NO. 9.c.10.

MEETING DATE: September 22, 2025

SUBJECT: Purchase Requisition, Vision Security Technologies, \$103,931.62, Final Payment for the Security Upgrades Capital Project

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Brandi Hambright

Approved By: Scott Murphy

Summary:

On June 3, 2024, Item 9b7 was approved for a Master Agreement with Vision Security Technologies for cameras, equipment, labor, and licensing for a city-wide security project. Resolution 24-94 was approved. Vision Security has now completed the Security Project and has invoiced TOD#1 for \$77,457.84, and TOD#2 for \$28,473.78. Payment of these two invoices will close out the project. Requisition No. 254651 in the amount of \$103,931.62.

Recommendation:

To approve this request.

Funding Source/GL Code:

GL Code No. 01-22-600-80000 Amount: \$103,931.62

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$103,931.62 to Vision Security Technologies.

Vision Security Technologies

143 Business Center Dr
Birmingham, AL 35244
(205) 663-3332
Fax: (205) 271-2868

TOD #1

Invoice

Customer City of Northport
Customer Number 10868
Invoice Number 29939
Invoice Date 9/15/2025
PO Number Master Agreement
PAYMENTS APPLIED THRU **9/15/2025**
Job / Service Ticket # 56619-City of Northport A

CURRENT CHARGES

Quantity	Description	Rate	Amount
<i>City of Northport, 3721 26th Ave, Northport, AL</i>			
1.00	Hardware	699.79	699.79
64.00	Engineering Labor	125.00	8,000.00
101.00	Project Management Labor	115.00	11,615.00
119.00	Job Travel Hours	75.00	8,925.00
5.00	1600-CS-630- see Note # 1	(489.23)	(2,446.15)
25.00	HE-200560405- see Note #3	(80.86)	(2,021.50)
1.00	LSP-16DR-E8M2 - See note # 5	(2,140.80)	(2,140.80)
2.00	Sy-MR52-S3 - See note # 7	(832.10)	(1,664.20)
1.00	450030601 - See Note # 8	(116.07)	(116.07)
1.00	4501-1/2IN- BLK - See note #9	(59.91)	(59.91)
2.00	4501-1IN-BLK - See note #10	(65.51)	(131.02)
-3.00	Mercury Intelligent Controller 16MB RAM Ethernet	1,676.07	(5,028.21)
1.00	LSP-16DR, E8M2 36H X 30W ENCL, FITS EIGHT LNL CONT	2,140.80	2,140.80
6.00	Mercury MR52 2-reader interface module	832.10	4,992.60
35.00	2005M3:SMART-PAC 3	80.86	2,830.10
13.00	Request to Exit - Light Grey, Needs backplate DS-T	86.38	1,122.94
16.00	3/4' Steel Door Contact	6.88	110.08
11.00	Don-Jo Push plate 3.5 x 15 satin stainless steel	19.80	217.80
23.00	Battery, 12VDC, 7Amp	38.38	882.74
6750.00	ACS Cable 22-04 UNS + 22-02 UNS+ 18-04 UNS + 22-2	2.80	18,900.00
1.00	Surface Mount Rim exit Strike, latch bolt monitor	400.02	400.02
1.00	Door Management Alarm, wo Cylinder, tamper incl	511.33	511.33

Registration Code: 695C2F

Page 1

Please detach and return this portion with your payment to ensure proper credit.



REMITTANCE INFORMATION

Customer Number 10868
Invoice Number 29939
Invoice Date 9/15/2025
Due Date **10/15/2025**
Invoice Balance Due \$77,457.84

TOTAL DUE **\$77,457.84**

Amount Enclosed: _____

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

REMIT TO:

Vision Security Technologies
143 Business Center Drive
Birmingham, AL 35244

Vision Security Technologies

143 Business Center Dr
Birmingham, AL 35244
(205) 663-3332
Fax: (205) 271-2868

Invoice

Customer City of Northport
Customer Number 10868
Invoice Number 29939
Invoice Date 9/15/2025
PO Number Master Agreement
PAYMENTS APPLIED THRU 9/15/2025
Job / Service Ticket # 56619-City of Northport A

CURRENT CHARGES

Quantity	Description	Rate	Amount
1.00	LSP-8DR E6M 30 X 23 Encl Fits 4 LNL brds	1,352.00	1,352.00
1.00	Altronix RDC24 Cube Relay DPDT 24VDC, 10A, 120VAC	23.54	23.54
2.00	Mercury Intelligent Controller, Linux Based POE	832.00	1,664.00
2.00	75W, 4 Door Access 6A/12V or 3A/24V 4 Lock Outputs	352.00	704.00
3.00	Camden 18" armored door loop, Aluminum end caps	47.98	143.94
2.00	Reader & backing plate reader & harness only	528.00	1,056.00
1.00	LSP-4DR-E4M	737.60	737.60
2.00	Single RJ45 Cat5 Surface Mount Box	5.58	11.16
2.00	VS 10FT YLW SNAGLESS C6 CM Booted	5.84	11.68
125.00	Plenum UNS Cat 6 CAT6P-YLW 5566030	0.62	77.50
10.00	Job Part	11.30	113.00
10.00	CAT 6 Shielded STP patch cable 3' Yellow Legrand	6.26	62.60
4.00	Mercury Intelligent Controller 16MB RAM Ethernet	1,676.07	6,704.28
14.00	HES 1600 strike complete Satin Stainless	489.23	6,849.22
1.00	LSP-8DR E6M 30 X 23 Encl Fits 4 LNL brds	1,352.00	1,352.00
1000.00	ACS Cable 22-04 UNS + 22-02 UNS+ 18-04 UNS + 22-2	2.80	2,800.00
3.00	HID R40 multiClass SE wall switch reader	132.77	398.31
17.00	R40 RP40 iClass MultiClass BLE OSDP Upgrade Kit	109.20	1,856.40
1.00	Reader, Signo 20, Mullion, Standard Profile, Termin	344.59	344.59
1.00	Surface Mount Base, Verticle for use with stacklig	56.00	56.00
1.00	xColor flashing module, for use with stacklights	81.60	81.60
1.00	LLL-AMB-24V, 50mm Stacklight, LED Lamp, AMBER, 24V	100.80	100.80
3.00	1/8" Shim Spacer Plate for 9500	46.00	138.00

Registration Code: 695C2F

Page 2

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REMITTANCE INFORMATION

Customer Number 10868
Invoice Number 29939
Invoice Date 9/15/2025
Due Date **10/15/2025**
Invoice Balance Due \$77,457.84

TOTAL DUE **\$77,457.84**

Amount Enclosed: _____

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

REMIT TO:

Vision Security Technologies
143 Business Center Drive
Birmingham, AL 35244

Vision Security Technologies

143 Business Center Dr
Birmingham, AL 35244
(205) 663-3332
Fax: (205) 271-2868

Invoice

Customer City of Northport
Customer Number 10868
Invoice Number 29939
Invoice Date 9/15/2025
PO Number Master Agreement
PAYMENTS APPLIED THRU 9/15/2025
Job / Service Ticket # 56619-City of Northport A

CURRENT CHARGES

Quantity	Description	Rate	Amount
1.00	Grade 2 Electric Strike 24v Sb & All Faceplates	189.53	189.53
1.00	HES 4500C-12/24-630 Complete Pac	605.30	605.30
1.00	1/2IN-BLK1/2" STACKABLE LIP EXTENSIONF/4500	59.91	59.91
2.00	1IN-BLK1" STACKABLE LIP EXTENSIONF/4500	65.51	131.02
1.00	Exit Switch, 463 Series, Vandal-Resistant, 1 Gang,	127.98	127.98
1.00	1200LB	403.04	403.04
2.00	Camera Mounts Aluminum,White	49.00	98.00
2.00	75W, 4 Door Access 6A/12V or 3A/24V 4 Lock Outputs	352.00	704.00
1.00	R40 RP40 iClass MultiClass BLE OSDP Upgrade Kit	91.93	91.93
1.00	Axis A1210 controller powered by Genetec	668.57	668.57
		Subtotal:	\$77,457.84
Tax			0.00
Payments/Credits Applied			0.00
		Invoice Balance Due:	\$77,457.84

IMPORTANT MESSAGES

EXM-R012230529 EXC013295

Registration Code: 695C2F

Page 3

Please detach and return this portion with your payment to ensure proper credit.



REMITTANCE INFORMATION

Customer Number 10868
Invoice Number 29939
Invoice Date 9/15/2025
Due Date **10/15/2025**
Invoice Balance Due \$77,457.84

TOTAL DUE **\$77,457.84**

Amount Enclosed:

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

REMIT TO:

Vision Security Technologies
143 Business Center Drive
Birmingham, AL 35244

Vision Security Technologies

143 Business Center Dr
Birmingham, AL 35244
(205) 663-3332
Fax: (205) 271-2868

TOD #2

Invoice

Customer City of Northport
Customer Number 10868
Invoice Number 29940
Invoice Date 9/15/2025
PO Number Master agreement
PAYMENTS APPLIED THRU **9/15/2025**
Job / Service Ticket # 57015-City of Northport V

CURRENT CHARGES

Quantity	Description	Rate	Amount
<i>City of Northport, 3721 26th Ave, Northport, AL</i>			
1.00	Hardware	1,882.74	1,882.74
11.00	SBO-126B	(36.88)	(405.68)
6.00	In-ceiling flush mount for Indoor dome QND-60xx	59.41	356.46
2.00	7" VIDEO SET W/ MOBILE APP FUNCTIONALITY (JO-DA, J	883.98	1,767.96
5.00	Form C Door Release Relay, 18-24V DC Input	37.78	188.90
1.00	In-ceiling flush mount accessory for indoor dome	59.41	59.41
5.00	4 Channel Wall Mount POE Ethernet Protector, 1U, S	165.04	825.20
1.00	2 cond 18AWG Solid non-shielded low cap wire	178.45	178.45
5.00	Rack Mount Network Surge Protector 12 ports	585.37	2,926.85
1.00	Streamvault™ SV-300E-T4 with 16TB - Hardware Only	3,991.43	3,991.43
1.00	2MP dome, 2.8mm, analytics, vandal, White	300.05	300.05
1.00	Small Cap Adapter (Aluminum), Accessory for SNV-60	36.85	36.85
2.00	DTK-MRJPOE With Shielded RJ45 Connections	69.99	139.98
1.00	Hanging mount, white	48.88	48.88
1.00	Hanging Cap for PNM-9084QZ / PNM-9084QZ1 / PNM-C16	56.40	56.40
1.00	Wall Mount White	161.68	161.68
1.00	PS, Mean Well, 48VDC, 1 Port, 75W, 1.6 Amp, DIN Ra	91.20	91.20
2.00	Swivel Mount Bracket for Telescoping Camera Poles,	40.37	80.74
2.00	6' Telescoping Ceiling Mount Camera Pole. 3'-6'	50.16	100.32
2.00	Telescoping Camera Pole Adapter	14.11	28.22
44.00	Job Part	11.30	497.20
48.00	CAT 6 Shielded STP patch cable 3' Yellow Legrand	9.42	452.16

Registration Code: **695C2F**

Page 1

Please detach and return this portion with your payment to ensure proper credit.



REMITTANCE INFORMATION

Customer Number 10868
Invoice Number 29940
Invoice Date 9/15/2025
Due Date **10/15/2025**
Invoice Balance Due \$26,473.78

TOTAL DUE **\$26,473.78**

Amount Enclosed: _____

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

REMIT TO:

Vision Security Technologies
143 Business Center Drive
Birmingham, AL 35244

Vision Security Technologies

143 Business Center Dr
Birmingham, AL 35244
(205) 663-3332
Fax: (205) 271-2868

Invoice

Customer City of Northport
Customer Number 10868
Invoice Number 29940
Invoice Date 9/15/2025
PO Number Master agreement
PAYMENTS APPLIED THRU 9/15/2025
Job / Service Ticket # 57015-City of Northport V

CURRENT CHARGES

Quantity	Description	Rate	Amount
-2750.00	CAT-6 Shielded Plenum	1.01	(2,777.50)
2750.00	CAT-6 Shielded Plenum	1.01	2,777.50
4.00	outdoor vandal dome, 4MP, 3.2-10mm, IR	465.86	1,863.44
8.00	Hanging mount for PNM-C7083RVD/7082RVD and PNM-C12	30.08	240.64
8.00	Cap adaptor for the PNM-9000VQ, white	56.40	451.20
5.00	Corner Mount Adapter	59.46	297.30
11.00	IR bullet camera back box. (XNO-L6080R)	36.88	405.68
4.00	In-ceiling flush mount accessory for indoor dome	59.41	237.64
5.00	outdoor vandal bullet 5MP @ 30fps 3.2-10mm	511.78	2,558.90
18.00	Wall Mount Accessory	59.46	1,070.28
2.00	Streamvault™ SV-300E with 8TB - Hardware Only - Ar	2,592.86	5,185.72
1.00	Wall Mount White	161.68	161.68
1.00	Wall&Pole Mount Pack of 3	150.00	150.00
2.00	Job Part	14.75	29.50
1.00	Camera Mounts Aluminum,White	56.40	56.40
Subtotal:			\$26,473.78
Tax			0.00
Payments/Credits Applied			0.00
Invoice Balance Due:			\$26,473.78

IMPORTANT MESSAGES

Registration Code: **695C2F**

Page 2

Please detach and return this portion with your payment to ensure proper credit.



REMITTANCE INFORMATION

Customer Number 10868
Invoice Number 29940
Invoice Date 9/15/2025
Due Date **10/15/2025**
Invoice Balance Due \$26,473.78

TOTAL DUE **\$26,473.78**

Amount Enclosed: _____

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

REMIT TO:

Vision Security Technologies
143 Business Center Drive
Birmingham, AL 35244



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

AGENDA ITEM NO. 11.b.1.

MEETING DATE: September 22, 2025

SUBJECT: Resolution fixing the cost of weed abatement and authorizing filing a lien for property located at 824 McFarland Blvd.

Unfinished Business:

Public Hearing: X

New Business:

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Kim Braughton

Approved By: Ron Davis

Summary:

Please find attached, a proposed resolution fixing the cost of nuisance weed abatement and authorizing the filing of a lien for property located at 824 McFarland Blvd. The nuisance was abated at the City's effort and expense, and the property owner has failed to reimburse the City after multiple notices of the nuisance and abatement.

Recommendation:

Approve the attached resolution

Funding Source/GL Code:

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

Motion for Consideration:

I move to adopt the resolution fixing the cost of nuisance weed abatement and authorizing the filing of a lien for property located at 824 McFarland Blvd.

RESOLUTION NO. 25-

**RESOLUTION FIXING THE COST OF NUISANCE WEED ABATEMENT AND
AUTHORIZING THE FILING OF A LIEN FOR PROPERTY LOCATED AT 824
MCFARLAND BLVD.**

WHEREAS, the person last assessed for the property taxes at property located at 824 McFarland Blvd., Northport, Alabama, is Lina Majed Husseini as recorded in Deed Book 2022, Page 18359, more particularly described as:

A part of the NE ¼ of Section 10, Township 21 South, Range 10 West, in Tuscaloosa County, Alabama, being more particularly described as follows: Start at the center of Section 10; thence run in a Northerly direction and along the West boundary of the NE ¼ for a distance of 531.6 feet to a point, said point lying on the North boundary of the U.S. 82 By-Pass, a 200 foot right-of-way, thence with a deflection angle of 94°33' to the right, run in an Easterly direction and along the North boundary of the U.S. 82 By-Pass for a distance of 442.3 feet to the point of beginning; thence continue in an Easterly direction and along the North boundary of the U.S. 82 By-Pass for a distance of 130.0 feet to a point; thence with a deflection angle of 89°33' to the left, run in a Northerly direction for a distance of 250.0 feet to a point; thence with a deflection angle of 90°27'; to the left, run in a Westerly direction for a distance of 180.0 feet to a point; thence with a deflection angle of 89°33' to the left, run in a Southerly direction for a distance of 200.0 feet to a point; thence with a deflection angle of 45°14' to the left, run in a Southeasterly direction for a distance of 70.42 feet to the point of beginning.

Also known as Parcel ID No. 63-31-02-10-1-008-010.000

WHEREAS, nuisance weeds on the property have been abated by the effort and expense of the City of Northport pursuant to Chapter 42, Article VII. (Weed Control) of the Northport City Code of Ordinances and Section 11-67-80, Code of Alabama (1975), as amended; and,

WHEREAS, the cost of said abatement is \$605.00 and the cost of all legal advertising related thereto is \$33.98; and

WHEREAS, the cost of abatement and legal advertising shall, upon confirmation by the City Council, constitute a weed lien against the various parcels of land from which the nuisance was abated, pursuant to Section 11-67-66, Code of Alabama (1975), as amended.

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

1. That the cost of the abatement of nuisance weeds and legal advertising for the property located at 824 McFarland Blvd., Northport, Alabama, as recorded in Deed Book 2022, Page 18359, is hereby fixed at \$638.98.

2. That the amount shall hereinafter be referred to as a "weed lien," and shall be turned over to the county tax collector for collection.
3. That the Northport City Council will hold a public hearing on the 22nd day of September 2025 at 5:30 p.m. in the Council Chambers at the Northport City Hall for the property listed herein.
4. This resolution shall become effective immediately upon its passage or otherwise becoming law.

RESOLVED AND DONE THIS 22nd DAY OF SEPTEMBER, 2025.

**CITY COUNCIL OF THE CITY OF
NORTHPORT**

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda D. Webb
City Administrator

Reading: September 22, 2025
Motion By:
Second By:



Mayor • Dr. John Hinton

Council Members

District 1 • Christy Bobo

District 2 • Woodrow Washington, III

District 3 • Karl Wiggins

District 4 • Jamie Dykes

District 5 • Anwar Aiken

City Administrator • Glenda D. Webb

CITY OF NORTHPORT

CERTIFICATION OF RECORD

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

Resolution No. _____ Entitled: Resolution fixing the cost of weed abatement and authorizing filing a lien for property located at 824 McFarland Blvd.

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 September 22, 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.1.

MEETING DATE: September 22, 2025

SUBJECT: Second Reading, Resolution fixing the cost of demolition and authorizing filing a lien for the parcel located at 5118 Azalea Trail.

Unfinished Business: X

Public Hearing: X

New Business:

First Reading:

Consent Agenda:

Second Reading: X

Prepared By: Katelyn Lesley

Approved By: Julie Ramm

Summary:

Please find attached a proposed resolution fixing the cost of demolition and authorizing the filing of a lien for the property located at 5118 Azalea Trail. The demolition was done at the City's efforts and expense.

Recommendation:

To adopt the attached Resolution.

Funding Source/GL Code:

GL Code No. Amount: \$2,324.95

Motion for Consideration:

I make a motion to approve the resolution fixing the cost of demolition and authorizing filing a lien for the parcel located at 5118 Azalea Trail.

RESOLUTION NO. 25 -

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

WHEREAS, the person(s) last assessing the real property located at 5118 Azalea Trail for state taxes is Jade Enterprises, LLC, the deed to said real property being recorded in Deed Book 2024, at Page 11404; and,

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

WHEREAS, the Building Inspector for the City of Northport has reported to the City Council that the cost of said demolition is \$2,200.00 and the cost of all legal advertising related thereto is \$110.95; and,

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

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

1. That the cost of all legal advertising and for the demolition of the structure(s) located at 5118 Azalea Trail and the person(s) last assessing said property for state taxes being Jade Enterprises, LLC, as recorded at Deed Book 2024, at Page 11404, be, and it is hereby, fixed at \$2,324.95.

2. That this Resolution shall be published in accordance with the Alabama Code and the City Administrator/Clerk is authorized to file a certified copy of this Resolution in the office of the Probate Judge of Tuscaloosa County and the same shall constitute a lien in the amount of \$2,324.95 against the property at Deed Book 2024, at Page 11404.

RESOLVED AND DONE this _____ of _____, 2025.

CITY COUNCIL OF THE CITY OF
NORTHPORT

By: _____
Christy Bobo
Its President

ATTEST:

Glenda Webb
Its City Administrator-Clerk

1st Reading: September 8, 2025

By: _____

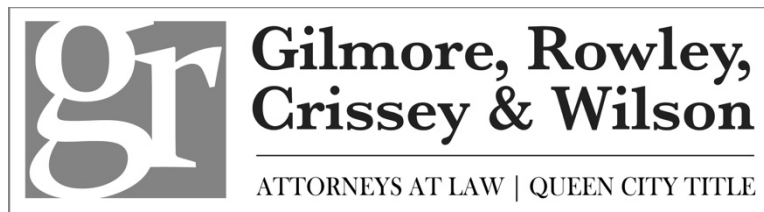
2nd Reading: September 22, 2025

Motion By: _____

Second By: _____

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

Tara R. Carpenter
Queen City Title Manager



June 27, 2024

VIA EMAIL TO tmitchell@cityofnorthport.org

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

**RE: Request for Title Report
5118 Azalea Trail, Northport, Alabama 35473**

Dear Tyler:

Per your request, we have examined title from December 21, 1999 through June 21, 2024 and offer the following summary on the above referenced property. Copies of referenced documents may be provided upon request.

Address: 5118 Azalea Trail, Northport, Alabama 35473

Tax Id: 63 31 03 05 2 001 014.000

Legal: Lot 5, Block 10 of Briarcliff No. 2, a map or plat of which is recorded in Plat Book 13, at Page 118, in the Probate Office of Tuscaloosa County, Alabama, said reference being hereby made in aid of and as a part of this description.

Assessed to: Jade Enterprises, LLC
2920 Woodland Rd
Tuscaloosa, AL 35405

Tax Amount: Property taxes for 2023 in the amount of \$155.80 were paid on February 26, 2024.

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

Title: The source deed for the property is that quit claim deed, from Andrew Paul Blake to Jade Enterprises, LLC, dated June 4, 2024 and recorded on June 5, 2024 in Deed Book 2024, at Page 11404 in the Probate Office of Tuscaloosa County, Alabama.

Note: Andrew Paul Blake appears to be the owner, or an owner, of Jade Enterprises, LLC. The registered agent for the LLC is Andrew Paul Blake, 2920 Woodland Rd, Tuscaloosa, AL 35405.

Mortgages: None.

Judgments
/ Liens: None.

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

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

9. We have not requested or preformed an environmental audit and make no such representations regarding the same as to the past or present condition of the properties for hazardous substances;
10. We do not make any representation with regard to the exact amount of acreage or square feet contained in the property;
11. We do not make any representation with regard to mineral and mining rights;
12. We do not make any representation with regard to the legal right of access to and from the property; and
13. Restrictive Covenants as recorded in Deed Book 696, at Page 424 and amended in Deed Book 2023 at Page 12299 in the Probate Office of Tuscaloosa County, Alabama;
14. Easements, minimum building lines and other restrictions as shown on the recorded plat in Plat Book 13, at Page 118 in the Probate Office of Tuscaloosa County, Alabama.

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

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

This report is made effective as of **8:00 a.m. June 21, 2024.**

Very truly yours,

/s/ Adrian M. Rowley

Adrian M. Rowley

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

Condemnation Order - Break Down
Project # 5118 Azalea Trail
Ordinance 2252

Contractor - Harris Lawn and Ground Maint.	\$2,200.00
Legal Advertisement - Northport Gazette	\$110.95
Filing Fee	\$14.00
Total	<u>\$2,324.95</u>



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

AGENDA ITEM NO. 11.c.2.

MEETING DATE: September 22, 2025

SUBJECT: Second Reading, Ordinance of Conditional Use approval for pet grooming in a Residential/Commercial/Institutional (RCI) zone for the property located at 703 Main Avenue.

Unfinished Business:
Public Hearing: X

New Business:
First Reading:

Consent Agenda:
Second Reading: X

Prepared By: Katelyn Lesley

Approved By: Julie Ramm

Summary:

Nellie Mae and Company, LLC is requesting to operate a pet grooming service in a RCI zoning district. The request was considered by the Planning Commission on August 19, 2025, and a recommendation for approval was made to the City Council.

Recommendation:

That the conditional use request for a pet grooming service in a RCI zoning district for a business located at 703 Main Avenue is hereby approved subject to all requirements of the Northport Zoning Ordinance being met and maintained.

Funding Source/GL Code:

GL Code No. NA Amount: \$

Motion for Consideration:

I make a motion to approve the Conditional Use for a pet grooming service in a RCI (Residential/Commercial/Institutional) zone for the property located at 703 Main Avenue.

ORDINANCE NO. _____

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

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

WHEREAS, the request was considered by the Planning Commission on August 19, 2025, and a recommendation for approval was made to the City Council. In addition to meeting the standards of the Zoning Ordinance, the following conditions for a favorable recommendation were added to allow a pet grooming service in a Residential/Commercial/Institutional zoning district located at 703 Main Avenue: the non-conforming privacy fence be removed and install a new conforming privacy fence, and limit the hours of operation to Monday-Friday 8AM-5PM.

WHEREAS, the City Council of the City of Northport has also held a public hearing and found that the request is consistent with the standards set forth for conditional uses as set out in Article IV and Article V of the Zoning Ordinance and that the request to locate a pet grooming service in a RCI zoning district located at 703 Main Avenue will not have an adverse impact on the general health, safety, and welfare of the community.

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Northport, that the conditional use request for a pet grooming service in an RCI zoning district for a business located at 703 Main Avenue is hereby approved subject to all requirements of the Northport Zoning Ordinance being met and maintained.

ADOPTED this the ____ day of _____, 2025.

CITY COUNCIL OF THE
CITY OF NORTHPORT

BY: _____
Christy Bobo, Council President

ATTEST:

Glenda D. Webb, City Administrator

APPROVED this the ____ day of _____, 2025.

Dr. John Hinton, Mayor

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

Glenda Webb, City Administrator

1st Reading: September 8, 2025

Motion:

2nd Reading: September 22, 2025

Motion By:

Second By:

Publication:



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 of Conditional Use approval for a pet grooming service in an RCI (Residential/Commercial/Institutional) zone for the property located at 703 Main Avenue.

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

City of Northport
Planning and Zoning Commission – August 19, 2025
Staff Report

Case: SP-25-2 Nellie Mae and Company, LLC

Applicant: Nellie Mae and Company, LLC

Location: 703 Main Avenue

Request: Conditional Use

Nellie Mae and Company, LLC is requesting conditional use approval for a pet grooming service in a Residential / Commercial / Institutional zone (RCI) for the property located at 703 Main Avenue.

As a reminder, a conditional use is not permitted by right. The applicant must demonstrate that the proposed use is appropriate for the location and compatible with surrounding development. Approval is neither automatic nor guaranteed, and it is the responsibility of the applicant to present compelling reasons why the request should be approved.

The zoning ordinance says that a conditional use review considers the proposal in terms of:

1. Existing zoning and land use in the vicinity of the use

This site is directly adjacent to multi-family housing (zoned MFH – Multi-family Housing), a single-family residence (zoned RCI – Residential/Commercial/Institutional), and a church (zoned RCI - Residential/Commercial/Institutional).

2. Planned and proposed public and private developments that may be adversely affected by the proposed use

The City has a planned streetscape project for Main Avenue. However, this proposed conditional use does not appear to adversely affect that project.

3. Whether and to what extent the use at the particular location for which it is proposed is consistent with the intent of the Zoning Ordinance and any other development policies or regulations of the City of Northport

This proposed use appears to be consistent with the Future Land Use map and the stated goals of the Comprehensive Plan.

4. Whether and to what extent all steps possible have been taken by the developer to minimize any adverse effects of the proposed use on the immediate vicinity and on the public health, safety, and welfare in general.

The petitioner has submitted a site layout that indicates a privacy fence will be installed along the north property line.

The zoning ordinance also states that no conditional use may be approved unless the Commission and Council finds that the proposed use will be appropriate in the location for which it is proposed. This finding will be based on the following criteria:

- A. The proposed use must be in harmony with the general purpose, goals, objectives, and standards of this Ordinance, or any other plan, program, map, or ordinance adopted, or under consideration pursuant to official notice, by the City.
- B. The proposed use at the proposed location will not result in a substantial or undue adverse effect on adjacent property, the character of the neighborhood, traffic conditions, parking, public improvements, public sites or rights-of-way, or other matters affecting the public health, safety, and general welfare; either as they now exist or as they may in the future be developed as a result of the implementation of provisions and policies of this Ordinance, or any other plan, program, map, or ordinance adopted, or under consideration pursuant to official notice, by the City or other governmental agency having jurisdiction to guide growth and development.
- C. The proposed use will be adequately served by and will not impose an undue burden on any of the improvements, facilities, utilities, and services specified in this subsection. Where any such improvements, facilities, utilities, or services are not available or adequate to service the proposed use in the proposed location, the applicant must, as part of the application and as a condition of approval, establish ability and commit to provide such improvements, facilities, utilities, and services in sufficient time and in a manner consistent with this Ordinance, and other plans, programs, maps, and ordinances adopted by the City to guide its growth and development.
- D. The Council may attach to any conditional use approval, additional criteria dealing with landscaping, buffers, parking, lighting, building materials, or any other aspect of site plan approval they deem necessary to mitigate the impact of the proposed use on the surrounding property. The violation of any condition lawfully attached to an approved conditional use is considered a violation of this Ordinance and is subject to applicable fines and penalties. Some examples of conditions the commission may wish to consider attaching to this recommendation could include:
 - **Hours of operation** – The Commission could consider attaching a requirement that this use be limited to normal daytime business hours to minimize adverse impacts to nearby residential property.
 - **Screening** – The petitioner has proposed a privacy fence along the north property line. However, the Commission may want to consider requiring additional privacy fencing along the south and west property lines.

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



City of Northport
Conditional Use Permit Application

Date of Plng Comm Mtg: ____ / ____ / ____
Deadline: ____ / ____ / ____
Application Submitted: ____ / ____ / ____

Location of Property: 703 Main Ave, Northport, AL 35476

Name of Applicant: Nellie Mae & Company LLC Phone: 205-393-2360

Address: 3120 McFarland Blvd Unit 18, Northport, AL 35473 Email: nelliemaeandcompany@gmail.com

Name of Owner: Sydney Greene Phone: 205-393-2360

Address: 3204 Ontario Dr, Northport, AL 35473 Email: nelliemaeandcompany@gmail.com

Describe the Proposed Use:

Pet Grooming and Boutique
Pet Daycare / Stay and Play

Current Zoning: _____ Total Acreage: _____ Current Use of Property: _____

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

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

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

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

Check the following:

- ☒ A copy of the deed of the subject property must accompany this application. If the applicant is not the property owner, a designation of agent form must be included for applicant and/or appropriate representative
- ☒ Designation of Agent form (if applicable)
- ☒ Sixteen (16) copies of the site plan and supporting documentation must accompany submission (discuss with staff appropriate sheet sizes)
- ☒ Three (3) copies of mailing labels for each adjoining property owner, applicant, and owner (and Word file)
- ☒ Fees: Conditional Use Application fee is \$75, plus certified mailing and advertising fees

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

Applicant Signature: Sydney Greene Date: 5 / 8 / 25

Please contact the Planning Department at 205-339-7000 with any questions.

City of Northport Planning Commission

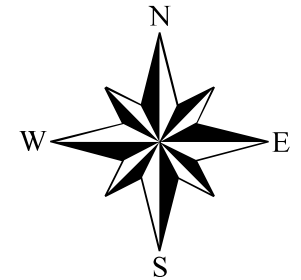
Conditional Use

Zoning

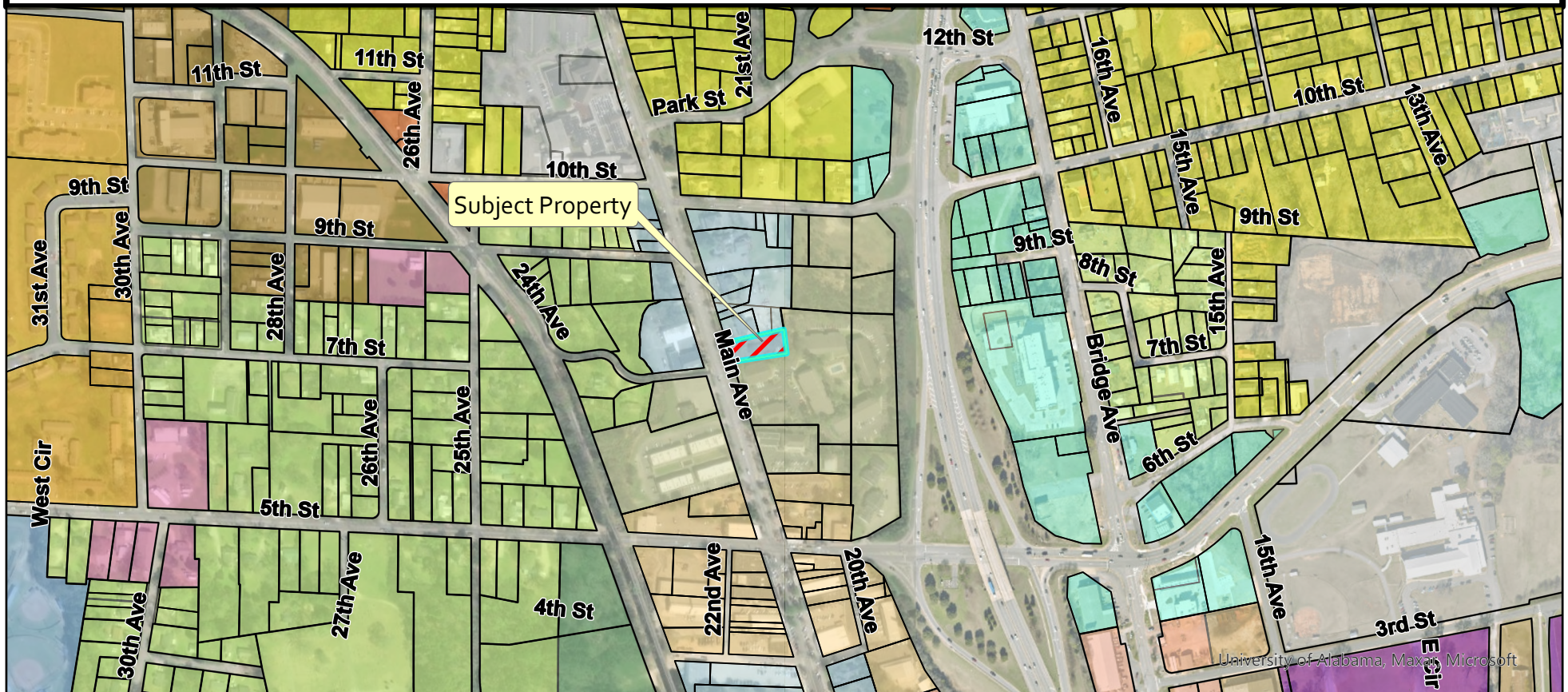
-  Conservation
-  Neighborhood Commercial
-  General Commercial
-  Historic Downtown Core
-  Historic Neighborhood
-  Light Industrial
-  Multi-Family Housing

-  Neighborhood Center
-  New Urban Neighborhood
-  Office and Institutional
-  Residential/Commercial/Institutional
-  Recreational
-  Residential Multi-Family
-  Residential Single-Family - 3
-  Residential Single-Family - 4
-  Suburban Mixed-Use
-  Urban Mixed-Use
-  Working Riverfront
-  Parcels
-  Subject Property

0 500 1,000 2,000 Feet



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



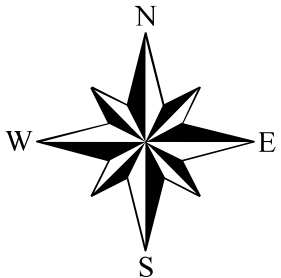
City of Northport Planning Commission

Conditional Use

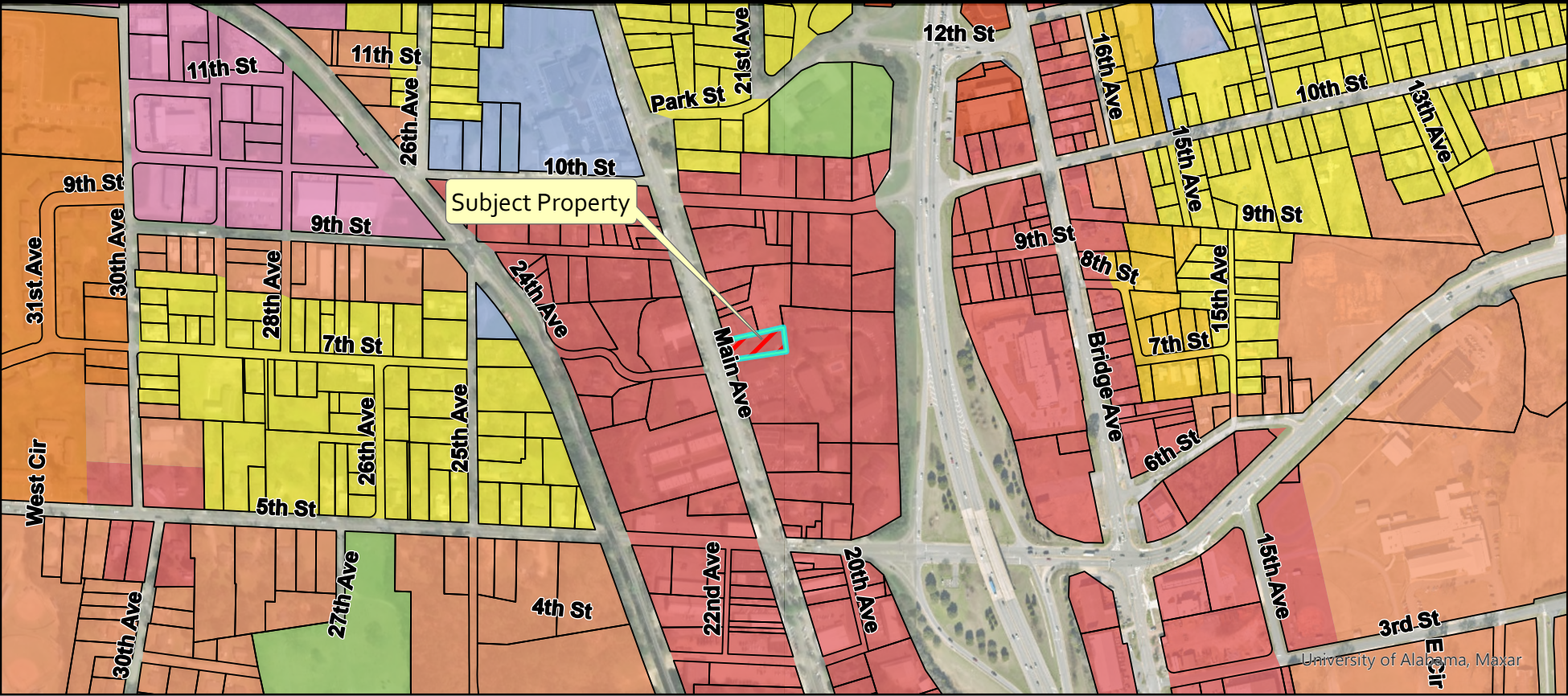
Future Land Use

- Conservation
- Commercial Mix
- General Mixed-Use
- Limited Mixed-Use
- Multifamily Residential
- High Density Residential

- Medium Density Residential
- Office-Trades Mix
- Institutional
- Parcels
- Subject Property



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

AGENDA ITEM NO. 11.c.3.

MEETING DATE: September 22, 2025

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

Unfinished Business:
Public Hearing: X

New Business:
First Reading:

Consent Agenda:
Second Reading: X

Prepared By: Katelyn Lesley

Approved By: Julie Ramm

Summary:

The Chief Building Official has found that the structure located at 3905 Hunter Creek Road is unsafe and dangerous to public health. The City Council agreed to table this item on June 2, 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.

Recommendation:

Funding Source/GL Code:

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

Motion for Consideration:

Motion to table this item for 90 days to give the owner time to complete necessary repairs to the structure located at 3905 Hunter Creek Road.

ORDINANCE NO.

ORDINANCE ORDERING DEMOLITION OF UNSAFE STRUCTURES

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

3905 Hunter Creek Road, Northport, AL 35473

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

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

ORDAINED AND DONE this ____ 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

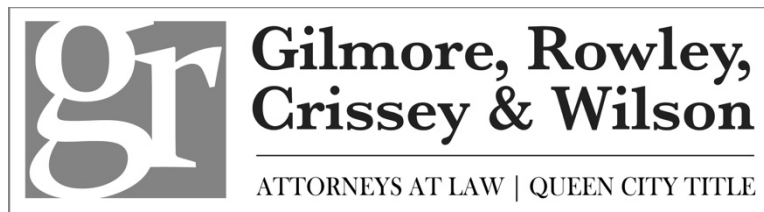
I hereby certify that the above and foregoing Ordinance was published on _____, in the Northport Gazette, a newspaper of general circulation published in the City of Northport.

Glenda Webb.
City Administrator-Clerk

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

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

Tara R. Carpenter
Queen City Title Manager



October 22, 2024

VIA EMAIL TO tmitchell@cityofnorthport.org

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

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

Dear Tyler:

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

Address: 3905 Hunter Creek Rd Northport AL 35473

Tax Id: 63 31 02 03 4 001 037.000

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

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

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

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

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

Mortgages: None.

Judgments
/ Liens: None.

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

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

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

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

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

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

Very truly yours,

/s/ Adrian M. Rowley

Adrian M. Rowley

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

EXHIBIT "A"
LEGAL DESCRIPTION

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

ACCESS EASEMENT

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



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

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

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

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

Tyler Mitchell, Chief Building Inspector



CITY OF NORTHPORT

OWNER: Mark A. Guy

MAILING ADDRESS: 13316 Highway 171, Northport, AL 35475

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

October 29, 2024

NOTICE

DO NOT REMOVE

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

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

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

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

BUILDING OFFICIAL

EXHIBIT "A"
CONDEMNATION REPORT

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

PROPERTY MAINTANANCE CODE

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



Mayor • Dr. John Hinton

Council Members

District 1 • Christy Bobo

District 2 • Woodrow Washington, III

District 3 • Karl Wiggins

District 4 • Jamie Dykes

District 5 • Anwar Aiken

City Administrator • Glenda D. Webb

October 29, 2024

Mark A. Guy

13316 Highway 171

Northport, AL 35475

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

To Whom It May Concern:

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

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

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

Mark A. Guy
October 29, 2024
Page Two

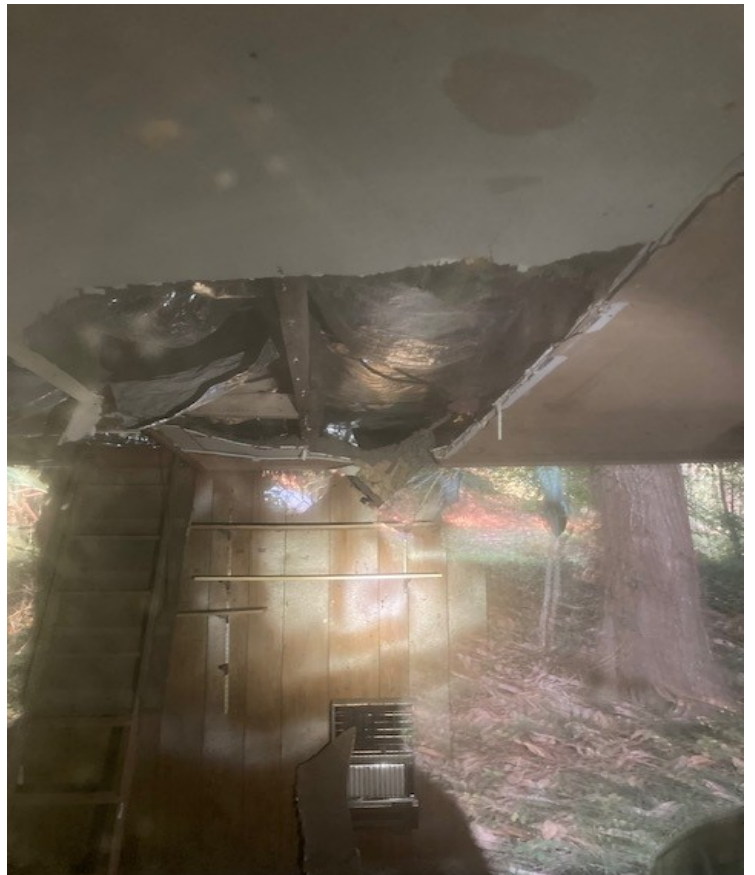
Please contact me at 339-7000 if you have any questions.

Sincerely,

Tyler Mitchell
Chief Building Official

Enclosures: (Photograph and Inspection Report)

cc: City Administrator















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 3905 Hunter Creek Road.

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

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

Certified this _____ day of _____, 2025.

S E A L

Glenda D. Webb
City Administrator/Clerk



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

AGENDA ITEM NO. 11.c.4.

MEETING DATE: September 22, 2025

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

Unfinished Business: X

Public Hearing: X

New Business:

First Reading:

Consent Agenda:

Second Reading: X

Prepared By: Katelyn Lesley

Approved By: Julie Ramm

Summary:

The Chief Building Official has found that the structure located at 1603 7th Street is unsafe and dangerous to public health. The City Council agreed to table this item on June 2, 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. A Final Inspection has been performed. However, there were several deficiencies that were found during the inspection. All necessary procedures have been followed pursuant to Act No. 80-410.

Recommendation:

Staff is recommending the item be tabled until the October 6th Council meeting to give the owner time to correct the deficiencies.

Funding Source/GL Code:

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

Motion for Consideration:

Motion to table for two weeks to give the owner time to complete the final inspection deficiencies for the structure located at 1603 7th 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:

1603 7th Street, Northport, AL 35476

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

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

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

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

ORDAINED AND DONE this _____ day of _____, 2025.

CITY COUNCIL OF THE CITY OF
NORTHPORT

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda Webb, City Administrator-Clerk

APPROVED this the ____ day of _____, 2025

Dr. John Hinton, Mayor

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

Glenda Webb.
City Administrator-Clerk

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



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

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

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

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

Tyler Mitchell, Chief Building Inspector



CITY OF NORTHPORT

OWNER: Memnon Tierce, III

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

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

January 8, 2025

NOTICE

DO NOT REMOVE

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

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

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

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

Tyler Mitchell
BUILDING OFFICIAL

EXHIBIT "A"
CONDEMNATION REPORT

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

PROPERTY MAINTANANCE CODE

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



Mayor • Dr. John Hinton

Council Members

District 1 • Christy Bobo

District 2 • Woodrow Washington, III

District 3 • Karl Wiggins

District 4 • Jamie Dykes

District 5 • Anwar Aiken

City Administrator • Glenda D. Webb

January 8, 2025

Memnon Tierce, III

P.O. Box 1996

Tuscaloosa, AL 35403

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

To Whom It May Concern:

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

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

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

Memnon Tierce, III

January 8, 2025

Page Two

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

Sincerely,

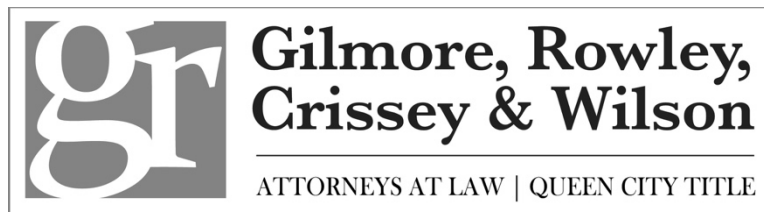
Tyler Mitchell
Chief Building Official

Enclosures: (Photograph and Inspection Report)

cc: City Administrator

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

Tara R. Carpenter
Queen City Title Manager



December 18, 2024

VIA EMAIL TO tmitchell@cityofnorthport.org

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

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

Dear Tyler:

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

Address: 1603 7th Street, Northport, AL 35476

Tax Id: 63 31 05 15 3 007 011.000

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

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

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

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

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

Mortgages: None.

Judgments
/ Liens: None.

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

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

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

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

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

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

Very truly yours,

/s/ Adrian M. Rowley

Adrian M. Rowley

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









Mayor • Dr. John Hinton

Council Members

District 1 • Christy Bobo

District 2 • Woodrow Washington, III

District 3 • Karl Wiggins

District 4 • Jamie Dykes

District 5 • Anwar Aiken

City Administrator • Glenda D. Webb

CITY OF NORTHPORT

CERTIFICATION OF RECORD

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

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

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

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

Certified this _____ day of _____, 2025.

S E A L

Glenda D. Webb
City Administrator/Clerk



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

AGENDA ITEM NO. 11.c.5.

MEETING DATE: September 22, 2025

SUBJECT: Second Reading, Ordinance Ordering Demolition of an Unsafe Structure Located at 2801 17th Avenue.

Unfinished Business:

Public Hearing:

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 and vehicles located at 2801 17th Avenue is unsafe and dangerous to public health. We are recommending the structure and vehicles 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 demolition of the structure and vehicles located at 2801 17th Avenue.

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 and vehicles, in the City of Northport, are unsafe, dangerous, offensive, or injurious to the public health, comfort or welfare of the community to the extent that it is a public nuisance:

2801 17th Avenue, 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 22nd day of September, 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 and vehicles, in the City of Northport, to-wit: **2801 17th Avenue, 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 and vehicles, are 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 22nd day of September, 2025.

CITY COUNCIL OF THE CITY OF
NORTHPORT

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda Webb, City Administrator-Clerk

APPROVED this the 22nd day of September, 2025

Dr. John Hinton, Mayor

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

Glenda Webb.
City Administrator-Clerk

1st Reading: September 8, 2025
Motion:
2nd Reading: September 22, 2025
Motion By:
Second By:
Publication:



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 2801 17th Avenue.

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

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 28, 2025

Writer's Email Address:
farnold@rosenharwood.com

Rosen Harwood Internal File No. 25-533
Tyler Mitchell,
City of Northport, Chief Building Official
3500 McFarland Blvd.
Northport, AL 35476

RE: Request for Title Report
2801 17TH Avenue, Northport, AL 35476

Dear Mr. Mitchell:

Per your request, we have examined title from May 1971 through April 21, 2025 and offer the following summary Title Report on the above reference property. Copies of reference documents may be provided upon request.

Address: 2801 17TH Avenue, Northport, AL 35476

Ad Valorem Tax Parcel ID#: 63-31-02-10-3-002-004.000

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 "Owners"): Bobby C. Allred, Jr., Pamela Allred Lyons, Susan Allred White, and Jeanie Marie Allred Shanahan

Ad Valorem Taxes are Assessed to: Bobby C. Allred, Jr. Et al.

Tax Amount: For the 2024 Ad Valorem Tax Year the current Owner was exempt.

Sources of Title: Deed Book 2004, at Page 3032 as corrected by Deed Book 2024, at Page 10479

(Note: Grantor in these two instruments, namely Vonda Lee Allred who reserved a life estate is now deceased as of March 27, 2009.

Chain of Title: Roger Ray Griffin and Geraldine P. Griffin conveyed by Warranty Deed with Joint Rights of Survivorship to Bobby Carless Allred, Sr. (deceased on or about February 19, 1993) and Geraldine P. Griffin as recorded May 12, 1971, in Deed Book 594, at Page 331. Vonda Lee Allred conveyed by Warranty Deed to Bobby C. Allred, Jr., Pamela Allred Lyons, Susan Allred White, and Jeanie Marie Allred Shanahan as recorded February 5, 2004, in Deed Book 2004, at Page 3032, which instrument was corrected by Correction Warranty Deed from Vonda Lee Allred to Bobby C. Allred, Jr., Pamela Allred Lyons, Susan Allred White, and Jeanie Marie Allred Shanahan, reserving a Life Estate in Vonda Lee Allred (deceased on or about March 27, 2009) as recorded April 28, 2004, in Deed Book 2004, at Page 10479.

PLEASE NOTE, the above does not constitute the entire chain of title for the Subject Property but a reasonable search for 54 years. Please advise if you wish to have the search go back further.

Mortgages Found: NONE.

Judgments/Other Liens Found:

Judgment against one certain Pam Lyons in favor of Alabama Credit Union in the original amount of \$3,942.29 as recorded April 29, 2015, in Judgment Book 2015, at Page 2338 in the Probate Office of Tuscaloosa County, Alabama. Note: This judgment expires by date the day following the issuance of this Title Report (April 29, 2025), unless duly and properly extended by a filing of the same according to Alabama law.

Judgment against one certain Susan A. White in favor of DCH Healthcare Authority d/b/a DCH Regional Medical Center in the original amount of \$3,467.66 as recorded September 21, 2016, in Judgment Book 2016, at Page 4924 in the Probate Office of Tuscaloosa County, Alabama.

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.
14. Minimum building lines, easements, notes, conditions, and other matters shown on the Plat for the Property as set forth in Plat Book 2, at Page 36 recorded in the Probate Office of Tuscaloosa County, Alabama.

REQUIREMENTS:

- 1) The Judgments listed hereinabove against certain owners are of record in time and thus superior to any instrument to be taken by the City of Northport. Proper extinguishment of said Judgment is advised by payment and satisfaction of the same.**

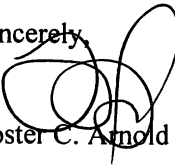
This Title Report is limited to the matters expressly set forth in this letter. No other opinions beyond the matters expressly stated herein should be concluded by or inferred from this Title Report. This Title Report has an effective date set forth below. This Title Report is furnished to the City of Northport for its sole intended use. The benefit of this Title Report shall not run to any other third party without the

City of Northport
April 28, 2025

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 May 21, 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 \$450.00

cc: Ronald L. Davis (via email)

Exhibit “A”

Lots One (1) and Two (2), Block 10 of Kennedy’s Addition to Northport, a map or plat of which is recorded in Plat Book 2, at Page 36 in the Probate Office of Tuscaloosa County, Alabama, reference to which map or plat is made in aid of and as a part of this description.



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

July 29, 2025

Jeanie Marie Allred Shanahan

2801 17th Avenue

Northport, AL 35476

**RE: NOTICE OF UNSAFE STRUCTURE AT – 2801 17th Avenue, Northport, AL 35476
TAX PARCEL I.D. # 63-31-02-10-3-002-004.000**

To Whom It May Concern:

This letter is to notify you, pursuant to Article II - Demolition of Unsafe Buildings of the Northport City Code, the structure(s) and vehicles located on the above-referenced property have been inspected. It has been determined that the structure(s) and vehicles are unsafe to the extent of becoming a public nuisance. I have enclosed with this letter photographs of the subject structure(s) and vehicles.

The owner/owners of the above-referenced property have forty-five (45) days from the date of this notice to demolish and remove said structure, all associated debris, and vehicles. Prior to demolition, a permit from the City must be obtained. At the end of such forty-five (45) day period, if any unsafe conditions remain on the subject property, a public hearing will be held on September 22, 2025 by the Northport City Council. After a public hearing has been held, the City Council will have the authority to demolish and remove the structure, associated debris, and vehicles. The cost associated with the demolition will be assessed against the property. The assessment must be paid within thirty (30) days of being approved by the City Council in accordance with Section 11-53B-7, Code of Alabama (1975), as amended. If the assessment is not paid, the City will proceed 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.

If you have any questions, please do not hesitate to contact me at 339-7000.

Sincerely,

Tyler Mitchell
Chief Building Official

Enclosures: Photographs and Inspection Report

P.O. BOX 569 • NORTHPORT, ALABAMA 35476 • (205) 339-7000
www.cityofnorthport.org

EXHIBIT "A"
CONDEMNATION REPORT

JOB LOCATION: **2801 17th Avenue, Northport, AL 35476**
OWNER: **Jeanie Marie Allred Shanahan**

PROPERTY MAINTANANCE CODE

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



CITY OF NORTHPORT

OWNER: Jeanie Marie Allred Shanahan

MAILING ADDRESS: 2801 17th Avenue, Northport, AL 35476

LOCATION OF STRUCTURE: 2801 17th Avenue, Northport, AL 35476

July 29, 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

July 29, 2025

Bobby C. Allred, Jr.

2801 17th Avenue

Northport, AL 35476

**RE: NOTICE OF UNSAFE STRUCTURE AT – 2801 17th Avenue, Northport, AL 35476
TAX PARCEL I.D. # 63-31-02-10-3-002-004.000**

To Whom It May Concern:

This letter is to notify you, pursuant to Article II - Demolition of Unsafe Buildings of the Northport City Code, the structure(s) and vehicles located on the above-referenced property have been inspected. It has been determined that the structure(s) and vehicles are unsafe to the extent of becoming a public nuisance. I have enclosed with this letter photographs of the subject structure(s) and vehicles.

The owner/owners of the above-referenced property have forty-five (45) days from the date of this notice to demolish and remove said structure, all associated debris, and vehicles. Prior to demolition, a permit from the City must be obtained. At the end of such forty-five (45) day period, if any unsafe conditions remain on the subject property, a public hearing will be held on September 22, 2025 by the Northport City Council. After a public hearing has been held, the City Council will have the authority to demolish and remove the structure, associated debris, and vehicles. The cost associated with the demolition will be assessed against the property. The assessment must be paid within thirty (30) days of being approved by the City Council in accordance with Section 11-53B-7, Code of Alabama (1975), as amended. If the assessment is not paid, the City will proceed 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.

If you have any questions, please do not hesitate to contact me at 339-7000.

Sincerely,

Tyler Mitchell
Chief Building Official

Enclosures: Photographs and Inspection Report

P.O. BOX 569 • NORTHPORT, ALABAMA 35476 • (205) 339-7000
www.cityofnorthport.org

EXHIBIT "A"
CONDEMNATION REPORT

JOB LOCATION: **2801 17th Avenue, Northport, AL 35476**
OWNER: **Bobby C. Allred, Jr.**

PROPERTY MAINTANANCE CODE

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



CITY OF NORTHPORT

OWNER: Bobby C. Allred, Jr.

MAILING ADDRESS: 2801 17th Avenue, Northport, AL

LOCATION OF STRUCTURE: 2801 17th Avenue, Northport, AL 35476

July 29, 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

July 29, 2025

Pamela Allred Lyons

43 Booth Estates

Northport, AL 35473

**RE: NOTICE OF UNSAFE STRUCTURE AT – 2801 17th Avenue, Northport, AL 35476
TAX PARCEL I.D. # 63-31-02-10-3-002-004.000**

To Whom It May Concern:

This letter is to notify you, pursuant to Article II - Demolition of Unsafe Buildings of the Northport City Code, the structure(s) and vehicles located on the above-referenced property have been inspected. It has been determined that the structure(s) and vehicles are unsafe to the extent of becoming a public nuisance. I have enclosed with this letter photographs of the subject structure(s) and vehicles.

The owner/owners of the above-referenced property have forty-five (45) days from the date of this notice to demolish and remove said structure, all associated debris, and vehicles. Prior to demolition, a permit from the City must be obtained. At the end of such forty-five (45) day period, if any unsafe conditions remain on the subject property, a public hearing will be held on September 22, 2025 by the Northport City Council. After a public hearing has been held, the City Council will have the authority to demolish and remove the structure, associated debris, and vehicles. The cost associated with the demolition will be assessed against the property. The assessment must be paid within thirty (30) days of being approved by the City Council in accordance with Section 11-53B-7, Code of Alabama (1975), as amended. If the assessment is not paid, the City will proceed 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.

If you have any questions, please do not hesitate to contact me at 339-7000.

Sincerely,

Tyler Mitchell
Chief Building Official

Enclosures: Photographs and Inspection Report

P.O. BOX 569 • NORTHPORT, ALABAMA 35476 • (205) 339-7000
www.cityofnorthport.org

EXHIBIT "A"
CONDEMNATION REPORT

JOB LOCATION: **2801 17th Avenue, Northport, AL 35476**
OWNER: **Pamela Allred Lyons**

PROPERTY MAINTANANCE CODE

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



CITY OF NORTHPORT

OWNER: Pamela Allred Lyons

MAILING ADDRESS: 43 Booth Estates, Northport, AL 35473

LOCATION OF STRUCTURE: 2801 17th Avenue, Northport, AL 35476

July 29, 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

July 29, 2025

Susan Allred White

2801 17th Avenue

Northport, AL 35476

**RE: NOTICE OF UNSAFE STRUCTURE AT – 2801 17th Avenue, Northport, AL 35476
TAX PARCEL I.D. # 63-31-02-10-3-002-004.000**

To Whom It May Concern:

This letter is to notify you, pursuant to Article II - Demolition of Unsafe Buildings of the Northport City Code, the structure(s) and vehicles located on the above-referenced property have been inspected. It has been determined that the structure(s) and vehicles are unsafe to the extent of becoming a public nuisance. I have enclosed with this letter photographs of the subject structure(s) and vehicles.

The owner/owners of the above-referenced property have forty-five (45) days from the date of this notice to demolish and remove said structure, all associated debris, and vehicles. Prior to demolition, a permit from the City must be obtained. At the end of such forty-five (45) day period, if any unsafe conditions remain on the subject property, a public hearing will be held on September 22, 2025 by the Northport City Council. After a public hearing has been held, the City Council will have the authority to demolish and remove the structure, associated debris, and vehicles. The cost associated with the demolition will be assessed against the property. The assessment must be paid within thirty (30) days of being approved by the City Council in accordance with Section 11-53B-7, Code of Alabama (1975), as amended. If the assessment is not paid, the City will proceed 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.

If you have any questions, please do not hesitate to contact me at 339-7000.

Sincerely,

Tyler Mitchell
Chief Building Official

Enclosures: Photographs and Inspection Report

P.O. BOX 569 • NORTHPORT, ALABAMA 35476 • (205) 339-7000
www.cityofnorthport.org

EXHIBIT "A"
CONDEMNATION REPORT

JOB LOCATION: **2801 17th Avenue, Northport, AL 35476**
OWNER: **Susan Allred White**

PROPERTY MAINTANANCE CODE

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



CITY OF NORTHPORT

OWNER: Susan Allred White

MAILING ADDRESS: 2801 17th Avenue, Northport, AL 35476

LOCATION OF STRUCTURE: 2801 17th Avenue, Northport, AL 35476

July 29, 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



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 **2801 17th Avenue** in the City of Northport, which real property was last assessed for state taxes by **Jeanie Marie Allred Shanahan, Bobby C. Allred, Jr., Pamela Allred Lyons, and Susan Allred White**, 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 **22nd** day of **September** **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







