

NORTHPORT CITY COUNCIL MEETING
MONDAY, OCTOBER 20, 2025
5:30 PM

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. PRESENTATIONS

- a. Proclamation Recognizing Pursuit of Tree City USA Designation and Recognition of Arbor Day
- b. Proclamation Recognizing Down Syndrome Awareness Month
- c. Mayor Hinton - Term in Review

6. APPROVAL OF THE AGENDA

7. VISITORS TO ADDRESS THE COUNCIL

8. UNFINISHED BUSINESS

a. Ordinances and Resolutions of a Permanent Nature

9. NEW BUSINESS

a. Ordinances and Resolutions of a Permanent Nature

b. Resolutions of a Temporary Nature

- 1. Resolution Authorizing Water Service Outside the City Limits for Property Located at Tilly Branch Rd Lot 2 - Ron Davis
- 2. Resolution accepting donation from Bryant Bank for park equipment at Tiger Park - Ron Davis
- 3. Resolution Authorizing the City Administrator to Execute Change Order No. 1 with CivilCON, LLC for Contract A: Hwy 82 Pump Station, Gravity Sewer, and Force Main - Brad Matthews
- 4. Resolution to Authorize the City Administrator to Execute a Revised Reimbursable Agreement with Alabama Department of Transportation for HWY 43/82 Improvements - Brad Matthews
- 5. Resolution Authorizing the City Administrator to Execute Amendment No.1 with TTL, Inc for Professional Services for the Main Avenue Revitalization project - Brad Matthews

c. Consent Agenda

- 1. Minutes, October 6, 2025 - Tera Tubbs
- 2. Bill Listing - Tera Tubbs
- 3. Purchase Requisition, Outsourced Legal Services, Trussell Funderburg Rea Bell & Furgerson, PC, \$14,736.90 - Ron Davis
- 4. Purchase Requisition, West Alabama Regional Commission, 2026 Member Dues, \$12,450.00 - Tera Tubbs
- 5. Purchase Requisition, Tiger Park Pavilion, Lowe's, \$4,769.10 - Brad Matthews
- 6. Purchase Requisition, Aerosol Generator; Vesperis, \$18,000.00 - Brooke Starnes
- 7. Purchase Requisition, Magna5, Software Renewal, \$27,810.00 - Scott Murphy
- 8. Purchase Requisition, CDWG, AutoElevate Software, \$7,660.00 - Scott Murphy
- 9. Purchase Requisition, Premier Polysteel, Tiger Park Swing, \$2,334.00 - Brad Matthews
- 10. Purchase Requisition, Tires for Police Vehicles (as needed); Tuscaloosa Tire & Service Center, not to exceed \$20,000.00 - Brooke Starnes, Gerald Burton
- 11. Purchase Requisition, Transmission Replacement for PD Vehicle #5244; Brian Prince Transmissions, Inc., not to exceed \$6,174.09 - Brooke Starnes, Gerald Burton

10. REPORTS OF SPECIAL COMMITTEES OF COUNCIL

11. PUBLIC HEARINGS

- a. Engineering
- b. Legal Department
 - 1. First Reading, Ordinance authorizing the Mayor to enter a Franchise Agreement with Unifi Fiber GulfCo, LLC - Ron Davis
- c. Planning Inspections Department
 - 1. 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. 9.b.1.

MEETING DATE: October 20, 2025

SUBJECT: Resolution Authorizing Water Service Outside the City Limits for Property Located at Tilly Branch Rd Lot 2

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Allison Martin

Approved By: Ron Davis

Summary:

Ms. Karen Jacobs has property located at Tilly Branch Road Lot 2, 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. Karen Jacobs at Tilly Branch Road Lot 2, pursuant to the conditions in the resolution.

RESOLUTION NO. 25-

**RESOLUTION AUTHORIZING WATER SERVICE OUTSIDE OF THE CITY LIMITS FOR
PROPERTY LOCATED AT TILLY BRANCH ROAD LOT 2**

WHEREAS, Ms. Karen Jacobs, has property located at Lot 2 Tilly Branch Road, and has requested that she be allowed to obtain water from the City of Northport for this property; and

WHEREAS, Ms. Jacobs, 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 Tilly Branch Road Lot 2, 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.
- 4) The owner shall agree to provide a booster pump, at their cost, that will provide a minimum of 40 psi at the home site. The City of Northport will not provide, own, maintain, or operate said booster pump and will not be held liable for insufficient water pressure at the home site due to pump malfunction or failure. This condition shall be reflected in the recorded deed of the property.
- 5) A copy of the deed with the booster pump requirement must be provided to the Utilities Billing Office with the initial application for water service, before a customer account can be set up and water meter installed.

RESOLVED AND DONE THIS _____ DAY OF _____ 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

Christy Bobo, Its President

ATTEST:

Tera Tubbs, Interim City Administrator

Reading: _____

Motion: _____

Second: _____



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

AGENDA ITEM NO. 9.b.2.

MEETING DATE: October 20, 2025

SUBJECT: Resolution accepting donation from Bryant Bank for park equipment at Tiger Park

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Kim Braughton

Approved By: Ron Davis

Summary:

Bryant Bank has offered a monetary donation to the City of Northport specifically for the purchase of a memorial park swing for Tiger Park. The City will be responsible for the installation and maintenance of the swing, and it shall be kept in reasonable condition by the City. The price quote for the swing is \$2,334.00. Therefore, the monetary donation from Bryant Bank is in the amount of \$2,334.00.

Recommendation:

Approve the attached resolution accepting the donation.

Funding Source/GL Code:

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

Motion for Consideration:

I move to adopt the resolution accepting the donation from Bryant Bank for park equipment at Tiger Park.

RESOLUTION NO. 25-

**RESOLUTION ACCEPTING DONATION FROM BRYANT BANK FOR PARK
EQUIPMENT AT TIGER PARK**

WHEREAS, Bryant Bank has offered a monetary donation to the City of Northport, in the amount of \$2,334.00 specifically for the purchase of a memorial park swing for Tiger Park; and

WHEREAS, said swing will include a memorial plaque and shall be kept in reasonable condition by the City of Northport; and

WHEREAS, the City of Northport will be responsible for the installation and maintenance of said swing.

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

1. Mayor, Dr. John Hinton, is hereby authorized to accept the donation on behalf of the City of Northport from Bryant Bank in the amount of \$2,334.00 for purchase of said memorial park swing for Tiger Park.
2. Interim City Administrator Tubbs is hereby authorized to take all necessary actions for the completion of this donation, including execution of any necessary documents and purchase orders.

RESOLVED AND DONE THIS 20th DAY OF OCTOBER, 2025.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

Christy Bobo, Its President

ATTESTED:

Tera Tubbs, Interim City Administrator

Reading: October 20, 2025
Motion By:
Second By:

EXHIBIT “A”



PREMIER POLYSTEEL
The Best Commercial Outdoor Furniture Available, Period.

Premier Polysteel
A Division of ADA Enterprises, Inc.
305 Enterprise Drive
PO Box 77
Northwood, IA 50459
Ph: 641-324-2750 Fax: 641-324-1092
Toll Free US & Canada: 877-746-3826

Quote

Quote Number: 32194 Quoted Date: 09/10/2025

Quote To

Morgan Stuart
City of Northport
Morgan Stuart
3500 McFarland Blvd.
Northport, AL 35476
United States

Ph: 205-339-7000

Expiration Date: 09/24/2025

Terms: Due With Order

Ship Via: WorldWideExp

Salesperson Matthew Erickson

Reference: Ship to 35476

Line	Quantity	Part Number/Description	Unit Price	Ext Price
001	1 ea	971-SM02-066 4' GC Laser DB Mem Swing-6 4' Grand Contour Laser Direct Bury Memorial Swing-Evergreen	\$1,562.00	\$1,562.00

Line	Quantity	Part Number/Description	Unit Price	Ext Price
002	1 ea	FREIGHT Ship to 35476	\$772.00	\$772.00

Lead Time: 4 Weeks

Total: \$2,334.00

Payment Terms: As stated above

Freight: Please note this freight quote does not include a lift gate or special services. Should you need special services, let us know and we can adjust the quote as needed.

Warranty: All products manufactured by Premier Polysteel come with a 20 year limited warranty!

Cancellation Policy: Orders may be cancelled within 72 hours without penalty. Cancellation of order after 72 hours may be subject to restocking fees per our company terms.

All prices are net U.S. dollars. All local, state or other taxes, (if applicable) are the responsibility of the purchaser.

Freight note: If you need a lift gate and have not requested one, please notify us ASAP. Your freight costs and services will need to be adjusted accordingly.

Quoted By: LANEY

Page 1 of 1



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

AGENDA ITEM NO. 9.b.3.

MEETING DATE: October 20, 2025

SUBJECT: Resolution Authorizing the City Administrator to Execute Change Order No. 1 with CivilCON, LLC for Contract A: Hwy 82 Pump Station, Gravity Sewer, and Force Main

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Morgan Stuart

Approved By: Brad Matthews

Summary:

On July 15, 2024, the City of Northport awarded CivilCON, LLC the contract for the repairs needed for Contract A: Highway 82 Pump Station, Gravity Sewer and Force Main. The Engineering department is requesting the City Council to authorize the City Administrator to execute Change Order No. 1 with CivilCON, LLC for Contract A: Hwy 82 Pump Station, Gravity Sewer and Force Main project. This change order request includes repairs and improvements due to unknown field conditions in the amount of \$110,983.24, as well as an 80-calendar daytime extension.

Recommendation:

That the requested resolution be approved.

Funding Source/GL Code:

GL Code No. 50-39-600-81508 Amount: \$110,983.24

Motion for Consideration:

I move that the City Council authorize the City Administrator to execute Change Order No. 1 with CivilCON, LLC for Contract A: Hwy 82 Pump Station, Gravity Sewer, and Force Main project.

CHANGE ORDER

Number: One Date: _____

Owner's Project No: ADEM CWSRF Project No. CS010621-07
Engineer's Project No: 20-135
Project: Highway 82 Pump Station, Gravity Sewer, and Force Main
Contract A: Pump Station and Gravity Sewer
Owner: City of Northport

Contractor: CivilCON LLC Contract Date: August 12, 2024
To: RJ Thompson, Manager

Background, Field Conditions, and Description of Change:

Background

The current contract includes the construction of a packaged sewer pump station, gravity sanitary sewer infrastructure, and a roadway bore across US Highway 82 (AKA McFarland Blvd).

Field Conditions

Following competitive bidding and upon commencement of construction, the following field conditions were encountered:

1. **Manhole Access Constraints:**
Several sanitary sewer manholes located in elevated and off-pavement areas were found to be impractical to access using the as-bid, standard heavy cast-iron manhole covers. These locations required an alternate access configuration to maintain safe and functional operation.
2. **Unlocated Water Main Conflict:**
During installation of the initial shoring system for the roadway bore receiving pit, an unlocated water main was struck and damaged. The unexpected utility required additional dewatering, removal of the original shoring system, and installation of a specialized shoring system to safely continue work.
3. **Abandoned Main Left in Place:**
To maintain progress on the roadway bore, the damaged water main was isolated and left in place without immediate repair. This required field adjustments to the construction sequence and coordination with the utility owner.
4. **Concrete Pad Replacement Request:**
A concrete pad within the project limits, initially assumed to be inactive and not subject to replacement, was determined by an adjacent property owner to be used seasonally for recreational vehicle parking. The property owner requested replacement of the pad, which was accommodated as part of good-faith coordination with affected residents.
5. **Material Delivery Delay:**
Submittals were approved and the packaged sewer pump station was ordered prior to January 2025, but did not arrive within the initial, scheduled delivery period of 20 to 22 weeks.

Description of Changes

The following, respective, items of work shall be made part of this contract:

1. Hinged Access Covers for Elevated Manholes

Manholes in elevated areas shall be supplied with a hinged cast-iron access assembly (EJ "Revolution" or approved equal).

- *Basis of Payment*

Payment to be made through new, Per Each, Pay Item CO1-1 'Upgrade Elevated Sewer Manhole to Hinged Cover at \$405.00 / Each

- *Added Cost*

29.0 Each x \$405.00 / Each = \$11,745.00

2. Revised Bore Receiving Pit Shoring

The Contractor dewatered the receiving pit, removed the initial shoring system, and provided and installed a specialized shoring system to prevent further damage and proceed with the roadway bore.

- *Basis of Payment*

Payment to be made through new, Lump Sum, Pay Item CO1-2 'Revise Bore Receiving Pit' at \$69,339.22 / LS

- *Added Cost*

1.0 LS x \$69,339.22 / LS = \$69,339.22

3. Repair of Damaged Water Main and Installation of Fire Hydrant

The Contractor shall repair the damaged water main and provide and install a new fire hydrant to assist in disinfection and flushing of the main upon reactivation.

- *Basis of Payment*

Payment to be made through new, Lump Sum, Pay Item CO1-3 'Repair Damaged Water Main' at \$25,899.72/ LS

- *Added Cost*

1.0 LS x \$25,899.72/ LS = \$25,899.72

4. Replacement of Concrete Pad

The Contractor shall replace the concrete pad outside of the new sewer main trench to avoid future conflicts.

- *Basis of Payment*

Payment to be made through new, Lump Sum, Pay Item CO1-4 'Replace and Relocate Concrete Slab' at \$4,000.00/ LS

- *Added Cost*

1.0 LS x \$4,000.00/ LS = \$4,000.00

5. Extension of Contract Time

Due to the delay in delivery of the packaged sewer pump station, an additional 80 calendar days shall be added to the Contract Time.

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

Contract Price Prior to this Change Order	\$ 4,135,257.84
Net INCREASE Resulting From this Change Order	\$ 110,983.24
Current Contract Price, Including this Change Order	\$ 4,246,241.78

Contract Time Prior to this Change Order	240 Calendar Days (Start 01-06-2025, End 09-03-2025)
Net INCREASE Resulting from this Change Order	80 Calendar Days
Current Contract Time, Including this Change Order	320 Calendar Days (Start 01-06-2025, End 11-22-2025)

.....

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

Owner City of Northport

By _____ Date _____

The above changes are approved.

Engineer The Cassidy Company, Inc.

By Cassidy Date 10-6-25

The above changes are approved.

Contractor CivilCON LLC

By RJ Thompson Date 10-6-25
RJ Thompson, Manager

RESOLUTION NO. 25-

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

WHEREAS, on July 15, 2024, the City of Northport awarded CivilCON, LLC the contract for the repairs needed for Contract A: Highway 82 Pump Station, Gravity Sewer and Force Main; and,

WHEREAS, the Engineering department is requesting the City Council to authorize the City Administrator to execute Change Order No. 1 with CivilCON, LLC for Contract A: Hwy 82 Pump Station, Gravity Sewer and Force Main project; and

WHEREAS, this change order request includes repairs and improvements due to unknown field conditions in the amount of \$110,983.24, as well as an 80-calendar daytime extension.

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

1. To authorize the City Administrator to execute Change Order No. 1 with CivilCON, LLC for Contract A: Hwy 82 Pump Station, Gravity Sewer, and Force Main project, in the amount of \$110,983.24; 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 Change Order No. 1 with CivilCON, LLC for Contract A: Hwy 82 Pump Station, Gravity Sewer, and Force Main project.

RESOLVED AND DONE THIS [REDACTED] DAY OF [REDACTED] 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

Christy Bobo, Its President

ATTEST:

Tera Tubbs, Interim City Administrator

Reading: [REDACTED], 2025

Motion: _____

Second: _____



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

AGENDA ITEM NO. 9.b.4.

MEETING DATE: October 20, 2025

SUBJECT: Resolution to Authorize the City Administrator to Execute a Revised Reimbursable Agreement with Alabama Department of Transportation for HWY 43/82 Improvements

Unfinished Business: X

New Business:

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Morgan Stuart

Approved By: Brad Matthews

Summary:

On September 22, 2025, the City Council authorized the City Administrator to enter into a Reimbursable Agreement with Alabama Department of Transportation (ALDOT) for the HWY43/82 project. The Engineering Department has received a revision of the agreement and requests the City Council authorize the City Administrator to execute the revised agreement with ALDOT for this project. The scope of the project and funds will remain the same. Documentation Attached.

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 Execute the Revised Reimbursable Agreement with ALDOT for the HWY 43/82 Improvements.

RESOLUTION NO. 25-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A
REVISED REIMBURSABLE AGREEMENT WITH ALABAMA DEPARTMENT OF
TRANSPORTATION FOR THE HWY43/82 PROJECT**

WHEREAS, on September 22, 2025, the City Council authorized the City Administrator to enter into a Reimbursable Agreement with Alabama Department of Transportation (ALDOT) for the HWY43/82 project. and,

WHEREAS, The Engineering Department has received a revision of the agreement and requests the City Council authorize the City Administrator to execute the revised agreement with ALDOT for this project. The scope of the project and funds will remain the same; and

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

1. To authorize the City Administrator to execute a Revised Reimbursable Agreement with Alabama Department of Transportation for the HWY 43/82 Improvements; and,
2. That the City Administrator and /or her designee is hereby authorized to execute any and all documentation relevant to the work described herein and the contract itself; and;
3. That the City Administrator and/or her designee is hereby authorized to issue and approve requisitions associated with the Revised Reimbursable Agreement with Alabama Department of Transportation for the HWY 43/82 Improvements.

RESOLVED AND DONE THIS 20th DAY OF OCTOBER 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

Christy Bobo, Its President

ATTEST:

Tera Tubbs, Interim City Administrator

Reading: October 20, 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 TRC-NH-0006 (602)

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

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>Calvin Cassady, 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	\$ 2,131,800.00	\$ -	
2. Less Salvage Credit (Show as zero if none)	\$ -	\$ -	
3. Less Other Credit (If Applicable)	\$ -	\$ -	
4. Total Estimated Construction Cost	\$ 2,131,800.00	\$ -	
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			
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)	\$ -	\$ -	
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		
13. Total Cost Including Betterment		\$ 196,844.00	

EST COST* FOR UTILITY

\$ -

\$ -

\$ -

\$ -

IF Agree w/ betterment may have additional cost for E & I and Labor Additive

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.

a. IN-KIND

b. BETTERMENT

Page 26 of 156

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
9/30/2025

Item No.	ALDOT Unique Item No.	Estimated Quantity	Unit	Description	Estimated Unit Cost	Estimated Total Cost
1	600A000	1.0	LS	Mobilization	\$ 130,000.00	\$ 130,000.00
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	\$ 1,500.00	\$ 3,000.00
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>)	\$ 1,000.00	\$ 1,000.00
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 (<i>Approximately 1.10" Thru 2.0" Thick</i>)	\$ 10.00	\$ 25,000.00
18	424A341	260.0	Ton	Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B	\$ 180.00	\$ 46,800.00
19	424B636	260.0	Ton	Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B	\$ 180.00	\$ 46,800.00
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)	\$ 10,000.00	\$ 10,000.00
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	\$ 5,100.00	\$ 5,100.00
63	740AAAA	1.0	LS	Traffic Control	\$ 20,000.00	\$ 20,000.00
Total Estimated Construction Cost (In-Kind)						\$ 2,131,800.00

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 Project Cost	\$	2,328,644.00



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

AGENDA ITEM NO. 9.b.5.

MEETING DATE: October 20, 2025

SUBJECT: Resolution Authorizing the City Administrator to Execute Amendment No.1 with TTL, Inc for Professional Services for the Main Avenue Revitalization project

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Morgan Stuart

Approved By: Brad Matthews

Summary:

The Engineering Department is requesting that the City Council authorize the City Administrator to execute Amendment No. 1 with TTL, Inc. for Professional Service for the Main Avenue Revitalization project. The scope of Amendment No. 1 includes additional services during the design phase and the addition of C E & I services, in the total amount of \$654,959.97. The project will be funded with MPO with an 80/20 split. The fiscal impact to the City will be \$126,770.66.

Recommendation:

That the requested resolution be approved.

Funding Source/GL Code:

GL Code No. 01-32-600-81005 Amount: \$126,770.66

Motion for Consideration:

I move that the City Council authorize the City Administrator to execute Amendment No.1 with TTL, Inc. for Professional Services for the Main Avenue Revitalization project.

RESOLUTION NO. 25-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE
AMENDMENT NO. 1 WITH TTL, INC. FOR PROFESSIONAL SERVICES FOR THE
MAIN AVENUE REVITALIZATION**

WHEREAS, the Engineering Department is requesting that the City Council authorize the City Administrator to execute Amendment No. 1 with TTL, Inc. for the Professional Services for the Main Avenue Revitalization project; and,

WHEREAS, the scope of Amendment No. 1 includes the additional services during the design phase and the addition of C E & I services, in the amount of \$654,949.97; and

WHEREAS, the project is funded with MPO for an 80/20 split. The fiscal impact to the City will be \$126,770.66.

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 TTL, Inc. for the Professional Services for the Main Avenue Revitalization project, in the amount of \$126,770.66; 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 TTL, Inc. for the Professional Services for the Main Avenue Revitalization project.

RESOLVED AND DONE THIS 20th DAY OF OCTOBER 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

Christy Bobo, Its President

ATTEST:

Tera Tubbs, Interim City Administrator

Reading: October 20, 2025

Motion: _____

Second: _____

Exhibit "A"



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

October 10, 2025

Tera Tubbs, P.E.
City of Northport – City Engineer
3500 McFarland Blvd
Northport, AL. 35476

RE: Fee Proposal for Professional Services and Construction Engineering and Inspection
Main Avenue Streetscape from 5th Street to US-82 (SR-6)
Tuscaloosa County, Alabama

Dear Mrs. Tubbs,

We are writing to provide you with the following proposal for professional services on the 1.67 mile streetscape project along Main Avenue from 5th Street to McFarland Boulevard (SR-6). We have included an amendment for additional services during the design phase and an attached manday estimate for the construction engineering and inspection (CE&I) services that meet ALDOT standards. The items in the amendment were additional services requested after design commenced and were required for ALDOT to process the project. Those items were as follows:

- Revisit the entire environmental CE document. The previous environmental was at de minimis stage and due to the extended culvert, the full process was required.
- ALDOT style right-of-way map was required in addition to the typical map and description for the City to pursue right-of-way and easements. TTL assisted with revisions and updated maps and descriptions as requested during the right-of-way acquisition.
- Addendums and revisions requested by ALDOT during bid phase.

The City also requested water and sewer improvements in addition to the relocations required for the project. Video Industrial completed a video inspection of the existing sewer mains. A still image site rendering at the intersection of Main Ave. and 10th St. was completed for the project. We've provided a summary of the fees below:

<u>Basic Services</u>	<u>Orig. Contract</u>	<u>Amendment 1</u>	<u>Rev.Contract</u>
Preliminary Design	\$191,908.40	N/C	\$191,908.40
Final Design	\$287,862.60	\$87,000.00	\$374,862.60
Design Surveying	\$34,129.00	N/C	\$34,129.00
<u>Other Services</u>			
Easements/Rights of Way	\$22,501.00	\$27,000.00	\$49,501.00
Design Testing	\$32,293.42	(\$3,229.34)	\$29,064.08
Permitting, Licensing, and/or Studies	\$7,655.00	\$16,000.00	\$23,655.00
Total Basic & Other Services	\$576,349.42	\$126,770.66	\$703,120.08

<u>Services During Construction</u>	<u>Orig. Contract</u>	<u>Amendment 1</u>	<u>Rev.Contract</u>
Construction Engineering and Inspection (see attached)		\$528,189.31	\$528,189.31

TOTAL Estimated Amendment No. 1 **\$654,959.97**

We greatly appreciate the opportunity to provide this proposal to you. Please let us know if you have any questions or require further information.

Sincerely,
TTL, INC.



Chris Crawford, PE
Vice President/Civil Regional Leader

attachments: Construction Engineering and Inspection Manday Fee Estimate

CITY OF NORTHPORT, ALABAMA

CONTRACT TO FURNISH ENGINEERING AND RELATED SERVICES TO THE CITY OF NORTHPORT FOR DESIGN AND CONSTRUCTION OF A PUBLIC WORKS PROJECT

DR. JOHN HINTON, MAYOR

CITY COUNCIL OF NORTHPORT

Council Members:

**CHRISTY BOBO
WOODROW WASHINGTON
KARL WIGGINS
JAMIE DYKES
ANWAR AIKEN**

Tera Tubbs, Interim City Administrator

**PROJECT: Main Avenue Revitalization
21.03.01**

**FOR: Engineering Department
(City Department)**

(2025)

TABLE OF CONTENTS

ARTICLE 1.	THE PROJECT	1
ARTICLE 2.	DEFINITIONS	2-3
ARTICLE 3.	SCOPE OF SERVICES	3-4
A.	Preliminary Design Services	4-6
B.	Final Design Services	6-8
C.	Bid Phase Services	8-9
D.	Engineering Services During Construction	9
1.	Engineer, Owner's Representative	9
2.	Generally	9-10
3.	Preconstruction Conference	10
4.	Observations of Project by Engineer, etc.	10
5.	Authority of Engineer	10
6.	Bid Law; Change Orders	10-11
7.	Certificates of Payment	11-12
8.	Compliance with Laws, etc.	12
9.	Access	12
10.	Submittals, etc.	12
11.	Traffic Control Plan	12
12.	Substantial Completion/Final Completion & Payment	12-14
E.	General Responsibilities	14
ARTICLE 4.	DESIGN TESTS AND OTHER STUDIES	14
ARTICLE 5.	ADVANCED SERVICES DURING CONSTRUCTION; SDC	14
A.	Additional Engineering Construction Services	14
B.	Project Inspectors	15
1.	Generally	15
2.	Construction Video and Photographs	15
C.	Contractor's Responsibility	15
ARTICLE 6.	PERMITTING, LICENSES AND/OR STUDIES	15-17
ARTICLE 7.	LEVEL OF COMPETENCE, OWNER APPROVAL, CONFLICTS OF INTEREST, ETC.	17-18
ARTICLE 8.	RECORD DOCUMENTS	18
ARTICLE 9.	OWNERSHIP AND USE OF DOCUMENTS	18-19
ARTICLE 10.	ASSIGNMENT	19-20
ARTICLE 11.	INSURANCE	20
ARTICLE 12.	STATUS OF ENGINEER	20

ARTICLE 13.	PERSONNEL	21
ARTICLE 14.	COMPENSATION	21
A.	Preliminary Design	21
B.	Final Design	21
C.	Bid Phase	22
D.	Basic Engineering SDC	22
E.	Design Surveying	22
F.	Maximum Payments	22
G.	Easements/Rights-of-Way	22
H.	Advanced Services During Construction (SDC); Administration and Inspections	22
I.	Design Testing	23
J.	Construction Testing	23
K.	Administration; Reimbursement of Expenses	23
L.	Permitting, Licensing and/or Studies	23
M.	Prequalification of Bidders	23
N.	Traffic Control Plan	23
O.	L.O.M.R.	23
P.	Sales and Use Tax Savings	23
Q.	Generally	23-24
ARTICLE 15.	PERIOD OF SERVICE	24
A.	Completed Preliminary Design	24
B.	Easement Negotiation, etc.	24
C.	Final Design	24-25
D.	Bidding Phase	25
E.	Construction Administration and Services During Construction	25
F.	Miscellaneous	25
G.	Suspension, Delay, or Interruption of Work	25-26
ARTICLE 16.	FINAL PAYMENT	26
ARTICLE 17.	TERMINATION	26-27
ARTICLE 18.	ATTACHMENTS, MISCELLANEOUS CLAUSES SCHEDULES AND SIGNATURES	27
ARTICLE 19.	MISCELLANEOUS CLAUSES	27-30
ARTICLE 20.	COMPLIANCE WITH IMMIGRATION LAW	30
ARTICLE 21.	COMPLIANCE WITH AFFORDABLE HEALTH CARE ACT	31
ARTICLE 22.	COMPLIANCE WITH TRAFFICKING VICTIMS PROTECTION ACT	31
ARTICLE 23.	COMPLIANCE WITH ACT 2016-312	31

STATE OF ALABAMA)
TUSCALOOSA COUNTY)
CITY OF NORTHPORT)

**CONTRACT TO FURNISH ENGINEERING AND RELATED SERVICES
TO THE CITY OF NORTHPORT FOR DESIGN AND
CONSTRUCTION OF A PUBLIC WORKS PROJECT**

**(Project Name: Main Avenue Revitalization)
(Project Number:21.03.01)**

THIS AGREEMENT made and entered into on this the 20th day of October, 2025, by and between the firm of TTL, Inc., a Professional Engineering Corporation, hereinafter referred to as the ENGINEER, which will provide engineering and related services described herein to the CITY OF NORTHPORT, a Municipal Corporation, hereinafter sometimes referred to as the OWNER or CITY, for the consideration hereinafter set forth, for a project generally described as a Public Works Project, as further specified herein, as follows:

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

ARTICLE 1 - THE PROJECT

The "Project" (hereinafter referred to as the Project or Projects as the case may be) includes the following public works construction and/or improvements and related facilities and appurtenances:

GENERALLY:

Professional services on the 1.67 mile streetscape project along Main Avenue from 5th Street to McFarland Boulevard (SR-6). We have included an amendment for additional services during the design phase and an attached man-day estimate for the construction engineering and inspection (CE&I) services that meet ALDOT standards.

The items in the amendment were additional services requested after design commenced and were required for ALDOT to process the project. The following items were as follows: • Revisit the entire environmental CE document. The previous environmental was at de minimis stage and due to the extended culvert, the full process was required.

• ALDOT style right-of-way map was required in addition to the typical map and description for the City to pursue right-of-way and easements. TTL assisted with revisions and updated maps and descriptions as requested during the right-of-way acquisition.

• Addendums and revisions requested by ALDO during bid phase. The city also requested water and sewer improvements in addition to the relocations required for the project. Video Industrial completed a video inspection of the existing sewer mains. A still image site rendering at the intersection of Main Ave. and 10th St. was completed for the project.

Without limiting the generality of the foregoing, specifically the scope of services to be performed by ENGINEER are as more particularly set forth in the attached document entitled Fee Proposal for Professional Services & C E & I, which is attached hereto and adopted herein by reference as Exhibit "A". 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 – DEFINITIONS

Unless the context clearly indicates otherwise, the following terms shall have the meaning ascribed to them:

A. **Contract Documents.** Contract documents are defined as including, but not limited to plans, drawings, specifications, contracts, bond requirements, bonds, insurance requirements, legal requirements, general conditions, special conditions, advertisement, addenda, instructions to bidders, change orders, change order requests, and any written modifications to any such documents.

B. **Contractor.** The Contractor shall generally be defined as the construction entity with whom the OWNER contracts to construct the work (Project). The Contractor is responsible to the OWNER for his subcontractors, suppliers, etc. The OWNER and ENGINEER shall recognize and conduct business with the prime contractor. However, the ENGINEER shall treat all work by subcontractors or suppliers the same as if the work had been performed or furnished solely by the prime contractor. The prime contractor has full responsibility and is solely responsible for the actions or inactions and work of his subcontractors. In the event the OWNER is utilizing a construction management format, CONTRACTOR shall refer to each trade contractor.

C. **Direct Expenses.** That, the ENGINEER'S direct expenses are defined as the costs incurred on or directly for the project (other than the salary and general overhead costs as defined herein before). Such direct expenses shall be computed on the basis of actual purchase price for items obtained from commercial sources and on the basis of usual commercial charges for items provided by the ENGINEER. Direct expenses shall include, but not be limited to, necessary transportation costs, including mileage when the ENGINEER'S own automobiles are used, meals and lodging, field and laboratory tests and analyses, automatic typing equipment services, telephone, printing, binding and mailing charges, relocation and travel expenses of employees to the project(s) area as necessary, and all costs associated with subconsultants, and other outside services and facilities.

D. **Engineer.** The ENGINEER shall generally be defined as the party with whom the OWNER contracts to provide engineering and related services pursuant to this AGREEMENT. The term "ENGINEER" shall generally include its officers, employees, agents, consultants, and contractors to the ENGINEER.

E. **Gender:** A word importing one gender shall, if appropriate, extend to and be applied to the other gender. The masculine shall include the feminine and vice-versa, unless the context clearly indicates otherwise.

F. **Hourly Rate or Hourly Per Diem Rate.** The hourly rate per classification of employee of ENGINEER reflected at the rate per hour or one-eighth (1/8) of the tabulated per diem rate for a normal eight (8) hour workday. The hourly rate and/or the per diem hourly rate include all overhead as herein defined. Hourly Rates are defined as those rates charged for work directly performed on the Project by ENGINEER at the indicated labor classifications of ENGINEER as set forth on the ENGINEERS hourly rate schedule attached hereto and adopted herein by reference. These rates encompass all elements of compensation, indirect expense and reimbursement including but not limited to profit, salary cost, general overhead, general overhead cost, payroll burden, indirect expenses, computing systems, special health and safety requirements of the Occupational Safety and Health Administration (OSHA), and telecommunications services, but not direct expenses and are subject to annual calendar year adjustments not to exceed the Consumer Price Index. The hourly rate and/or the per diem hourly rate does not include direct expenses.

G. **General Overhead.** That, for the purpose of defining general overhead, general overhead costs are defined as a percentage of all firmwide direct salaries on all client projects necessary to cover salary overhead, defined as all firmwide taxes, payments, benefits, and premiums such as, but not limited to, workmen's compensation insurance, social security, state and federal unemployment insurance, medical-hospital insurance, salary continuation insurance, pension plan costs, and pro rata allowances for vacation, sick leave, and holiday pay applied as an average percentage of the direct salary, all indirect salaries, incentive and retirement pay, buildings and equipment, taxes, licenses, insurance, professional education, cost of acquiring and maintaining computers, developing software and training staff, recruiting costs, business development expenses, general printing and reproduction costs, library and periodical expenses, business development expenses, executive, administrative accounting, clerical salaries and

expenses, and all other generally accepted overhead expenses. General overhead also includes labor burden, indirect expenses and profit.

H. **Owner.** All references to OWNER to this agreement shall be construed to refer to the City of Northport, Alabama, a Municipal Corporation, or its designated representative.

I. **Project.** Shall refer to the public work(s) as generally described herein or any phase or portion thereof and to which the engineering services pursuant to this AGREEMENT relate.

J. **Salary Cost.** That, the ENGINEER'S salary costs are defined as the amount of the wages or salaries of the ENGINEER'S employees including ENGINEER if not a corporation, working on the project(s) as reflected by the Engineer's hourly rate schedule. Salary costs are further described as the direct salary. Salary costs are included in general overhead and in the hourly or per diem hourly rate.

K. **Singular/Plural:** The singular shall include the plural and vice-versa, unless the context clearly indicates otherwise.

L. **Substantial Completion:** Shall be that degree of completion of the Project or a defined portion of the Project, as evidenced by the ENGINEER's written notice of substantial completion, sufficient to provide the OWNER, at its discretion, the full time use of the Project or defined portion of the Project for the purposes for which it was intended. "Substantial Completion" of an operating facility or operating component of the Project shall be that degree of completion that has provided a minimum of seven (7) continuous days of successful, trouble free operation of the facility in a "fully automatic" manner acceptable to the OWNER and ENGINEER and with all redundant systems fully operational. All equipment contained in the Project, plus all other components necessary to enable the OWNER to operate the facility in a manner that was intended shall be complete on the substantial completion date.

M. **TCP: "Traffic Control Plan":** A plan to regulate the flow of traffic at a minimum in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, Latest Edition, Federal Highway Administration.

N. **Trade Contracts or Contractors:** Shall refer to multiple prime contractors on one project usually utilizing a construction management format. Each trade contract represents a significant construction activity performed concurrently with and closely coordinated with activities on the project under other trade contracts.

ARTICLE 3 - SCOPE OF SERVICES

GENERALLY: For the respective sums and subject to the respective maximums as set forth in Article 14 hereof, the ENGINEER agrees to perform for OWNER, for the above described Project, the professional services necessary for the design, bidding, and construction of the Project as set forth in this contract. The engineering and related services for the Project referred to within this AGREEMENT shall generally include, but are not limited to the services set forth herein, including coordinating and cooperating with other persons, firms and companies under contract with the OWNER. To the extent applicable to the Project, during the design and construction, the ENGINEER shall comply with any of the OWNER'S APPLICABLE DESIGN CONSIDERATIONS for the type of project. However, such DESIGN CONSIDERATIONS shall be utilized only as minimal considerations and by no means include or reference all considerations necessary for an acceptable or proper design. The work of the ENGINEER shall result in the project functioning in accordance with the scope of work. It is the intention of the Owner that the project to which this AGREEMENT pertains, reliably and properly serve the purpose for which it was designed and constructed.

If no consideration is indicated in Article 14 for the respective engineering services, it is the intention of the parties that those particular services not be provided or performed unless it is otherwise indicated to be included within another service.

Effect of State and Federal Laws and Regulations. The Scope of Services as defined herein and as provided by ENGINEER 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 ENGINEER into the Scope of Services to the extent applicable. If such incorporation substantially increases the level of effort required of the ENGINEER, the basis of the compensation as defined herein shall be subject to renegotiation between the parties. It shall be the responsibility of the ENGINEER to promptly notify OWNER of any such changes in state or federal laws or regulations or requirements which would effect his/her scope of services or level of effort.

In addition to fulfilling all requirements of this AGREEMENT, ENGINEER shall perform for OWNER the following services:

A. Preliminary Design Services: The ENGINEER shall prepare preliminary design documents for approval by OWNER consisting of preliminary drawings, and other services and documents, which among other matters shall illustrate the scale and relationship of the project components, fixing and describing the size and character of the entire project, including if applicable or feasible, location, alternate routes, materials and such other elements as may be appropriate. Included in preliminary design shall also be the following:

1. Preconstruction Activities: ENGINEER shall conduct pre-construction activities consistent with accepted engineering practices, including but not limited to preliminary and design surveying, soil evaluations, public meetings, predesign conference with all utilities with facilities in the project area, or meetings with interested entities, estimates of probable construction cost, all required public notices and hearings (as required by state or federal governments), federal and state applications and compliance with the same.
2. The ENGINEER shall prepare and formulate an engineering plan for the Project(s), including but not limited to attending meetings with City representatives, contact, collect, review, study and evaluate all previous reports, plans and studies in the Project(s) area, including but not limited to utilities, rights-of-way, drainage, etc. Assemble, review and evaluate all subsurface information available. Collect property ownership information.
3. Establish design criteria. Contact all involved utilities and agencies that may have criteria that would affect the design process, particularly any agency that may have jurisdiction affecting the location, design, environmental, historical and/or archaeological impact of the Project(s).
4. Attending coordination and consultation meetings with the OWNER'S staff to obtain input into the design process. Attendance of one (1) meeting (per month) at OWNER'S request and at locations specified by OWNER, per project, is included within the Scope of Services. These meetings are for the benefit of the OWNER. Additional meetings may be necessary for the ENGINEER to obtain information required by the ENGINEER. The ENGINEER shall consider OWNER preferences in the design.
5. Evaluate alternative routes. Factors to be considered in evaluation include, but are not limited to:
 - Right-of-way acquisition
 - Traffic control
 - Utility conflicts
 - Constructability
 - Construction cost
 - Soil conditions
6. Preparing preliminary design documents to include, but not limited to the following, where applicable: Preliminary layouts showing all major utilities, etc., which could be located through the exercise of due diligence.

- Geotechnical investigation and report to include field services and other design testing as well as all other studies or surveys shall be included.
- Interconnection and valving.
- Realignment of routes.
- Construction cost estimates.
- OWNER approval of sites or easements shall be obtained as soon as possible to expedite acquisition. ENGINEER shall provide current ownership information for all necessary acquisitions including name of owner, address of owner, source of title, and the associated tax parcel identification number.
- Sites for all facilities.
- Descriptions, capacities, piping schematics, sketches, and/or preliminary drawings of all facilities as needed to convey design and performance concepts to OWNER and others.

It is recognized that portions of the Preliminary Design may have to be submitted prior to the Complete Preliminary Design in order to obtain OWNER concurrence of concepts prior to incurring cost and time for concepts that may be determined unacceptable.

7. Utility Location and Conflicts: The Engineer shall locate and identify all utilities within the project area and reflect the same on the preliminary plans. The Engineer shall determine the necessity for relocation and/or areas of relocation for each utility within the Project area that conflicts with the Project. The engineer shall contact each such utility and coordinate with their respective representative's relocation activities if necessary. In regard to City utilities (water, waste water, storm drainage, fiber optic and/or telecommunications, etc.) the Engineer shall, during preliminary design, locate the same both horizontally and vertically as they exist within the project area. If it appears that any City utilities so located may conflict with the Project, the Engineer shall notify the appropriate department of the City, in writing, during preliminary design phase. The Engineer shall then confer and coordinate with such City representative in regard to the best course of action to address the City utility conflict or relocation of the same during and prior completion of final design and incorporate within final design and the contract documents the appropriate solution to address City utility conflicts.
8. Furnish to OWNER, on at least a monthly basis, a progress report and appropriate interim work products. (Although the same will not be considered submission of completed or draft preliminary design, it will be used by OWNER to facilitate its review of the ENGINEER'S progress on preliminary design submittal documents and shall not obligate OWNER to review these documents within a particular time frame.
9. Submittal of five (5) sets of draft preliminary design documents to OWNER for OWNER staff and OWNER representative review and comment. (These draft preliminary documents shall be complete.) After OWNER review, the ENGINEER shall modify the preliminary design documents in accordance with the comments by the OWNER.
10. Preparing a budget - estimate of probable construction cost based on the preliminary design documents. The ENGINEER's estimate of construction cost of the Project is \$_____.
11. Submittal of five (5) sets of completed preliminary design documents to OWNER to review and approve. These preliminary design documents shall be complete and address all comments of OWNER. In addition, the ENGINEER will provide the OWNER with AutoCAD software electronic files of all design drawings prepared for this project.
12. Make required application and submissions, and meet with and obtain reviews, approvals and permits for the Project, from applicable county, state or federal regulatory agencies. Assist OWNER in obtaining consents and approvals from any FHA rural water authorities or districts. If the Project is funded, in whole or in part, by the proceeds of a loan to the OWNER from the State Revolving Fund (SRF) either water or sewer, or a grant or funding from the Federal Highway Administration (FHA or ISTEA), the Department of Housing and Urban Development (HUD), the Community Development Block Grant Program (CDBG), the State of Alabama Department of Transportation

(ALDOT) or any other State or Federal agency or combination thereof, the ENGINEER shall conduct all services in conformance with applicable regulations and requirements, including but not limited to approval of plans, specifications, invoices, and providing the required certifications and obtaining the required approvals. Without limiting the generality of the foregoing the ENGINEER's attention is called to the necessity to comply with the State of Alabama Department of Transportation Guidelines for Operations in regard to the procedures for processing State and Industrial access funded projects for cities and counties.

13. The ENGINEER shall perform design testing including but not limited to geotechnical investigations (field services and test drilling), for the compensation for such services as set forth in this agreement, unless already performed under separate contract. The ENGINEER shall determine, as part of preliminary design services, if archeological or historical, as well as Wetlands, environmental or endangered species studies or surveys of sites, easements or any area of the project is needed and so advise the OWNER. If this agreement provides compensation for such services, then the ENGINEER shall have such studies or surveys performed.

B. Final Design Services: The ENGINEER shall not proceed with final design services until the completed preliminary design documents have been approved by the OWNER. Final design services shall be performed by ENGINEER, to further fix and describe the project with such accuracy and detail so as to enable the Contractor or Contractors as the case may be, to bid and construct the project, and minimize potentials for construction changes, construction additions, claims, delays, omissions, or conflicts, including but not limited to the following:

1. Attending periodic coordination and consultation meetings with the OWNER'S staff to present work completed or underway at the time of the meeting and to obtain OWNER input. Attendance of one meeting, per month, at OWNER'S request and at a location specified by OWNER, per project is included within the scope of services. These meetings are for the benefit of the OWNER. Additional meetings may be necessary for the ENGINEER to obtain information required by the ENGINEER.
2. At its option, the OWNER may elect to furnish certain Standard Specifications and/or Contract Documents including front-end legals, general conditions, and/or technical specifications to the ENGINEER for use on this project. The ENGINEER shall modify these standard specifications (by special conditions) to meet the requirements of this contract for this project. The furnishing by the OWNER of any such standard specifications or Contract Documents in no way reduces the responsibility of the ENGINEER for the correctness and completeness of the specifications or Contract Documents or any other aspect of the work for this project. The ENGINEER shall modify and revise such standard specifications or Contract Documents by special conditions as he deems necessary in order to perform service for OWNER as required herein and complete the project.
3. Submittal of five sets of preliminary construction Contract Documents, including plans and specifications on each project to the OWNER or OWNER'S representative for review when each design is approximately two-thirds complete for each project. Mark the printing date on these and subsequent sets of documents. Transmittal of relevant portions of plans and specs to affected utilities.
4. Design criteria; Federal and State rules and regulations: The work designed shall be "first class" in all respects and shall comply with all applicable design and construction standards and regulations including but not limited to standards of the Alabama Department of Transportation, Federal Highway Administration, the U. S. Army Corps of Engineers, ADEM, NFPA, ACI, AISC, applicable storm water regulations and applicable building codes. The work designed shall be submitted to the applicable regulatory agencies and offices by the ENGINEER for approval or review as required and the documents shall be modified by the ENGINEER to meet all code and regulatory requirements. It shall be the responsibility of the ENGINEER to make a determination and advise the OWNER's representative, in writing, as to whether or not or to what extent permit(s), license(s), consent(s) or studies are required by any Federal, State or Local Government or agency for the Project. Without

limiting the generality of the foregoing, ENGINEER shall make such determination and advise the OWNER's representative, in writing, whether or not a permit is required for any of the following: Wetlands (Sec. 404 Clearwater Act), Storm Water (Phase I and Phase II) (33 USC §1342 et seq., Ala. Code §§22-22A-1 – 22-22A-14), threatened or endangered species, archeological or historical (cultural) sites, and/or hazardous materials.

The OWNER may elect to have the ENGINEER perform any such permitting, licensing or study services pursuant to Article 6. "Additional or Extra Services."

5. ~~All design and building specifications for new or renovated buildings and/or other facilities, to the extent applicable, shall comply with the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG) as promulgated by the U.S. Architectural & Transportation Barriers Compliance Board. All construction work done pursuant to said design and building specifications shall comply with the ADAAG. The ENGINEER will design said work and verify through observation that the work complies with the ADAAG.~~
6. Provision of final surveying to establish vertical and horizontal control for design and construction and for easements, rights-of-way, and/or land purchase. The ENGINEER shall obtain permission, written where feasible, from property owners prior to entering upon the same for surveying or any other purpose. The ENGINEER shall take reasonable measures to prevent damage to property and repair damage where practical.
7. Development of final construction cost estimates.
8. Preparation of correct legal descriptions and plats for deeds, rights-of-way, easements, and permits. Said legal descriptions and plats to include current ownership information, source of title, and tax parcel identification number. OWNER will provide form deeds or prepare deeds for rights-of-way and/or easements for use by ENGINEER upon ENGINEER's request. ENGINEER shall complete preparation of legal descriptions and plats in a prompt and timely manner, well in advance of bidding, so as not to delay or interfere with contractor performance. ENGINEER shall assist OWNER in negotiating or obtaining easements, deeds or rights-of-way. If condemnation is necessary, the ENGINEER shall assist OWNER as needed, including services as an expert witness.
9. The final plans and specifications provided by the ENGINEER shall bear the stamp of a professional engineer registered in the State of Alabama who is a full time employee of the ENGINEER (not a subconsultant). Each plan sheet, regardless of whether or not prepared by a subconsultant to the ENGINEER, shall bear the signature or be initialed by a professional engineer, registered in the State of Alabama, who is a full time employee (not a subconsultant) of the ENGINEER.
10. Five (5) sets per project of draft final Contract Documents including plans, specifications, and contracts, etc., shall be submitted to the OWNER for review and comment. These documents shall be complete and include all work known by the ENGINEER to be necessary in ready-to-bid documents. After OWNER review, the ENGINEER shall modify the Contract Documents in accordance with comments by the OWNER. Bid documents shall contain all provisions required for municipal contracting under Alabama Bid Law and other statutes.
11. Submission of five (5) sets per project of completed, ready-to-bid final Contract Documents (including plans, specifications, contracts, etc.) to OWNER for review and approval. After OWNER review, these Contract Documents shall again be modified, if necessary, by the ENGINEER and shall address all comments of OWNER, and be final Contract Documents.
12. Preparing final Contract Documents (including plans, specs, etc.) ready for competitive bidding.
13. Prepare definitive estimate of probable construction cost based upon final design documents.
14. Prepare Traffic Control Plan if required by provisions of Article 3.D. §11 "Traffic Control Plan."

C. Bid Phase Services: The ENGINEER shall provide the following Bid Phase Services per project:

1. Conducting pre-bid conferences.
2. Providing and coordinating bid phase activities including but not limited to the following activities:

- Provide stamped bid plans and bid documents in PDF Internet ready format (to be included on the Office of the City Engineer's Web page) to Office of the City Engineer one week prior to the advertisement for bids.
 - Preparing and place advertisements for bids (Cost of advertisement to be paid by OWNER) pursuant to Ala. Code §39-2-2(a) (1975).
 - Reproduction, distribution and handling of plans, specifications and Contract Documents to bidders, pursuant to Ala. Code §39-2-3 (1975).
 - Accept deposits from bidders (not in excess of twice the cost of reproduction and handling) and make refunds of deposits as required by Ala. Code 39-2-3 (1975).
 - Provide adequate number of copies of Contract Documents for OWNER and all State or Federal agencies.
 - Communicate with bidders and address questions and issues raised by bidders.
 - Provide technical interpretations.
 - Prepare addenda to specifications or plans.
 - Assist OWNER in letting contracts including bid openings, presence at Council Meeting pertaining to the same and opening of bids.
 - Promptly analyze and prepare written tabulations of bid proposals.
 - Evaluate and return bid bonds in accordance with Ala. Code §39-2-4(a) and Ala. Code §39-2-5 (1975).
 - Recommend contract award to OWNER.
 - Notify successful bidder of conditional award, Ala. Code §39-2-6 (1975).
 - Promptly prepare Contracts Documents for execution by successful bidder, present to bidder for execution and verify prior to delivery to the OWNER that the same are properly executed with all necessary supporting documents including bonds and insurance, pursuant to Ala. Code §39-2-8 (1975).
 - Conclude OWNER execution of Contract Documents pursuant to Ala. Code §39-2-9 and issue notice to proceed pursuant to Ala. Code §39-2-10.
3. In the provision of Bid Phase Services to the OWNER, the ENGINEER, if the Scope of Engineering Services or the project provides for the purchase of materials for the construction, modification, alteration, or repair of any publicly owned facility, shall not specify in any bid document the use of materials or systems by a sole source, unless the ENGINEER in accordance with Ala. Code §41-16-57(b)(1975) or Ala. Code §39-2-2(f) (1975), performs the following:
- Documents to the satisfaction of the City Council that the "sole source" product or service is of an "indispensable" nature, that there are no other viable alternatives, and it has been determined that only this particular product, material, system or service fulfills the function for which the product is needed. Frivolous features will not be considered.
 - The sole source specification is recommended by the ENGINEER of record and the ENGINEER documents that there is no other product available and that the use of the requirement is of an indispensable nature and why.
 - All information substantiating the use of a sole source specification is documented by the ENGINEER in writing and maintained by the ENGINEER and provided to the OWNER at the time of advertisement for bids.
- NOTE: Sole source requirements above do not apply to the construction, reconstruction, renovation or replacement of public roads, bridges, and water and sewer facilities.
4. Rebid cost bid exceeds budget, revisions, etc.: In the event the total of the lowest bid(s) received by the OWNER for the project exceeds the ENGINEER'S final construction cost estimates provided prior to bidding, the ENGINEER agrees to make such revisions and modifications to the plans and specifications necessary to reduce the cost of the project to an amount not in excess of said construction cost estimate

and will perform the incidental work and furnish the number of necessary documents as required by the AGREEMENT.

~~The ENGINEER will be compensated pursuant to the terms and conditions to be agreed upon at that time for revising plans and specifications if the bid overrun is up to 10% of the final construction cost estimate of the ENGINEER. Provided, however, if the bid overrun exceeds 10% of the ENGINEER's final construction cost estimate, then the ENGINEER will revise all plans and specifications for rebidding at no cost to the OWNER.~~

D. Engineering Services During Construction In the event the City determines to proceed with the construction of the project, then the ENGINEER shall perform the following services for OWNER:

1. **ENGINEER, OWNER'S Representative:** The ENGINEER shall be a representative of the OWNER during the construction of the project(s) and shall advise and consult with the OWNER or the OWNER'S representatives. With the possible exception of administering codes, laws and regulations, the OWNER'S instructions to the CONTRACTOR shall be forwarded through the ENGINEER. Provided, however, OWNER reserves the right to communicate directly with Contractor, but under such circumstances the OWNER shall keep ENGINEER informed of the nature of such communications. The ENGINEER shall have authority to act on behalf of the OWNER, but only to the extent provided for herein and in the Contract Documents.
2. **Generally:** Although the ENGINEER does not guarantee the performance of the CONTRACTOR, it shall be the duty of the ENGINEER (1) to request the CONTRACTOR to strictly adhere to the plans and specifications of the Contract Documents, (2) to use his best efforts to secure faithful performance of the contract by the Contractor, (3) to guard the OWNER against defects and deficiencies in the work of the CONTRACTORS or subcontractors and (4) to promptly advise the OWNER verbally and promptly notify the OWNER in writing of any significant departure in the quality of the materials or workmanship from the requirements of the plans and specifications, any significant problem with the work or potential claims. The ENGINEER shall keep the OWNER informed of the progress of work under this AGREEMENT and shall promptly advise the OWNER of any factors, occurrences, or developments that may necessitate modifications, revisions, or amendments to this AGREEMENT or the Contractor's Agreement. If the ENGINEER anticipates incurring cost for extra design, drafting, supervision, or other expenses due to changes requested by the OWNER in the project, ENGINEER shall immediately notify OWNER of the same in writing. The ENGINEER shall be equitably paid for such expenses and the services involved, provided that an amendment to this AGREEMENT is executed for said extra work prior to the performance of the same by the ENGINEER.
3. **Preconstruction Conference:** Conduct a Preconstruction Conference, prepare and distribute to the attendees and City representatives, a written summary of the conference.
4. **Observations of Project by ENGINEER; etc.** The ENGINEER shall make periodic visits to the project site, familiarize himself with the progress and quality of the project and determine if the project is proceeding in accordance with the Contract Documents. On the basis of his on-site observations as an ENGINEER, he shall guard the OWNER against defects and deficiencies in the work of the CONTRACTOR, and against claims for extra payment from the CONTRACTOR.
While the ENGINEER shall not be responsible for construction means, methods, techniques, sequences, procedures, or for safety precautions and programs in connection with the construction of the project, this shall not absolve the ENGINEER from duties to inspect and administer the project as set forth herein with reasonable skill and care.
Administration of the construction contract by the ENGINEER shall include regular inspections by the appropriate architectural or engineering professionals who prepared or assisted in the preparation of the plans and specifications for the work on the project.
The ENGINEER shall also in coordination with the OWNER conduct detailed substantial completion and final inspections and prepare punch list of all items not in full compliance with the construction contract.

The ENGINEER will make follow-up inspections to determine that punch list items have been completed prior to final payment. The ENGINEER shall conduct an inspection thirty (30) days prior to the end of the CONTRACTOR'S guarantee period. In addition, inspections by the ENGINEER must be at critical phases of the project, and in no case less than two inspections each week. Additional inspections shall be made as necessary or if required by OWNER or OWNER's representative. The ENGINEER shall promptly furnish the OWNER and each of the OWNER'S designated representatives, a copy of his written report of each inspection by him or his representative, and also summary reports of inspectors, engineers and architects. The reports shall note any deficiencies in the work.

During construction the ENGINEER shall hold a status/progress meeting with the Contractor at least monthly. ENGINEERS shall prepare a detailed written summary of the meeting within and distribute it to the attendees, including the OWNER, and the OWNER'S program coordinator within five (5) days after the completion of the meeting.

5. **Authority of ENGINEER:** The extent of the duties, responsibilities and limitations of authority of the ENGINEER during construction shall not be modified or extended beyond the scope as stated herein, without written consent of the OWNER and the ENGINEER.

The ENGINEER shall have authority to reject work by the CONTRACTOR on the project which does not conform to the Contract Documents and specifications. The ENGINEER shall also have authority, subject to consent of the OWNER, or OWNER'S designated representative, to require the work to stop whenever, in his reasonable opinion, it may be necessary for the proper performance of the plans and specifications. The ENGINEER may interpret the requirements of the Contract Documents. In such capacity, the ENGINEER shall render interpretations necessary for the proper execution or progress of the work with reasonable promptness on written request of either the OWNER or the CONTRACTOR. However, the City of Northport, as OWNER, reserves the right to render its own interpretation of the Contract Documents.

Interpretations and decisions of the ENGINEER shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in written or graphic form. In the capacity of interpreter, the ENGINEER shall endeavor to secure faithful performance by the CONTRACTOR.

6. **Bid Law; Change Orders:** It shall be the responsibility of the ENGINEER to require compliance with the Alabama Bid Law, Section 41-16-50, et seq., Ala. Code (1975), §39-1-1, et seq. (1975), §39-2-1, et seq. (1975), and §39-3-1, et seq. (1975), by the CONTRACTOR on the project. ENGINEER shall determine if a change order is needed in any given case during the performance of the contract. If the ENGINEER determines that a change order is needed, then he shall prepare a written change order, stating all pertinent facts and making necessary findings of fact as required by the change order language in the contract, including a determination of whether a change order meets the criteria and should be allowed, and submit the same to the OWNER'S designated representative for approval or disapproval by the OWNER. All change orders which would (1) increase or decrease the contract sum or construction bid price, (2) extend the contract time, or (3) materially change the CONTRACTOR'S scope of work or services, shall be approved by the City Council prior to performing the work addressed by the change order. Change orders shall be allowed only under the following conditions: 1) Minor changes for a total monetary amount less than that required for competitive bidding; and/or 2) Changes for matters incidental to the original contract necessitated by unforeseeable circumstances arising in the course of work under the contract; or 3) Changes due to emergencies; and/or, 4) Changes provided for in the original bidding and original Contract Documents as alternates. Change orders shall not exceed ten (10) percent of the total contract sum.

An emergency affecting the health, safety or welfare of the public or anyone shall be promptly addressed by the CONTRACTOR at his own risk.

The ENGINEER shall require the CONTRACTOR to obtain the consent of the surety prior to the execution of change orders and verify to the OWNER or to the OWNER'S designated representative, in writing, that said change orders have been satisfactorily implemented within a reasonable period of time after approval of the change order.

The ENGINEER has authority to order minor changes in work not involving any adjustment to contract sum, construction bid price, extension of the contract time, or a material change in the contract scope of work or services; however, he shall promptly notify OWNER of such orders.

The ENGINEER shall promptly transmit written notifications from Contractor regarding the performance of work that the Contractor deems extra and obtain OWNER'S approval prior to authorizing such extra work.

Any construction contract documents prepared by the ENGINEER, or supervised and/or administered and/or inspected by the ENGINEER, pursuant to this contract, shall contain standard City of Northport change order provisions consistent with the provisions herein and, shall not contain clauses pertaining to change orders which conflict with the same or the foregoing provisions.

7. **Certificates of Payment:** As part of the administration and supervision of the contract, the ENGINEER shall determine the amount owing to the CONTRACTOR on the project based on observations at the site, inspections and on evaluations of the CONTRACTOR'S application for payment, and other pertinent information, and shall issue Certificates of Payments in such amounts provided for in the Contract Documents, after verifying in writing to the OWNER that the work which the CONTRACTOR is requesting payment on the application has, to the best of his knowledge, information and belief, been performed by the CONTRACTOR, including any change orders pursuant to the contract terms and conditions.

The issuance of a Certificate for Payment shall constitute a representation by the ENGINEER to the OWNER, based on the ENGINEER'S observations and inspections at the site as provided herein and on the date comprising the CONTRACTOR'S application for payment, that the project has progressed to the point indicated; that, to the best of the ENGINEER'S knowledge, information and belief, the quality of work is in accordance with the Contract Documents (subject to an evaluation of the project's full conformance with Contract Documents upon substantial completion, to the results of any subsequent test required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment); and that the CONTRACTOR is entitled to payment in the amount certified.

The ENGINEER shall approve payment to the CONTRACTOR only for that work which is completed. For work not fully and satisfactorily completed, the ENGINEER shall recommend withholding payment in addition to the normal retainage being withheld on the contract.

The issuance of a Certificate for Payment shall not be a representation that the ENGINEER has made any examination to ascertain how and for what purposes the CONTRACTOR has used the money so paid. However, if there is a provision in the contract to pay the CONTRACTOR for materials stored on the job site, the ENGINEER shall obtain from CONTRACTOR, prior to the next payment, written certification from the materials suppliers that previous monies paid for materials stored on the job site have been paid to the supplier of the materials.

If the ENGINEER does not have written substantiation that the CONTRACTOR has paid for such materials, the ENGINEER shall deduct the appropriate amount from the then current Certificate of Payment. If the OWNER is utilizing a procedure with the CONTRACTOR in regard to sales and use tax purchases whereby the CONTRACTOR acts as the purchasing agent of the City in regard to certain material, the ENGINEER shall assist the OWNER as an additional service for the fee set forth herein in implementing and administering the procedure.

After issuance of final payment, the ENGINEER shall coordinate with OWNER and notify the CONTRACTOR in writing of the beginning and ending of warranty periods.

Review, verification and approval of CONTRACTOR'S request for payment must be accomplished within the time period stated in the Contract Documents less ten (10) days for OWNER'S processing.

8. **Compliance with Laws, etc.:** As part of the engineering services herein for supervision and administration of the construction of the project, the ENGINEER shall have the responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the project. The ENGINEER shall also comply with all applicable Federal, State and local laws, regulations and ordinances, including but not limited to the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Civil Rights Act of 1964, and any regulations promulgated thereunder, during the duration of this

AGREEMENT. Failure of the ENGINEER to comply with said laws, rules, regulations or ordinances may result in this AGREEMENT being subject to termination by OWNER. ENGINEER shall not discriminate on the basis of age, race, sex, religion, national origin or disability.

9. **Access:** The ENGINEER shall at all times have access to the project after acquisition by OWNER whenever it is in preparation or progress and shall insure in the Contract Documents that both OWNER and ENGINEER have the right of access to construction site.
10. **Submittals, etc.:** The ENGINEER shall promptly review and comment, within ten (10) working days after ENGINEER'S receipt of the submittals, to the CONTRACTOR and the OWNER, on CONTRACTOR'S submittals, shop drawings, samples and other submissions for conformance with the design concept, plans and specifications of the project so as not to delay the project.
11. **Traffic Control Plan:** The ENGINEER shall review the CONTRACTOR'S Traffic Control Plan (TCP) prior to construction for conformity to the Manual on Uniform Traffic Control Devices for Streets and Highways, Latest Edition, Federal Highway Administration, and review modifications and revisions to the TCP by the CONTRACTOR as needed to keep pace with progress of work, change orders or at the request of the City. All modifications or revisions by the CONTRACTOR to the TCP shall be submitted to the City of Northport Engineering Department prior to implementation.
If the respective paragraph in Article 14 indicates ENGINEER will be compensated for a Traffic Control Plan (TCP); then the ENGINEER shall be responsible for the development and design of the TCP, rather than the CONTRACTOR. Such design shall conform to the Manual on Uniform Traffic Control Devices for Streets and Highways, Latest Edition, Federal Highway Administration, at a minimum, and shall be submitted to the City Traffic Engineer, for review, prior to construction. ENGINEER shall modify and revise the TCP during construction to keep pace with the course of work, change orders or at the OWNER'S request. All modifications shall be submitted to the Traffic Engineer of OWNER.

12. **Substantial Completion/Final Completion and Payment:**

- (a) When the CONTRACTOR considers that the Project, or where acceptable to the OWNER, a designated portion thereof, substantially complete, the CONTRACTOR shall prepare and submit to the ENGINEER a list of items to be completed or corrected and request an inspection for substantial completion. Thereafter, the ENGINEER shall promptly conduct such an inspection and/or if an operating facility, after a minimum of seven (7) continuous days of successful, trouble free operation has been achieved during startup, the ENGINEER may in his/her professional judgment, issue a written notice of substantial completion for the purpose of establishing a start date of specific equipment guarantees and/or warranties and to establish the date that the OWNER will assume the responsibility for the cost of operating such equipment.

Subsequent to and based upon said inspection, the ENGINEER shall prepare a punch list of all items not in full compliance with the construction contract and make follow up inspections to determine that punch list items have been completed by the CONTRACTOR or CONTRACTORS prior to final payment or determination of substantial completion as the case may be.

"Substantial Completion" shall be that degree of completion of the Project or the defined portion of the Project, as evidenced by the ENGINEER's written notice of substantial completion, sufficient to provide the OWNER, at its discretion, the full time use of the Project or defined portion of the Project for the purposes for which it was intended. "Substantial Completion" of an operating facility or operating component of the Project shall be that degree of completion that has provided a minimum of seven (7) continuous days of successful, trouble free operation of the facility in a "fully automatic" manner acceptable to the OWNER and ENGINEER and with all redundant systems fully operational. All equipment contained in the Project, plus all other components necessary to enable the OWNER to operate the facility in a manner that was intended shall be complete on the substantial completion date.

The ENGINEER's notice of substantial completion shall not be considered as final acceptance of any portion of the Project or relieve the CONTRACTOR from completing the remaining work, including any remaining performance or acceptance testing, within the specified time and in full compliance with the contract documents. Written notice of substantial completion shall not relieve

the CONTRACTOR of his obligation to promptly remedy any omissions in latent or unnoticed defects in the Project covered by the written notice of substantial completion and the ENGINEER shall continue to perform follow up inspections to determine whether or not and to what extent punch list items have been remedied prior to final payment.

- (b) Final Inspection. Upon notice from the CONTRACTOR that the work is complete, the ENGINEER shall make a final inspection of the Project and conduct test or tests if applicable. The ENGINEER shall notify the OWNER'S representative of the time and date of such inspection. The ENGINEER shall notify the CONTRACTOR of all apparent and/or visible instances where the work on the Project fails to comply or meet the plans and specifications in the contract documents, as well as any defects in or deficiencies he/she may discover. The ENGINEER shall then develop a written report and punch list of such defects and deficiencies and delivery a copy of the same to the CONTRACTOR and the OWNER's representative. The ENGINEER shall make follow up inspections to determine whether or not and to what extent such defects and deficiencies have been corrected by the CONTRACTOR.

Upon completion of all such repairs and correction of defects in a manner satisfactory to the ENGINEER, the ENGINEER shall make a determination that the Project is acceptable and complete pursuant to the contract documents. The ENGINEER shall notify the OWNER and the CONTRACTOR in writing of such determination and ensure that the CONTRACTOR and/or OWNER as the case may be, conduct publication of final completion. The ENGINEER shall ensure that the CONTRACTOR fulfills all of the terms and requirements for final completion of the Project in accordance with the contract documents, including obtaining from the CONTRACTOR and providing to the OWNER, all warranties, guarantees, manuals and release of liens. The ENGINEER shall then upon satisfactory completion by the CONTRACTOR of all terms and conditions required for final completion and final payment, pursuant to the contract documents, issue a certificate of payment and notify the OWNER in writing that the Project is complete in accordance with the contract documents and final payment is due the CONTRACTOR.

- (c) Inspections During Warranty and Guarantee Period. The ENGINEER shall inspect, cooperate and assist the OWNER during any warranty or guarantee period for the Project or any component or facility therein, coordinating with the CONTRACTOR and/or subcontractors as necessary for all repairs and/or replacement necessitated by defects in materials or workmanship during the warranty period. The ENGINEER shall also conduct an inspection thirty (30) days prior to the expiration of any CONTRACTOR'S guarantee or warranty period.

E. General Responsibilities: The preliminary design services, the final design services, the bid phase services, and the construction phase services, including the listing of specific work elements as stated herein, is not intended to limit the work performed to only the work elements enumerated, or the general responsibility of the ENGINEER as there will be unspecified elements to the work that are necessary and typical for the successful completion of the projects in this AGREEMENT.

ARTICLE 4 - DESIGN TESTS AND OTHER STUDIES

If the respective paragraph in Article 14 indicates compensation for the same, the ENGINEER shall furnish design testing such as soil testing and/or geotechnical services, hazardous sites, archeological or historical studies or surveys of the area of the project, as well as environmental, Wetlands, or endangered species investigations and services (unless already performed for OWNER), and any other test required or reasonably necessary for the design of this project at the compensation rate as set forth in this agreement. ENGINEER will furnish construction testing as required for the construction of this project at the unit price as specified in an attachment to this contract and paid as provided for herein. In the event there are other tests needed during construction to ensure quality of the project, ENGINEER shall promptly so advise OWNER in writing.

The ENGINEER shall require, in all Contract Documents for the construction of the project, that the CONTRACTOR perform and furnish all necessary or required structural, mechanical, chemical or other laboratory tests ("mill test"), inspections and reports, as required by law or the Contract Documents, and the ENGINEER shall inform the OWNER of such required tests, inspections and reports.

ARTICLE 5 - ADVANCED SERVICES DURING CONSTRUCTION; SDC

In the event the City determines to proceed with construction of all or any portion of the project and if the respective paragraph in Article 14 indicates compensation for the same, in addition to providing Basic Engineering Services During Construction as provided in Article 3.D, the ENGINEER shall also provide the following advanced services during construction of the project. This phase will commence with the award of the contract for construction.

A. Additional Engineering Construction Services:

- Construction Staking: ENGINEER shall provide certain initial surveying and related engineering services during construction including construction staking to establish horizontal and vertical control points and define the beginning and ending points of the project, topographical grade staking and locating all manholes and/or inlet structures.
- Receiving and responding to complaints or inquiries from adjoining or adjacent property owners.
- Special federal or state certifications or verifications for project close-out and completion.
- "Record Drawings" Plans: Within sixty (60) days subsequent to final payment to the Contractor on the project, the ENGINEER shall complete and deliver to the OWNER's representative three (3) complete sets of "record drawings" plans of the project. Such drawings shall be complete and depict, in engineering detail, all aspects of the project as actually constructed, showing all relevant matters including grades, coordinates, horizontal and vertical control points, manholes, inlets, etc., utilities and changes and/or modifications to the project occurring during the course of construction. Each set shall bear the stamp of a professional engineer registered in the State of Alabama. Each sheet shall be numbered sequentially and bear the signature or be initialed by a professional engineer registered in Alabama who is a full time employee of ENGINEER. Each set of "record drawings" plans shall be provided in a format suitable to OWNER.

B. Project Inspectors:

1. Generally. The ENGINEER shall provide a full-time resident project inspector or inspectors (as required) to make continuous on-site inspections to check the quality and quantity of the work and to insure that the work is proceeding in accordance with the Contract Documents and specifications. The inspector shall be continuously present at each job site of the project where major or critical work is ongoing, particularly when work which may be defective can be hidden or otherwise obscured.

Project inspectors (resident inspector) shall keep detailed daily diaries of the work on the project, including but not limited to what was performed, where it was performed, when it was performed and by whom and any other information regarding the project and these shall be available for review by the OWNER and representatives of the OWNER.

Project inspectors shall be responsible for conducting comprehensive reviews of the work in progress to determine compliance with the Contract Documents, reporting noted deficiencies observed in the construction to the CONTRACTOR(S) and the ENGINEER, organizing field offices, equipment, and project files, clarifying with the design staff any potential discrepancies found in the Contract Documents, documenting the construction progress through the maintenance of daily log book and diary, weekly and monthly reports, and photographs, obtaining and reviewing progress schedule, reviewing with the CONTRACTOR(S) sequence of operations control, verifying that the testing laboratory performs tests and inspections as required, assisting in the final inspection(s) and other miscellaneous activities associated with a construction project.

Project inspectors shall be experienced, qualified resident project inspectors. An inspector shall be present at specific sites of the project at all times whenever the work activity is such that the absence of an inspector may make it difficult to ascertain whether or not the work was completed in strict accordance with the Contract Documents. This includes, but is by no means limited to, the following:

- Backfilling and tamping under streets and other paved areas.
- Placement of concrete and paving.
- Connection of utilities.
- Cleaning and flushing lines.
- Disinfection.
- Testing.

If two or more such work activities are ongoing simultaneously at different sites, the ENGINEER shall provide two or more inspectors to fully and completely inspect the work. Any failure by the ENGINEER to provide such inspection services may be deemed by the OWNER to be a breach of this AGREEMENT by the ENGINEER.

2. Construction Video and Photographs. The ENGINEER shall photograph and video tape the entire project, so as to accurately depict all aspects of the same prior to, during and after construction. Photographs and videos during construction shall be at critical phases but in no event less than once a week and shall be submitted to OWNER with each request for payment.

C. CONTRACTOR'S Responsibility. Nothing in this AGREEMENT shall be construed to limit the responsibility of the CONTRACTOR to fully and completely comply with all requirements of the Contract Documents, with good construction practices, and with all laws, regulations, and other applicable requirements.

ARTICLE 6 – PERMITTING, LICENSING AND/OR STUDIES

If the respective paragraph in Article 14 indicates compensation to the ENGINEER, then the ENGINEER shall provide the specialized permitting, licensing and/or studies described herein; as follows:

A. Permits, Licenses and/or Studies: The following studies, permitting or licensing as additional services are to be provided or to be conducted pursuant to this provision if indicated by an “x” next to the applicable service, and if compensation for the same is indicated by the respective paragraph of Article 14:

Archeological; Historical; Wetlands; Endangered Species Services Etc.

- (1) ☐ Conduct environmental studies for cultural resources, threatened and endangered species, and the identification of potential hazardous material sites sufficient to comply with FHWA Technical Advisory T6640.8A dated October 30, 1987, and 23 CFR, Part 771. The archaeological phase of the cultural resource survey will identify sites that will be affected by the developed alignment to be carried forward in the environmental document.

The cultural resource report will include a recommendation as to whether the archaeological sites or structures are eligible for the National Register of Historic Places. If there are sites recommended for eligibility that cannot be avoided, a supplemental agreement may be implemented to determine if the sites are important for what can be learned by data recovery or if the sites warrant preservation in place. When given the notice to proceed with the studies on this project, the ENGINEER shall submit the following for review by the City/State: A letter from the U. S. Fish and Wildlife Service containing a list of endangered and threatened species that may exist within the project.

If threatened or endangered species are identified, qualified personnel, either subconsultant or in-house personnel will perform endangered and threatened species work. Qualifications should indicate expertise with those species involved with the proposed project. The ENGINEER shall

perform all studies of endangered species in accordance with the Technical Advisory and Section 7 of the Endangered Species Act to the point where a “no effect” or a “may effect” determination can be made for the alignment under consideration. In the event of a “may effect” determination, additional studies may be required for Formal Consultation with the U. S. Fish and Wildlife Service. If additional studies are required, the CITY may enter into a supplemental agreement with the ENGINEER. Reports and data justifying this determination must be supplied to the CITY along with a proposal for the work under the supplemental agreement.

- (2) ☒ Wetland permitting and delineation will be performed in accordance with the U. S. Army Corps of Engineers 1987 “Manual for Delineating Wetlands.” This shall include the completion of delineation forms provided in the manual. A copy of these forms shall be provided to the City for evaluation. Wetland evaluation shall be performed in accordance with T6640-8A.
- (3) ☐ Perform storm water assessment and permitting pursuant to applicable provisions of NPDES Phase I and Phase II, 35 USC §1342 et seq., Ala. Code §22-22A-1 through §22-22A-14 (1975) and applicable regulations. Permits shall be obtained in the name of the contractor and not that of the City, if feasible.
- (4) ☐ Obtaining letters of map revisions (L.O.M.R.). Perform the necessary fieldwork, assistance with public notification and hearings as required, coordinate all city and FEMA (Federal Emergency Management Agency) requirements with respective contact representatives, and provide civil hydraulic engineer services to prepare the necessary documents and complete the required FEMA forms to request a letter of map revision (L.O.M.R.) on behalf of the City for the project.
- (5) ☒ Additional design surveying or studies. Performing surveying activity above and beyond that normally associated with project design and/or gathering field data requiring labor intensive activity at hourly rates.
- (6) ☐ Miscellaneous studies, licensing and/or permitting for _____.

B. The ENGINEER shall take all administrative and regulatory measures required to obtain any of the permits, licenses or permissions indicated as to be provided herein from the applicable regulatory agency of the State or Federal Government on behalf of the City for the Project.

All permits shall be obtained in the name of the OWNER. The OWNER will pay the amount of the permit directly to the appropriate agency. The ENGINEER shall ensure that the CONTRACTOR’S agreement requires the CONTRACTOR to comply with all terms and conditions of such permit and implement the same.

ARTICLE 7 - LEVEL OF COMPETENCE, OWNER APPROVAL, CONFLICTS OF INTEREST, ETC.

The ENGINEER shall be responsible, to the level of competence presently maintained by other practicing professional engineering organizations engaged in the same type of professional services in the Southeastern United States, for the professional and technical adequacy and accuracy of the surveys, designs, drawings, specifications, bidding, Contract Documents, inspection, administration, services during construction, and other services furnished under this contract. The ENGINEER shall employ competent professional engineering consultants registered in the State of Alabama and duly licensed therein where needed subject to the same standard, to assist him or it where needed to fulfill the terms of this AGREEMENT.

The ENGINEER shall be solely responsible for the accuracy and adequacy of the construction documents, including but not limited to plans, specifications and drawings. The ENGINEER shall be solely responsible for the adequacy of engineering services during construction.

In the event damages are sought or recovery sought or obtained from OWNER by any third party based upon or arising from or attributable in whole or in part to, negligent errors, omissions, inaccuracies or inadequacies in (1) the construction documents including plans, specifications or drawings; (2) Contract Documents (not including OWNER provided front-end legals); (3) services during construction, then the ENGINEER shall indemnify and hold the OWNER and its representatives harmless.

The ENGINEER agrees to furnish and pay for the cost of the defense (including attorney's fees) of the City of Northport, its officers, agents, and employees from any and all claims based on the acts or omissions of the ENGINEER.

All plans, specifications, detailed drawings, approvals, etc., for engineering pertaining to this project, will be done under the direct supervision of professional engineers. All architectural plans shall be done under the direct supervision of registered architects.

Designated herewith (as applicable) are the engineering or architectural subconsultants or associates:

All plans prepared by professional engineering or architectural consultants shall be separately identified by title, sheet number, and official registration seal or signature, and registration number. Engineering or architectural drawings shall not be combined with other drawings unless deemed to be "incidental" category.

No changes shall be made in the foregoing consultants designated without prior written notice to the OWNER. However, the responsibility for the work of all consultants and subcontractors, etc., to the ENGINEER rests solely with the ENGINEER.

Level of competence includes but is not limited to, Architect's/Engineer's service which at a minimum are in full compliance with all applicable laws, codes, regulations and rules of the city, county, state and federal governments or agencies thereof.

OWNER'S approval. All plans, drawings and specifications, Contract Documents, etc., for the project shall be submitted by the ENGINEER to the OWNER for review and/or approval. However, such review and/or approval by the OWNER and/or its employees, representatives and agents of the OWNER, of the preliminary design, the final design, the Contract Documents or any other documents are for usability and maintainability, not for adequacy, accuracy or Code compliance and thus shall not in any way, relieve, reduce or minimize the responsibility or liability of the ENGINEER for its obligations under this AGREEMENT.

CONFLICTS OF INTEREST. The ENGINEER represents and warrants to the City that it is not aware of any conflict of interest which exists or could arise by means of its provision of services to the City pursuant to the terms and conditions of this agreement. This is an exclusive personal service agreement and ENGINEER will not represent the interest of any other person, firm or entity that conflicts with the interest of the City of Northport in regard to the subject matter of this agreement or the performance of services pursuant to the terms and conditions hereof. It is understood by and between the parties hereto that neither the Engineer nor any of its officers, agents or employees nor any sub consultant to the Engineer nor any subsidiary, parent entity, principal officers nor any entity having a beneficial interest in

any of the same, may submit a bid or proposal in response to any request for proposals or advertisement for bids resulting from the services provided in whole or in part pursuant to this agreement

ARTICLE 8 - RECORD DOCUMENTS

The ENGINEER shall furnish to the OWNER' representative for its review and approval, two (2) review sets of record drawings, plans and specifications prior to making the final record documents. The ENGINEER shall also furnish to the OWNER' Representative two (2) accurate, complete record sets of plans, specifications and drawings of the project, as finally constructed, with revisions and changes clearly shown thereon. One set thereof shall be on CD or disk, as appropriate, in AutoCAD file format. Any file conversions necessary to make the same immediately useable by the City without further modification will be made by the ENGINEER at the Engineer's expense prior to delivery of the same to the OWNER. The other set of accurate complete record plans and specifications of the project as finally constructed shall be in print. The ENGINEER will also furnish the OWNER, after completion of construction of the project, two (2) sets of contract documents and modifications, including all change orders which shall be of a permanent nature on CD or disk as appropriate, in the format compatible with City software and hardware systems. All record documents as specified above shall be delivered to the OWNER as soon as possible after final inspection and before the final Engineer's fee is paid.

ARTICLE 9 - OWNERSHIP AND USE OF DOCUMENTS

Plans, drawings, maps and specifications, or other documents, etc., prepared by ENGINEER as instrument of service, are the property of the ENGINEER, whether the project for which they are made is constructed or not. Copies of such documents shall be promptly furnished to the OWNER by the ENGINEER. Such drawings, plans and specifications or other documents may be used by the OWNER on the project which is the subject of this AGREEMENT and also for reference and other information on other projects without any further compensation or approval by the ENGINEER. The OWNER may also make submissions or distributions of such plans, drawings, and specifications of the ENGINEER to meet request for public records, official regulatory requirements or for other purposes in connection with the project and future improvements, repairs or expansions of and connections to the project, any such submissions or distributions or usage shall not be construed as publication or use in derogation of the ENGINEER'S rights herein. The executed construction contract documents and request for proposals (less plans, specifications and drawings), bids, bid tabulations, bonds, insurance certificates, etc., shall be the property solely of the City of Northport as OWNER.

LITIGATION ASSISTANCE. The scope and extent of engineering services to be provided under this AGREEMENT does not include costs of the ENGINEER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the OWNER. However, plans, specifications, documents, studies and any data or information otherwise resulting from the performance of the AGREEMENT by the ENGINEER 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.

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

The ENGINEER shall not use the City's name or insignia or logo in any magazine, trade paper, newspaper or other medium without first obtaining the written consent of the City.

Pursuant to Ala. Code §36-12-40, as amended by Acts of Alabama 2004-487, neither the Engineer employed hereunder nor any subconsultant employed by the Engineer, shall at any time allow the dissemination or copying of any

information exempted from public disclosure by this section which specifically provides the location of critical infrastructure or critical energy infrastructure as defined in 42 U.S.C. §5195c(e) and 18 C.F.R. §388.113(c)(1) as amended belonging to or provided to the City.

COPYRIGHT INFORMATION / INTELLECTUAL PROPERTY. With the exception of reports, plans, drawings, maps, specifications, contract documents and other instruments of service as addressed 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 during the course of this agreement in the performance of services by ENGINEER. However, the OWNER may utilize any of such ENGINEER's intellectual property for and on behalf of its internal operations, as well as maintenance, construction and repair of its facilities. With the exception of contract documents if the ENGINEER clearly marks and identifies any documents or materials it deems intellectual property and/or copyrighted information The Owner will take steps reasonably necessary with its employees with respect to the use, copy, protection, and security of such intellectual property. Provided; however, the Parties acknowledge and agree that the Contract documents including all attached or referenced plans, maps and all specifications, once executed, are public records and subject to disclosure and copying to the public pursuant to applicable state law.

ARTICLE 10 - ASSIGNMENT

The OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party, to this AGREEMENT and to the parties, successors, assigns, and legal representatives of such other party with respect to all covenants and conditions of this AGREEMENT. Neither the OWNER nor the ENGINEER shall assign, sublet or transfer any interest in this AGREEMENT without the written consent of the other. No such assignment shall in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning party shall in all respects remain liable hereunder irrespective of such assignment.

Use of subconsultants by the ENGINEER or subsidiary or affiliated firms of the ENGINEER for technical or professional services, shall not be considered an assignment of a portion of this AGREEMENT. Nothing herein shall be construed to give away any rights or benefits hereunder to anyone other than OWNER and ENGINEER. There shall be no third party beneficiaries to this AGREEMENT.

ARTICLE 11 – INSURANCE

That, the ENGINEER shall secure and maintain throughout the duration of this AGREEMENT, insurance of such type and in such amounts as may be necessary to protect its interest and the interest of the OWNER against hazards or risk of loss as herein specified and as otherwise appropriate. The underwriter of such insurance shall be qualified to do business in Alabama and shall be acceptable to the OWNER. The certificate provided to OWNER shall contain a provision that not less than ten (10) days written notice will be given to the OWNER before major policy or coverage modifications are made or before any policy or coverage is canceled. Without limiting the requirements herein set forth, the insurance coverage shall include a minimum of:

1. Workmen's Compensation and Employer's Liability Insurance as required by the laws and regulations of the State of Alabama.
2. Comprehensive Automobile and Vehicle Liability Insurance. This insurance shall be written in comprehensive form and shall protect the ENGINEER and the OWNER against claims for injuries or damages to property arising out of any act of the ENGINEER or of any of its agents or employees or subcontractors and shall cover operations with respect to on-site and off-site operation under this AGREEMENT and insurance coverage shall extend to any motor vehicles or other equipment used by the ENGINEER in the performance of this contract, irrespective whether the same is owned, non-owned or hired. The limits of liability shall not be less than \$500,000 Combined Single Limit.
3. Commercial General Liability Insurance. This insurance shall be written in comprehensive form and shall protect the OWNER and the ENGINEER against claims arising from injuries to members of the public,

City employees, or damage to property arising out of any act of the ENGINEER or any of its agents, employees or subcontractors. The limit of liability shall not be less than \$1,000,000 Combined Single Limit.

4. Errors and omissions insurance. The ENGINEER shall furnish and obtain professional liability insurance coverage in an amount not less than \$500,000.00 and subconsultants shall provide limits of insurance commensurate with the responsibilities of their work.

The insurance coverage as specified above shall constitute minimum requirements and the OWNER, its officers, agents, employees associated with the project, and Program Coordinator shall be named as additional insureds in insurance coverages identified in items 2 and 3 and shall be shown as such on the certificate of insurance. All certificates of insurance, as well as any other supporting information deemed necessary by the OWNER, shall be submitted to the OWNER prior to initiating work on this project(s). The certificate shall state that the City shall be given ten (10) days written notice of cancellation or any change in the coverage of insurance certificates shall not exclude liability for failure to notify nor shall it state "endeavor to notify" in lieu of what is required. Full aggregate limits shall apply per project. At the OWNER'S request, the ENGINEER shall submit certified copies of the complete policies.

ARTICLE 12 - STATUS OF ENGINEER

It is understood and agreed between the parties hereto that the status of the ENGINEER and his employees, officers, agents and subconsultants, shall be that of an independent contractor to OWNER and it is not intended, nor shall it be construed, that the ENGINEER, or any of his employees, officers, agents, and subconsultants, is an agent, officer or employee of OWNER for any purpose.

ARTICLE 13 – PERSONNEL

A. The ENGINEER agrees to assign experienced and competent professional personnel to provide the services to the OWNER pursuant to this agreement. The ENGINEER 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:

Senior Project Manager: Jason Walker, P.E., P.L.S

Project Manager/Engineer: Chris Crawford, P.E.

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

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

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

Engineer: TTL, Inc.
3200 Rice Mine Road NE
Tuscaloosa, AL 35406

D. ENGINEER represents and warrants to the OWNER that its Senior Project Manager for the principal performance of services by ENGINEER pursuant to the terms and conditions of this agreement shall be and remain Jason

Walker, P.E, P.L.S and there shall be no change in the Project Chief Consultant without the prior written consent of the CITY's representative.

ARTICLE 14 – COMPENSATION

The OWNER agrees to pay the ENGINEER the following compensation as indicated for the respective completed engineering services. In billing for all services or reimbursements, the ENGINEER shall submit to OWNER'S representative, upon request, timesheets and other documentation satisfactory to OWNER'S representative to support said fees or expenses. Hourly rates shall be billed as per Exhibit "B" adopted herein by reference, plus direct expenses.

A. Preliminary Design: The ENGINEER shall receive, for the Preliminary Design Services, after approval by OWNER, the sum of \$ 191,908.40. This amount includes any design testing unless a separate amount is stated as compensation for design testing. This amount represents the total compensation to the ENGINEER for Preliminary Design Services on all phases of the project.

B. Final Design: The ENGINEER shall receive, for the Final Design Services, after approval by OWNER, the sum of \$ 374,862.60. This amount represents the total compensation to the ENGINEER for Final Design Services on all phases of the project.

C. Bid Phase: The ENGINEER shall receive for Bid Phase Services, upon award of construction contract by OWNER, the sum of \$ NA. This amount represents the total compensation to the ENGINEER for Bid Phase Services on all phases of the project.

D. Basic Engineering SDC: If the City determines to proceed with construction of all or any phase of the project, the ENGINEER shall receive compensation for Engineering Services During Construction, at an hourly rate as per Exhibit "B", as services are rendered, up to the maximum sum of \$ NA. This amount represents the total compensation to the ENGINEER for Engineering Services During Construction on all phases of the project.

E. Design Surveying: While a certain level of surveying is required for preliminary design and included within the compensation for those services, if the parties agree that the nature and extent of the project necessitate design surveying in excess of that normally required for design by indicating a compensation for those services, then the ENGINEER shall receive compensation for additional design surveying at an hourly rate as per Exhibit "B." However, the total cost to the OWNER shall not exceed \$ 34,129.00 without OWNER'S written consent.

F. Maximum Payments: It is understood by and between the parties that, for providing the services in subsections A, B, C, D and E, the maximum total cost to the OWNER on all projects or phases shall not exceed \$ 600,900, unless specifically authorized by a written Amendment to this Agreement.

The ENGINEER'S preliminary estimate of the cost of construction of the project is stated in "Preliminary Design," Article 3.A.10 of this agreement. The ENGINEER acknowledges that the OWNER'S agreement to the compensation amounts set forth herein was derived in part from ENGINEER'S estimate of construction cost. As a consequence, if the total bid award for construction of the project is more than 15% less than ENGINEER'S estimate, the OWNER may elect to adjust or receive a refund from ENGINEER in an amount equal to the percentage excess beyond 15% of the bid award of the ENGINEER'S maximum payment.

G. Easements/Rights-of-Way: ENGINEER shall receive compensation for easements or rights-of-way services for all the project or any phase at an hourly rate as per Exhibit "B," as services are rendered, up to a maximum sum of \$ 49,501.00. This amount represents the total compensation to the ENGINEER for these services on all phases of the project.

H. **Advanced Services During Construction (SDC); Administration and Inspections:** If the City determines to proceed with construction of all or any part of the project and to utilize the additional engineering construction services, project inspectors and other Services During Construction pursuant to Article 5, the ENGINEER shall receive compensation for such Services During Construction, as services are rendered, at an hourly rate as per Exhibit "B". This amount represents the total compensation to the ENGINEER for these services on all phases of the project.

The cost to the OWNER for these services shall not exceed the following amounts calculated at the hourly rates as per Exhibit "B":

Construction Staking	\$	NA
"Record Drawings" Plans	\$	
All other SDC Services	\$	

Provided, however, that the cost to OWNER stated herein is premised upon CONTRACTOR completing the project on time which, if the same is not the case due to no fault of the ENGINEER, the maximum cost will be reasonably adjusted accordingly upon written notice to OWNER. The written notice will be given to the OWNER by the ENGINEER prior to incurring the extra cost and demonstrating to the OWNER's satisfaction the reasons for incurring the increased expense.

I. **Design Testing:** The ENGINEER shall be reimbursed by the OWNER for design testing for all the phases of the project at an hourly rate as per Exhibit "B," as services are rendered, in an amount not to exceed \$ 29,064.08. This amount represents the total compensation to the ENGINEER for these services on all phases of the project. If no amount is stated, all design testing costs are included in the Preliminary Design amount set forth herein.

J. **Construction Testing:** ENGINEER shall be reimbursed by OWNER for construction testing (not design testing) for all the phases of the project at an hourly rate as per Exhibit "B," as services are rendered, up to a maximum of \$ NA. This amount represents the total compensation to the ENGINEER for these services on all phases of the project.

K. **Administration; Reimbursement of Expenses:** ENGINEER shall be reimbursed by OWNER for the actual cost of miscellaneous fees and charges related to the project and for refunds of contract documents to Bidders in accordance with law; not to exceed a maximum of \$ NA.

L. **Permitting, Licensing and/or Studies:** The ENGINEER shall be reimbursed at an hourly rate as per Exhibit "B," as services are rendered, by OWNER for the specialized services as indicated in Article 6 for permitting, licensing or studies in an amount not to exceed \$ 26,655.00, without OWNER's consent. This amount represents the total compensation to the ENGINEER for these services on all phases of the project.

M. **Prequalification of Bidders:** If the OWNER elects to prequalify bidders pursuant to applicable provisions of the Alabama Bid Law, the ENGINEER shall be compensated at an hourly rate as per Exhibit "B," as services are rendered, but not to exceed \$ NA. This amount represents the total compensation to the ENGINEER for these services on all phases of the project.

N. **Traffic Control Plan:** The ENGINEER shall receive as compensation for development and design of a traffic control plan (TCP), after submission and review by the City Engineer, the sum of \$ NA. This amount represents the total compensation to the ENGINEER for the TCP, including revisions and modifications as the work progresses.

O. **L.O.M.R.:** The ENGINEER shall be reimbursed by OWNER for the cost for the specialized services of assisting the OWNER in obtaining letters of map revisions on drainage projects at an hourly rate as per Exhibit "B," as services are rendered, not to exceed \$ NA. This amount represents the total compensation to the ENGINEER for these services on all phases of the project.

P. **Sales and Use Tax Savings:** In the event the OWNER and the Contractor determine to utilize a sales and use tax savings agreement in regard to the Project and if a compensation amount is indicated below, the ENGINEER will provide administration and coordination services to OWNER in regard to purchase orders, payments and invoices on the Project as required by the agreement between the OWNER and the Contractor. The ENGINEER shall be compensated for these services at the hourly rate reflected on Exhibit "B," as services are rendered, but not to exceed a maximum of \$ NA. This amount represents the total compensation to the ENGINEER for these services on all phases of the project.

Q. **Generally:** The OWNER may elect at its discretion to pay the ENGINEER a portion of the compensation due for any phase of services based upon an invoice of the ENGINEER prior to the completion of that phase or the approval by OWNER of that phase. The OWNER has the right to appeal or ask for clarification on any ENGINEER billing. In the event of termination by the OWNER, the ENGINEER shall be paid a pro rata share for the work deemed by the OWNER to be acceptably performed. This compensation is based upon services being provided in the calendar years 2025.

The ENGINEER shall maintain books and accounts of project related payroll costs, travel, subsistence, field and incidental expenses, in accordance with generally accepted accounting principles and practices. Each of such documents shall indicate to which project or AGREEMENT they are applicable. Such books shall be available during ENGINEER'S normal business hours for the project duration and for a period of one (1) year after completion thereof for an examination by OWNER or OWNER'S representatives to the extent required to verify the costs incurred hereunder. Said books shall be maintained in the ENGINEER'S local offices.

Approvals by OWNER are for maintainability and usability only, not for adequacy or accuracy of design, Code compliance or other engineering services and shall in no way relieve ENGINEER of full responsibility to provide the full range of competent professional services required herein.

ARTICLE 15 - PERIOD OF SERVICE

The ENGINEER agrees to complete all services required by this AGREEMENT within the following time periods unless otherwise extended in writing by the OWNER. If delay is attributable only to the OWNER, or its officers, agents, and employees, then OWNER will grant ENGINEER a reasonable extension of time to complete any given phase. OWNER will not unreasonably withhold its agreement to extend the time if the circumstances require such, so long as the necessity for such an extension is not attributable in whole or in part to the ENGINEER or any of its subconsultants.

Time as stated herein refers to calendar days. Each phase of service required by this AGREEMENT shall be initiated immediately upon authorization by the OWNER. Time is of the essence.

A. **Completed Preliminary Design.** Where the work includes more than one project, it is anticipated that work by the ENGINEER shall proceed simultaneously on all projects; therefore, the ENGINEER must complete and submit for OWNER'S approval all items required for completed preliminary design and OWNER approval of the projects contained within this AGREEMENT together with the budget level estimates of construction costs, within NA days from the date of execution of this AGREEMENT.

The OWNER shall then have thirty (30) days to review and comment upon the ENGINEER'S completed draft preliminary design after submission of the same by ENGINEER. (This review will be conducted primarily by the OWNER'S staff and other OWNER representatives).

The ENGINEER shall then promptly but within a maximum of thirty (30) days revise the completed draft preliminary design pursuant to the OWNER'S review and comments. The ENGINEER shall then resubmit the preliminary design to the OWNER and OWNER shall have thirty (30) days to review and obtain OWNER (City Council) approval or comment upon the ENGINEER'S completed preliminary design.

B. **Easement Negotiation, etc.** ENGINEER shall obtain all necessary permits, and assist the OWNER in acquiring deeds, consents, easements, or right-of-way acquisitions for the project simultaneously with final design. In the opinion of the ENGINEER, should condemnation be necessary, he shall promptly so notify OWNER so as not to delay the project.

C. **Final Design.** Where the work includes more than one project, it is anticipated that work by ENGINEER shall proceed simultaneously on all projects, therefore, the ENGINEER must complete and submit all items required in the final design phase including OWNER approval together with estimates of probable construction costs for the projects included within this AGREEMENT within NA days from the date of approval by OWNER of completed preliminary design. The work shall also be submitted to ADEM and other applicable regulatory agencies at this time, if requested. Plans and specifications shall be available to bidders on that date. Provided; however, this shall not preclude preliminary submittals for the purpose of expediting ADEM or other regulatory agency approvals.

The OWNER shall then have thirty (30) days to review and comment upon the ENGINEER'S final design (including Contract Documents) after submission of the same by ENGINEER. These plans, specifications, and Contract Documents shall be complete, including all detail known necessary by the ENGINEER, and ready to bid, except for modifications resulting from OWNER'S reviews. (This review shall be conducted primarily by the OWNER'S staff and other OWNER representatives). The ENGINEER shall then promptly, but within a maximum of thirty (30) days, revise the final design pursuant to the OWNER'S review and comment. The ENGINEER shall promptly then resubmit ten (10) sets of the completed final Contract Documents to the OWNER and the OWNER shall have thirty (30) days to review and obtain OWNER (City Council) approval or comment upon ENGINEER'S completed final designs. The written approval of the OWNER shall be received prior to placing any advertisement for bids.

NOTE: The date for completion of preliminary or final design on each project (where more than one project is included in this AGREEMENT) shall be concurrent and not consecutive.

Completed preliminary design and final design documents (including Contract Documents) together with estimates of construction costs for each project in this AGREEMENT shall be submitted to the OWNER for approval. However, the review and approval by the OWNER and representatives, employees and agents of the OWNER, including the OWNER'S Program Coordinator, of the preliminary design, and the final design, or any other document including the Contract Documents shall not, in any way, relieve ENGINEER of responsibility or liability for the preliminary design and the final design, including the Contract Documents and other aspects of the work.

D. **Bidding Phase.** The ENGINEER must complete all services in the bidding phase pursuant to the requirements of this AGREEMENT within sixty (60) days of the date of approval by OWNER of completed final design and authorization by the OWNER to bid the project. In the event of a bid protest or similar problem through no fault of the ENGINEER, an appropriate time extension may be granted by the OWNER as provided for herein.

E. **Construction Administration and Services During Construction.** The ENGINEER must complete all services for the construction phase within the time period for the construction contract plus an additional

sixty (60) days for the completion of the record drawings. This time period shall commence upon the issuance of a Notice to Proceed from the OWNER to the CONTRACTOR.

F. **Miscellaneous:** Approval of public agencies required for any project shall be obtained by ENGINEER prior to beginning of the succeeding phase. Approvals by OWNER are for maintainability and usability only, not for adequacy or accuracy of design, Code compliance or other engineering services and shall in no way relieve ENGINEER of full responsibility to provide the full range of competent professional services required herein.

G. **Suspension, Delay, or Interruption of Work.** The OWNER may suspend, delay, or interrupt the work of the ENGINEER on the PROJECT for the convenience of the OWNER or for reasons beyond the control of the OWNER or ENGINEER.

In the event such suspension, delay, or interruption of work necessitates an adjustment in the total compensation due the ENGINEER, the ENGINEER shall immediately so inform the OWNER in writing, and an adjustment may be made for any reasonable increases in the cost of the ENGINEER'S performance under this AGREEMENT, including personnel relocation and/or replacement costs and all other identifiable labor and expense costs through an Amendment to this AGREEMENT as herein provided.

Time is of the essence. The ENGINEER shall complete the work for each phase within the timeframe as stated herein. ENGINEER agrees to pay OWNER liquidated damages in the sum of Two Hundred (\$200.00) Dollars per calendar day beyond a specified date that the work on any phase of the project for which the ENGINEER has contracted with the OWNER remains substantially or partially uncompleted attributable in whole or part to the ENGINEER.

ARTICLE 16 - FINAL PAYMENT

Upon satisfactory completion of the construction work on the project, its final inspection by ENGINEER, and final acceptance by the OWNER, the ENGINEER shall be paid any unpaid balance due to the ENGINEER for costs actually incurred under this AGREEMENT and as provided for in this AGREEMENT, provided that the Maximum Cost Limitation(s) is not exceeded. The ENGINEER shall not be paid for costs not incurred. Prior to such final payment under this AGREEMENT, or prior to settlement upon termination or abandonment of this AGREEMENT, and as a condition precedent thereto, the ENGINEER shall promptly deliver to the OWNER all required guaranties and record drawings.

If the OWNER abandons, terminates, delays or postpones the project, as defined herein, the ENGINEER shall deliver to the OWNER copies of all plans, specifications, documents and other work either completed or in progress along with his final statement for services rendered.

ARTICLE 17 – TERMINATION

This AGREEMENT shall be terminated by the OWNER without notice should the project be abandoned, or postponed or delayed for more than a twelve (12) month period. In the event ENGINEER fails to perform to satisfaction of OWNER or OWNER determines that the project should be abandoned, postponed or delayed, this contract may also be terminated by the OWNER for the convenience of the OWNER at the expiration of ten (10) days after written notice to the ENGINEER at any time. If the OWNER determines that the project is to be abandoned, postponed, terminated, or delayed, it shall so notify the ENGINEER in writing and the ENGINEER shall immediately stop all work on the project. The ENGINEER shall be compensated in accordance with Article 3 for services rendered as of the date of notification that the AGREEMENT is to be terminated. No compensation shall be made for lost profit, reassigned personnel, etc.

Should the project as herein agreed be terminated or abandoned, or upon the completion of services or any phase thereof, the ENGINEER shall deliver, unless requested by OWNER to postpone delivery until so requested, ten (10) sets of plans and specifications and other work documents. In addition to its rights pursuant to Article 9 and 10, the OWNER shall be entitled to use these plans and specifications, with or without modification, for the construction of all or part of the entire project. In the event OWNER utilizes incomplete or modified plans, etc., of ENGINEER, it agrees it will not hold ENGINEER liable or responsible thereby.

In the event ENGINEER fails to perform to the satisfaction of OWNER, the OWNER may terminate this AGREEMENT during any phase or at the completion of any phase, and may also contract with another party to complete the project. When this AGREEMENT is terminated, the OWNER shall be under no obligation to pay any amount exceeding the various maximums as set forth herein.

Should the OWNER terminate this AGREEMENT as provided herein, the OWNER shall be under no obligation to pay the ENGINEER for work inadequately performed or not performed.

Loss of Grant Funds. It is understood and agreed by and between the parties that to the extent any of the compensation to ENGINEER is payable by OWNER from the proceeds of a Grant, if the OWNER loses its eligibility to receive or continue to receive Grant funds or for any reasons the OWNER no longer can receive or obtain Grant funds, then the ENGINEER agrees it shall immediately terminate the provision of any services on the Project upon notification from the OWNER of this fact. While the OWNER shall compensate the ENGINEER for services rendered and expenses incurred, it will not be liable to ENGINEER or any of ENGINEER's subconsultants for any services rendered subsequent to the date of notice, nor will the loss of Grant funds and termination of services constitute the basis of any claim whatsoever against OWNER by ENGINEER. ENGINEER agrees to indemnify and hold harmless the OWNER of and from any claim or cause of action arising out of or in any manner associated with termination of services due to a loss of Grant funds from ENGINEER and/or any subconsultant. Provided; however, if the OWNER loses Grant funding due to a failure of ENGINEER or any of ENGINEER's subconsultants failure to perform services, then ENGINEER shall be liable to OWNER and shall refund to OWNER any compensation and expenses paid by OWNER for such services.

ARTICLE 18 - ATTACHMENTS, MISCELLANEOUS CLAUSES, SCHEDULES, AND SIGNATURES

It is further mutually agreed:

ATTACHMENTS

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

Exhibit A. Fee Proposal for Professional Services and Construction Engineering & Inspection

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

Article 19-MISCELLANEOUS CLAUSES

A. Notice and Service Thereof:

1. All notices, demands, requests, change orders, instructions, approvals and claims shall be in writing. Unless expressly otherwise provided elsewhere in this agreement, any election, notice or other

communication required or permitted to be given under this agreement shall be in writing and deemed to have been duly given if provided in accordance with the provisions hereof.

2. Any notice to or demand upon either party shall be in writing and shall be sufficiently given if addressed to the parties' representative at the address stated herein and deposited in the United States mail in a sealed envelope with sufficient postage prepaid or delivered with charges prepaid to any telegraph company for transmission to the party.
- B. **City Representative:** The City's representative on this project is hereby designated as Holly Phillips, and whose address is 3500 McFarland Boulevard, Northport AL 35476 or PO Box 569, Northport, AL 35476.

With a copy to: Tera Tubbs, Interim City Administrator, City of Northport, Post Office Box 569, Northport, Alabama 35476, Telephone: (205) 339-7000

- C. **Engineer's Representative:** The ENGINEER's representative on this project is hereby designated as Chris Crawford, P.E. and whose address is 3200 Rice Mine Road NE, Tuscaloosa, AL 35406.
- D. **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 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.
 - (b) General principles of equity, regardless of whether such enforceability is considered as a proceeding at equity or at law.
11. Neither party will enter into any agreement to do anything prohibited in this agreement or enter into any agreement or take any action which would in any way impair the ability of the other party to faithfully and fully perform its obligations hereunder
12. Under the provisions of the Constitution and laws of the State of Alabama, each party has the power to consummate the transactions contemplated by this agreement;

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

F. No Waiver of Rights: Neither the inspection, review or approval by the City or any of their officers, employees, agents, nor any order by the City for payment of money, nor any payment for, or acceptance of, the whole or any part of the work by the Engineer, nor any extension of time, nor any possession taken by the City or its employees, or non enforcement of any provision of this agreement by either party shall operate as a waiver of any provision of this agreement, or any power herein reserved to the City, or any right to damages, nor shall any waiver of any breach in this agreement be held to be a waiver of any other or subsequent breach. Acceptance or final payment shall not be final and conclusive with regards to latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the City's rights under any warranty.

G. Subletting or Assigning of Contract: Limitations: The ENGINEER shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the agreement, his obligations, right, or interest therein, or its power to execute such agreement, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the ENGINEER of any duty or responsibility for the fulfillment of the agreement. A sale, conveyance or transfer of 50% or more of the stock or ownership of the ENGINEER shall be considered an assignment. Provided; however, in no event shall any portion of this agreement be assigned to an unsuccessful bidder whose bid was rejected because he or she was not a responsible or responsive bidder.

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

I. 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.

J. **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.

K. **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.

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

M. **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.

N. **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.

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

P. **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.

Q. **Liability of the City or City Officials.** Notwithstanding any provision hereof to the contrary, the parties agree and acknowledge that the liability and obligations of the City, City officials or City employees as set forth herein are subject to the limitations imposed on municipalities by the Constitution and laws of the State of Alabama. No present or future official, officer or employee of the City shall ever be personally liable for the performance of any obligations hereunder.

R. **Non Discrimination:** The ENGINEER 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 ENGINEER shall fully comply with the Americans with Disabilities Act), the Fair Labor Standards Act and all other applicable laws and regulations).

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

T. **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.

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

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

V. **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.

ARTICLE 20. COMPLIANCE WITH IMMIGRATION LAW

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

ARTICLE 21. COMPLIANCE WITH AFFORDABLE HEALTH CARE ACT.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal compliance laws pertaining to the Affordable Health Care Act. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom, to the extent allowed by Federal law.

ARTICLE 22. COMPLIANCE WITH TRAFFICKING VICTIMS PROTECTION ACT

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal compliance laws pertaining to the amended Trafficking Victims Protection Act (TVPA) of 2000, 22 U.S.C. 7101 *et seq.*, and related regulations. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom, to the extent allowed by Federal law.

ARTICLE 23. COMPLIANCE WITH ACT 2016-312

By signing this contract, the contracting parties affirm, for the duration of the agreement, that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

ARTICLE 24. COMPLIANCE WITH ACT 2023-409

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

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in triplicate.

CITY OF NORTHPORT, a Municipal Corporation

ATTEST:

BY: _____
Tera Tubbs, Interim City Administrator

ENGINEER:

ATTEST:

BY: _____

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Tera Tubbs, whose name as Interim City Administrator of the City of Northport, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the within instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

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

My Commission Expires: _____

Notary Public.

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

I the undersigned authority, a Notary Public in and for said State and County, hereby certify that _____, who is named as _____, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, he, as such officer and with full authority, executed the same voluntarily for and as an act of said corporation.

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: October 20, 2025

SUBJECT: Minutes, October 6, 2025

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: Malorie Mixon

Approved By: Tera Tubbs

Summary:

The attached document includes minutes from October 6, 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 October 6, 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, October 6, 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 Interim City Administrator Tubbs.

PRESENTATIONS

Mayor Hinton presented a proclamation to Prep Baseball and Evan Petravicius for their outstanding commitment and service to River Run Park.

APPROVAL OF AGENDA

Motion by Councilman Wiggins, **Second** by Pro Tem Washington to approve the agenda for October 6, 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

Motion by Councilwoman Dykes, **Second** by Pro Tem Washington to adopt **Ordinance 2284 repealing Section 2-38 of Chapter 2 of the Northport Municipal Code pertaining to Council Committees.** 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. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously**

NEW BUSINESS

Motion by Pro Tem Washington, **Second** by Councilman Wiggins to adopt **Resolution 25-186 related to certain restrictions on Retiree Health and Dental Insurance.** Regular full-time employees hired before January 1, 2026, are eligible for retiree health and dental insurance through the City of Northport at the existing amount presently paid by the current retirees on the city's health and dental insurance plan (Single Health: \$99; Family Health: \$443 & Single Dental: \$19, Family Dental: \$60) provided they retire either through service or disability with the Retirement Systems of Alabama (RSA). This resolution establishes new requirements and benefits for retirees' health and dental insurance for all new employees hired by the City of Northport on or after January 1, 2026. This was recommended by the Administrative Committee at their regular meeting of September 22, 2025. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by Councilman Wiggins, **Second** by Councilwoman Dykes to adopt **Resolution 25-187 authorizing a Cost-of-Living Adjustment (COLA) for the Municipal Court Judge and the Municipal Court Prosecutor.** The City of Northport recently adopted the FY2026 budget which included a 6% Cost of Living Adjustment (COLA) for all full-time employees. This resolution will authorize a 6% Cost of Living Adjustment (COLA) for the contract positions of Municipal Court Judge and the Municipal Court Prosecutor effective the pay period beginning November 1, 2025. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by Councilwoman Dykes, **Second** by Pro Tem Washington to adopt **Resolution 25-188 authorizing the City Administrator to enter a Lease Agreement for Northport Civitan Park.** The Northport Civitan Club has leased the Civitan Park from the City of Northport since 1987. Since that time, the Civitan Club has operated said building and park for the use of the citizens. The Northport Civitan Club has requested a modified lease agreement to only include the grounds where the building is situated at the Northport Civitan Park. The Civitan's have requested a modified lease renewal for a period of ten (10) years as well as a modified lease agreement. The terms of the modified lease agreement will be from November 2026 until November 2036. This was recommended by the Administrative Committee at their regular meeting of September 22, 2025. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by Councilman Wiggins, **Second** by Pro Tem Washington to adopt **Resolution 25-189 Awarding Bid for Vineyards Pump Station Rehabilitation Project**. On September 24, 2025, the Utilities Department accepted bids for the Vineyards Pump Station Rehabilitation Project. The lowest bidder meeting specifications is Price Civil Services, Inc., in the amount of \$258,450.00, as shown in the attached bid tabulation. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by President Bobo, **Second** by Councilman Aiken to adopt **Resolution 25-190 Authorizing the Mayor to Execute an Agreement with the Alabama Department of Transportation for Fiscal Year 2025 Transportation Alternative Program Funds**. The City of Northport submitted a Transportation Alternative Program grant application to the Alabama Department of Transportation (ALDOT) for the Downtown Streetscape Phase IV project. Funding for the project has been approved in the amount of \$800,000. Receipt of grant funding requires execution of an agreement with ALDOT. A 20% match in the amount of \$200,000 is required. Matching funds have been budgeted in the 2025 Northport First Grant Match funds. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by Pro Tem Washington, **Second** by Councilman Wiggins to adopt **Resolution 25-191 Authorizing the City Administrator to Execute Change Order No. 1 with Taylor Electrical Contractors for River Run Park — Package No. 5**. This resolution will authorize the City Administrator to execute Change Order No. 1 with Taylor Electrical Contractors for Package No. 5 for River Run Park. The scope of the change order is due to the deduction of speakers and the removal of ad panels on the Grandstands scoreboards. The change order deduction is in the amount of \$9,003.47. **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 25-192 Authorizing the City Administrator to Execute a Professional Service Contract with TTL, Inc. for Downtown Streetscape - Phase IV**. This resolution will authorize the City Administrator to execute a contract with TTL, Inc, for Professional Services for Downtown Streetscape - Phase IV project. The Downtown Streetscape Phase IV project will be funded 80/20 in part by the U.S. Department of Transportation Safe Streets for all grant funds. The fiscal impact on the City will be \$239,700.00. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by Councilman Wiggins, **Second** by Pro Tem Washington to adopt **Resolution 25-193 Authorizing the City Administrator to Execute a Professional Service Contract with Duncan Coker Associates, P.C. for Mark's Mart Storm Drainage Repairs**. This resolution will authorize the City Administrator to execute a Professional Service Contract with Duncan Coker Associates, P.C. for Mark's Mart Storm Drainage repairs. The project involves the repair of a failing storm drainage structure and slope stabilization on the West side of Mark's Mart along 5th Street, in the amount of \$47,187.00. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by Pro Tem Washington, **Second** by Councilman Wiggins to adopt **Resolution 25-194 Establishing the Fee for Vacating the Public Right-of-Way in the City of Northport - A Portion of Park Court**. This resolution will authorize the fees for vacating the public right-of-way for a portion of Park Court for J N E Realty, LLC. J N E Realty, LLC has filed with the City a Declaration of Vacation of Right-of-Way for 0.39 acres of Park Court and will be responsible for the legal fees in the amount of \$550.00, advertisement fees in the amount of \$946.80, and the value of the right-of-way in the amount of \$11,049.87. The total amount that J N E Realty, LLC will be responsible for paying to the City is \$12,546.67. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

CONSENT AGENDA

Motion by Pro Tem Washington, **Second** by Councilman Aiken to approve the Consent Agenda as printed for the October 6, 2025, Council Meeting:

1. Minutes, September 22, 2025, Regular Meeting – Tera Tubbs

2. Bill Listing – Tera Tubbs
3. Purchase Requisition, Parkson Corporation, in the amount of \$30,876.00, is for diffusers and connectors on the Aeration Basin at the Wastewater Treatment Plant. The old diffusers and connectors need to be replaced in order to continue operation of the aeration basin. The requisition is for 372 diffusers and 186 connectors.
4. Purchase Requisition, Pace Analytical Services, LLC., in the amount of \$35,000.00, is for yearly testing at the Water Treatment Plant. The testing consists of Coliform, TOC's, SOC's, IDSE, and DSE. This testing is required by ADEM. This is part of the FY2026 Budget.
5. Purchase Requisition, Living Water Services, LLC., in the amount of \$20,000.00, is for yearly lab testing at the Water Treatment Plant. The testing consists of bacti and TOC which is required by ADEM. This is part of the FY2026 Budget.
6. Purchase Requisition, Living Water Services, LLC., in the amount of \$10,000.00, is for yearly lab testing at the Wastewater Treatment Plant. The testing is for E. Coli, BOD, TSS, NH4, TKN, which are all required by ADEM. This is part of the FY2026 Budget.
7. Purchase Requisition, Warrior Waste Services, LLC., in the amount of \$63,495.00, is for yearly hauling of biosolids from the Wastewater Treatment Plant to the landfill. This should cover the fiscal year is part of the FY2026 Budget.
8. Purchase Requisition, Black Warrior Solid Waste, in the amount of \$60,000.00, is for yearly tipping fees to haul biosolids from the Wastewater Treatment Plant to the landfill. This should cover the fiscal year and is part of the FY2026 Budget.
9. Purchase Requisition, Crimson Carpet & Flooring, in the amount of \$11,050.00, is for new flooring at the Utilities Billing Office at City Hall.
10. Purchase Requisition, Sourcewell Contract #011124-UFC to Unifirst Uniform Services, in the amount of \$15,000.00, is to provide the Utilities Department employees with uniforms to wear while they are on the job for safety and identification purposes. This is for FY2026.
11. Purchase Requisition, Knight Signs Industries for bronze signage and installment for city parks, not to exceed \$15,000.00.
12. Purchase Requisition, Electric Machine Control, Inc., in the amount of \$15,860.00, is for quarterly updates of the SCADA Network software used at the Water Treatment Plant and the Wastewater Treatment Plant. This amount is for FY2026.
13. Purchase Requisition, CDWG for license renewal of CrowdStrike software, \$62,429.00.
14. Purchase Requisition, Ricoh, \$20,980.00.
15. Purchase Requisition, The City of Northport has been awarded \$89,472.00 from the Alabama Department of Environmental Management (ADEM) through a grant from the Alabama Recycling Fund to purchase a Track Loader with accompanying rotating pallet fork and cutting edge bucket. The Track Loader will help increase the efficiency of our Recycling Department's operations with its ability to sort and lift loads of recyclables in larger and heavier quantities. Just as important, the Track Loader will also reduce the amount of strenuous manual labor currently required from some of our employees, reducing the risk of injury. Purchase request for a Kubota Track Loader and optional equipment, including a rotating pallet fork and cutting edge bucket for a total of \$91,969.74 from Capital Tractor. The \$2,497.74 not covered by the grant will be paid out of Public Works' Recycling Equipment account funds, as allotted as a part of the previously approved Fiscal Year 2026 Budget.
16. Purchase Requisition, S.T. Bunn Construction Company for asphalt on an as-needed basis for potholes and patching done by the Construction Department. Asphalt is typically required weekly, with costs averaging several hundred dollars per delivery. Based on the amounts spent in the past two fiscal years, we are estimating the need for approximately \$25,000.00 worth of asphalt from October 1, 2025, through September 30, 2026.
17. Purchase Requisition, Ready Mix USA for concrete on an as-needed basis for projects done by the Construction Department. Concrete is typically required weekly, with costs averaging several hundred dollars per delivery. Based on the amounts spent in the past two fiscal years, we are estimating the need for approximately \$10,000.00 worth of concrete from October 1, 2025, through September 30, 2026.
18. Purchase Requisition, Todd Shirley Grading, Inc. for fill dirt on an as-needed basis for projects done by the Construction Department. Fill dirt is typically required monthly, and is kept onsite at the Public Works location, with deliveries made every few months, costing over \$1,000 each. Based on the amounts spent in the past two fiscal years, we are estimating the need for approximately \$5,000.00 worth of fill dirt from October 1, 2025, through September 30, 2026.

19. Purchase Requisition, Davis Materials, Inc. for stone and crusher run on an as-needed basis for projects done by the Construction Department. #57 Stone is typically required monthly, and is kept onsite at the Public Works location, with deliveries made every few months, costing over \$2,000 each. Based on the amounts spent in the past two fiscal years, we are estimating the need for approximately \$10,000.00 worth of #57 Stone from October 1, 2025, through September 30, 2026. 825B Crusher Run is typically required monthly, and is kept onsite at the Public Works location, with deliveries made every few months, costing over \$2,000 each. Based on the amounts spent in the past two fiscal years, we are estimating the need for approximately \$10,000.00 worth of 825B Crusher Run from October 1, 2025, through September 30, 2026.
20. Purchase Requisition, Southern Tire Mart, Inc. to purchase tires on an as-needed basis for the garbage and trash trucks. Daily trips to the landfill and hauling heavy loads lead to expedited wear and damage. Having prior purchasing approval allows us to replace tires without delay, which is crucial to getting these trucks back in service in a timely manner. Tires for these types of trucks cost an average of \$500.00 each, and each truck drives on six to ten tires. Based on the amounts spent in the past two fiscal years on tires for garbage and trash trucks, we are estimating the need to spend approximately \$30,000.00 from October 1, 2025, through September 30, 2026. This \$15,000.00 planned expense for garbage trucks is part of the \$25,000.00 allotted to the Public Works' Garbage Trucks Maintenance account fund in the City Council-approved Fiscal Year 2026 Budget. Payments would be made once the product is received.
21. Purchase Requisition, Carahsoft Technology Corp., for MFA RFID license renewal software. This is a budgeted expense. Total cost \$54,336.40.
22. Purchase Requisition, no more than \$34,000.00 to Ervin's Workwear & Boots on an as-needed basis to provide its employees with uniform pants and work boots as required throughout the year. Employees receive four pairs of pants a year, either at the start of their employment with the Public Works Department, or as part of the annual department-wide order once they complete their probationary period.
23. Purchase Requisition, Lowes Pro, in the amount of \$9,008.30, for the pavilions for Tiger Park. The amount is for 2 - 12'x24' pavilions.
24. Purchase Requisition, Tires for Police Vehicles (as needed); Southern Tire Mart, Inc., not to exceed \$20,000.00.
25. Purchase Requisition, Routine Maintenance Parts for Police Vehicles (as needed); Northport Auto Supply, not to exceed \$15,000.00.

REPORTS OF SPECIAL COMMITTEES OF COUNCIL

There were no reports.

PUBLIC HEARINGS

- A. There were **no** Public Hearing items on the agenda for the **Engineering Department**.
- B. There was one Public Hearing items on the agenda for the **Legal Department**.
 1. **Second Reading, Resolution fixing the cost of nuisance weed abatement and authorizing the filing of a lien for property located at 1902 Hudson Bay Drive.**
 - i. President Bobo opened the floor for item 11.b.1.
 - ii. There were no speakers.
 - iii. President Bobo closed the floor for item 11.b.1.

Motion by Pro Tem Washington, **Second** by Councilman Wiggins to adopt **Resolution 25-195 fixing the cost of nuisance weed abatement and authorizing the filing of a lien for property located at 1902 Hudson Bay Drive**. The nuisance was abated at the City's effort and expense, and the property owner has failed to reimburse the City after multiple notices of the nuisance and abatement.

Roll call was as follows: Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**
- C. There were two Public Hearing items on the agenda for the **Planning & Inspection Department**.
 1. **Second Reading, Resolution fixing the cost of demolition and authorizing filing a lien for the parcel located at 1203 EJ James Jr Parkway.**
 - i. President Bobo opened the floor for item 11.c.1.
 - ii. There were no speakers.
 - iii. President Bobo closed the floor for item 11.c.1.

Motion by Councilman Aiken, **Second** by Councilman Wiggins to adopt **Resolution 25-196 fixing the cost of demolition and authorizing filing a lien for the parcel located at 1203**

EJ James Jr Parkway. The demolition was done at the City's efforts and expense. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**
2. **Second Reading, Ordinance Ordering Demolition of an Unsafe Structure Located at 2801 17th Avenue.**

- i. President Bobo opened the floor for item 11.c.2.
- ii. Justin Lightsey - 2711 16th Avenue. Mr. Lightsey closed on the property and obtained a building permit. He requests the item be tabled to October 20, 2025 agenda to give him time to begin the demolition himself.
- iii. President Bobo closed the floor for item 11.c.2.

Motion by Councilman Wiggins, **Second** by Pro Tem Washington to **TABLE Ordinance Ordering Demolition of an Unsafe Structure Located at 2801 17th Avenue to the October 20, 2025 agenda.** 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. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

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

CITY ADMINISTRATOR’S BUSINESS

There was none.

DEPARTMENTAL BUSINESS

There was none.

MAYOR AND COUNCIL MEMBER’S BUSINESS

Mayor Hinton – No official business to discuss.

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

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

There being no further business to come before the Council, the meeting was **adjourned** at **5:52 p.m.**

ATTEST:

Christy Bobo, President

Tera Tubbs, Interim City Administrator



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

AGENDA ITEM NO. 9.c.2.
MEETING DATE: October 20, 2025
SUBJECT: Bill Listing

Unfinished Business:
Public Hearing:

New Business:
First Reading:

Consent Agenda: X
Second Reading:

Prepared By: Stacey Beynon

Approved By: Tera Tubbs

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 10/1/2025 - 10/15/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Cheryl Hardy	INV0035885	09/30/2025	NPCC Security Deposit Refund...	100.00
William S Tidmore	INV0035887	09/30/2025	NPCC Security Deposit Refund...	100.00
Morgen Lewis	INV0036036	10/06/2025	NPCC Security Deposit Refund...	100.00
Morgen Lewis	INV0036036	10/06/2025	NPCC Security Deposit Refund...	425.00
Marcus Clark	INV0036042	10/06/2025	NPCC Security Deposit Refund...	100.00
Dayna Grant	INV0036043	10/06/2025	NPCC Security Deposit Refund...	100.00
				925.00

Department: 13 - Mayor & City Council

Verizon	6124262426admin	10/06/2025	Acct 423469999-00001	510.77
Tuscaloosa County Softball Wa...	INV0035894	10/01/2025	ADMIN - Dist Dev Funds	1,000.00
Wildcat Quarterback Club Inc	INV0035896	10/01/2025	ADMIN - Dist Dev Funds	1,000.00
Tuscaloosa County High School	INV0035898	10/01/2025	Wrestling - Davis Huckabee	500.00
Bridge Builder Friendship Fou...	INV0035966	10/01/2025	ADMIN - Dist Dev Funds	1,000.00
Tuscaloosa County High School	INV0035968	10/01/2025	Wrestling	300.00
Tuscaloosa County High School	INV0035970	10/01/2025	Softball	300.00
Matthews Elementary	INV0035972	10/01/2025	ADMIN - Dist Dev Funds	500.00
Fork in the Road Foundation	INV0035974	10/01/2025	ADMIN - Dist Dev Funds	500.00
Tuscaloosa County High School	INV0035976	10/01/2025	Girls Basketball	300.00
Focus on Senior Citizens	INV0035978	10/01/2025	ADMIN - Dist Dev Funds	500.00
Echols Middle School	INV0035980	10/01/2025	Football	300.00
Echols Middle School	INV0035982	10/01/2025	Baseball	300.00
Echols Middle School	INV0035984	10/01/2025	Basketball	300.00
Crestmont Elementary School	INV0035986	10/01/2025	ADMIN - Dist Dev Funds	500.00
Tuscaloosa County High School	INV0035988	10/01/2025	Boys Basketball	300.00
Collins-Riverside Middle School	INV0035990	10/01/2025	ADMIN - Dist Dev Funds	500.00
Tuscaloosa County High School	INV0035992	10/01/2025	Baseball	300.00
Boys and Girls Club of West Al...	INV0035994	10/01/2025	ADMIN - Dist Dev Funds	300.00
The Concept 5	INV0036105	10/07/2025	ADMIN - Dist Dev Funds	500.00
Tammy D Clark-Wildon	INV0036153	10/08/2025	Admin - Dist Dev Funds	500.00
				10,210.77

Department 13 - Mayor & City Council Total: 10,210.77

Department: 15 - Administrative

Spire	INV0035902	10/01/2025	3401 Main Ave C 0420679877	132.68
U.S. Postal Service	INV0035752	09/29/2025	Postage by phone - Admin	26.22
Walmart	INV0035909	10/01/2025	Walmart Invoices for pollwork...	65.94
Walmart	INV0035905	10/01/2025	Walmart Invoices for pollwork...	340.42
Walmart	INV0035915	10/01/2025	Walmart Invoices for pollwork...	41.72
Walmart	INV0035907	10/01/2025	Walmart Invoices for pollwork...	78.27
Walmart	INV0035913	10/01/2025	Walmart Invoices for pollwork...	54.33
Verizon	6124262426admin	10/06/2025	Acct 423469999-00001	255.57
Stericycle Inc.	8012097956	10/06/2025	Payer # 1000280675	146.60
Comcast Cable	INV0036144	10/07/2025	2001 Park St 8396 90 014 032...	257.90
Pitney Bowes Inc.	1028226666	10/08/2025	ADMIN - Pitney Bowes MailCe...	459.87
Walmart	INV0035911	10/01/2025	Walmart Invoices for pollwork...	59.13
Rumsey Environmental	7806364W081	10/06/2025	Rumsey Environmental Invoic...	250.00
Rumsey Environmental	7806946W081	10/06/2025	Rumsey Environmental Invoic...	91.67
Amazon Capital Services	1HTG-QPVM-6WRK	10/02/2025	Community Events	1,604.88
Lowe's Home Centers Inc.	93383	10/07/2025	City Hall - gang covers for Ma...	5.10
Lowe's Home Centers Inc.	94305	10/07/2025	PO 26-0018	-5.10
Lowe's Home Centers Inc.	94466	10/07/2025	City Hall - gang covers for Ma...	5.10
Amazon Capital Services	19CX-DDNP-4WP6	10/06/2025	Large Ornaments for Outside ...	527.81
Cintas	4245696405	10/07/2025	Payer # 14353428	75.86
Regions Bank	INV0036113	10/07/2025	2016 GF SERIES-October 2025	65,930.25

Expense Approval Report

Payment Dates: 10/1/2025 - 10/15/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Regions Bank	INV0036115	10/07/2025	2021 B WARRANTS-October 2...	48,668.63
Department 15 - Administrative Total:				119,072.85
Department: 16 - Legal				
U.S. Postal Service	INV0035748	09/29/2025	Postage by Phone - Legal	6.49
Verizon	6124262426Legal	10/06/2025	Acct 423469999-00001	201.94
Mary Virginia Buck	INV0035963	10/01/2025	Retainer Services - October 20...	350.00
Northport Gazette The	INV0036056	10/06/2025	ord 2282 amend chpt 74 w&s ...	101.70
Ron Davis	INV0036148	10/08/2025	Reimbursement-Travel	69.63
Ron Davis	INV0036148	10/08/2025	Reimbursement-Lodging	887.40
Department 16 - Legal Total:				1,617.16
Department: 17 - Municipal Court				
U.S. Postal Service	INV0035751	09/29/2025	Postage by Phone - Court	111.78
District Attorney Restitution R...	INV0036180	10/08/2025	September 2025	500.59
Andrew J Clay Law Firm	INV0036181	10/08/2025	September 2025	2,743.06
Yarbrough Law LLC	INV0036184	10/08/2025	September 2025	1,449.00
Paul W. Patterson II P.C.	INV0035964	10/01/2025	Judicial Services-Judge-Octobe...	5,934.35
Krebs Law LLC	INV0035965	10/01/2025	Judicial Services-Prosecutor-O...	3,934.35
Circuit Clerk's Judicial Adminis...	INV0036173	10/08/2025	September 2025	1,015.84
The Citizenship Trust Fund	INV0036174	10/08/2025	September 2025	457.00
Alabama Crime Victims Comp...	INV0036175	10/08/2025	September 2025	1,041.20
Alabama Peace Officer's Annui...	INV0036176	10/08/2025	September 2025	2,097.00
Presiding Circuit Judges' Judici...	INV0036177	10/08/2025	September 2025	1,013.41
Solicitor's Fund	INV0036182	10/08/2025	September 2025	7,135.33
State Judicial Administration F...	INV0036183	10/08/2025	September 2025	4,067.45
Alabama Comptroller's Office	INV0036178	10/08/2025	September 2025	25,965.34
Catalis Court & Land Records L...	INV308361718	10/08/2025	Monthly Court Software	6,696.41
One Source Office Products LLC	IN-34595	10/09/2025	Sign	44.00
Department 17 - Municipal Court Total:				64,206.11
Department: 22 - Information Technology				
T-Mobile US Inc.	INV0035830	09/30/2025	Account 978900299	236.72
Verizon	6124262426IT	10/06/2025	Acct 423469999-00001	210.68
Comcast Cable	INV0035892	10/01/2025	5410 Hwy 69N 8396 90 014 0...	563.05
Ricoh USA Inc	1104464558	10/08/2025	CONSENT 10/6/25- IT Softwar...	20,980.00
CivicPlus LLC	351019	09/30/2025	IT - Website SSL Certificate for...	61.28
Carahsoft Technology Corpora...	IN2094547	10/01/2025	IT - ClSecurity Software	1,974.00
CivicPlus LLC	343537	10/01/2025	IT- Social Media Archiving Plat...	2,992.80
New Horizons Communication...	C148953	10/02/2025	CORP-779914	135.52
Spectrum Business	INV0036167	10/08/2025	4900 Mitt Lary Rd 8314 10 234..	184.40
Jatheon Technologies Inc	INV-4692	10/07/2025	IT - 2026 Annual Maintenance...	2,760.66
Department 22 - Information Technology Total:				30,099.11
Department: 25 - Finance				
U.S. Postal Service	INV0035750	09/29/2025	Postage by Phone - Finance	62.79
U.S. Postal Service	INV0035750	09/29/2025	Postage by Phone - Finance	239.02
Verizon	6124262426FIN	10/06/2025	Acct 423469999-00001	201.31
Northport Gazette The	INV0036059	10/06/2025	ord 2281 fy26 w&s budget	79.20
Northport Gazette The	INV0036061	10/06/2025	ord 2280 fy26 general fund b...	77.40
Department 25 - Finance Total:				659.72
Department: 26 - Human Resources				
U.S. Postal Service	INV0035749	09/29/2025	Postage by Phone - HR	92.19
Verizon	6124262426hr	10/06/2025	Acct 423469999-00001	120.66
Walmart	INV0035870	09/30/2025	Walmart	446.22
Walmart	INV0035872	09/30/2025	Walmart	69.14
Cobbs Allen & Hall Inc.	105261	10/01/2025	Monthly Fee October 2025	1,250.00
River Oaks Employee Assistan...	001057	10/06/2025	Quarterly Fee October-Decem...	2,148.39
Jeff Redding	INV0036037	10/06/2025	Reimbursement for Hotel Ro...	734.21
Department 26 - Human Resources Total:				4,860.81
Department: 28 - Planning & Inspections				
U.S. Postal Service	INV0035745	09/29/2025	Postage by Phone - PZBI	888.56

Expense Approval Report

Payment Dates: 10/1/2025 - 10/15/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Verizon	6124262426PBI	10/06/2025	Acct 423469999-00001	445.62
Northport Gazette The	INV0036050	10/06/2025	PZC Agenda Ad - October	140.40
Northport Gazette The	INV0036053	10/06/2025	ord 2283 cond use 703 main a...	137.25
Department 28 - Planning & Inspections Total:				1,611.83
Department: 32 - Engineering				
Verizon	6124262426ENG	10/06/2025	Acct 423469999-00001	563.92
Amazon Capital Services	1HLP-NJCL-C3MC	09/30/2025	Uniforms - Engineering	322.51
Amazon Capital Services	1QK7-6X73-CCXX	09/30/2025	Surge Protectors and HDMI C...	29.68
Amazon Capital Services	1QK7-6X73-CFGY	09/30/2025	Suction Cups for Park Store	7.59
Amazon Capital Services	1NVN-34XJ-9CMP	10/02/2025	Savannah's Office Chairs	251.98
Department 32 - Engineering Total:				1,175.68
Department: 33 - Police				
U.S. Postal Service	INV0035747	09/29/2025	Postage by Phone - PD	19.13
Wagner's Team Sports	3202600	09/29/2025	Departmental Shirts	969.00
Point Emblems LLC	18992	09/29/2025	New Patches	2,400.00
Spire	INV0035768	09/29/2025	3000 Charlie Shirley Rd 21140...	34.60
GFL Environmental Inc.	UI0000036162	09/30/2025	Acct UI1703	497.45
Verizon	6124262426PD	10/06/2025	Acct 423469999-00001	200.05
Spire	INV0036058	10/06/2025	3721 26th Ave 1177523333	25.12
Gulf States Distributors Inc.	1496221-IN	09/30/2025	Vest - Jimenz	1,141.85
Mobile Communications Amer...	1023000145-1	10/08/2025	PD #432 - remove radar for w...	740.00
TRUCKWORX HOLDING CO INC	1130207132	10/06/2025	PD Scissor Lift- Batteries	589.84
State of Alabama	INV0035962	10/01/2025	Tower Lease - October 2025	500.00
Northport Auto Supply Co. Inc.	100986970	10/08/2025	CC APPROVED 10.6.25; PM pa...	84.72
Northport Auto Supply Co. Inc.	100986972	10/07/2025	PD #453 - new brake parts	510.48
Grainger Inc.	9662139030	10/06/2025	PD Courtroom - AHU 17 repair...	622.51
Tuscaloosa Chevrolet	CTCS514456	10/07/2025	PD #5244- diag & reprogram f...	221.92
Northport Auto Supply Co. Inc.	100987112	10/06/2025	PD #453_brake caliper	100.74
Northport Auto Supply Co. Inc.	100987223	10/08/2025	terminal lugs for PD scissor lift	17.10
Northport Auto Supply Co. Inc.	100988716	10/08/2025	! PD #9755 - brake caliper repa...	70.49
Department 33 - Police Total:				8,745.00
Department: 35 - Fire				
Henry Schein Inc.	47079373	09/30/2025	Medical Supplies Restock	82.11
Spire	INV0035765	09/29/2025	12301 Mitt Lary rd 78635555...	61.51
Spire	INV0036052	10/06/2025	5410 Hwy69N 843944444	112.11
Spire	INV0036055	10/06/2025	1101 MLK Jr Blvd 5305862222	63.08
Alabama Fire College	10258	10/02/2025	Fire and Emergency Services l...	1,200.00
Global HR Research LLC	202510-99918	10/03/2025	New Hire Background Checks	43.04
Parts Town LLC	2107096352	10/03/2025	FD Station 4 - engine bay heat...	275.16
Amazon Capital Services	1649-T1WT-LV71	10/03/2025	Office Supplies	50.47
Department 35 - Fire Total:				1,887.48
Department: 37 - Public Works				
U.S. Postal Service	INV0035746	09/29/2025	Postage by Phone - PW	2.07
TRUCKWORX HOLDING CO INC	1130206371	10/08/2025	! PW #1053 - drive axle repair ...	3,797.49
T-Mobile US Inc.	INV0035826	09/30/2025	Account 978900299	1,218.44
Verizon	6124262426PW	10/06/2025	Acct 423469999-00001	950.01
Jesse Facio	INV0035918	10/01/2025	Reimbursement - Class B CDL ...	38.75
Suburban Farms of Northport ...	1666	10/06/2025	mums & marigolds for planter...	415.00
Waste Connections of Alabam...	2055	10/01/2025	Acct 6085-1018	225.00
Cintas	4244960081	09/30/2025	Payer # 14385499	26.83
Grainger Inc.	9658336228	10/07/2025	Shop Pressure Washer - vibrat...	36.98
Northport Auto Supply Co. Inc.	100986624	10/02/2025	! PW #8289 - battery & radiat...	96.10
Northport Auto Supply Co. Inc.	100986624	10/02/2025	! PW #8289 - battery & radiat...	87.44
Northport Auto Supply Co. Inc.	100986651	10/02/2025	! PW #8289 - battery & radiat...	88.95
Northport Auto Supply Co. Inc.	100986651	10/02/2025	! PW #8289 - battery & radiat...	80.93
Global HR Research LLC	202510-99918	10/03/2025	New Hire Background Checks	623.69
Northport Auto Supply Co. Inc.	100986649	10/06/2025	PW #800d - oil filter	3.72
Tuskaloosa Lawn Equipment L...	294206	10/06/2025	weed eater string & saw chains..	154.61
Tuskaloosa Lawn Equipment L...	294206	10/06/2025	weed eater string & saw chains..	61.84

Expense Approval Report

Payment Dates: 10/1/2025 - 10/15/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Tuskaloosa Lawn Equipment L...	294206	10/06/2025	weed eater string & saw chains..	401.97
Tuskaloosa Lawn Equipment L...	294213	10/06/2025	PW #693 - chain tensioner rep...	23.18
Lowe's Home Centers Inc.	90531	10/06/2025	wheelbarrow for Beautification	170.05
Lowe's Home Centers Inc.	90850	10/06/2025	batteries for paper towel disp...	27.52
Lowe's Home Centers Inc.	90850	10/06/2025	batteries for paper towel disp...	27.52
Lowe's Home Centers Inc.	93376	10/06/2025	PW Complex - outdoor water f...	42.01
One Source Office Products LLC	OE-QT-7694-1	10/03/2025	janitorial supplies for Utilities ...	191.94
Northport Auto Supply Co. Inc.	100987736	10/08/2025	! PW #6567 - headlight connec...	9.25
Amazon Capital Services	11RX-YYDL-4NR7	10/06/2025	litter pickers (stock)	5.76
Amazon Capital Services	11RX-YYDL-4NR7	10/06/2025	litter pickers (stock)	17.68
Amazon Capital Services	11RX-YYDL-4NR7	10/06/2025	litter pickers (stock)	23.79
Amazon Capital Services	11RX-YYDL-4NR7	10/06/2025	litter pickers (stock)	32.62
Amazon Capital Services	11RX-YYDL-4NR7	10/06/2025	litter pickers (stock)	48.73
Amazon Capital Services	11RX-YYDL-4NR7	10/06/2025	litter pickers (stock)	32.62
Amazon Capital Services	11RX-YYDL-4NR7	10/06/2025	litter pickers (stock)	30.70
Amazon Capital Services	1V9H-9NPN-4RKF	10/06/2025	PPE - gloves for Construction	76.40
Amazon Capital Services	1XRQ-YKKV-6QTX	10/06/2025	PPE - winter masks (stock)	15.66
Amazon Capital Services	1XRQ-YKKV-6QTX	10/06/2025	PPE - winter masks (stock)	20.88
Amazon Capital Services	1XRQ-YKKV-6QTX	10/06/2025	PPE - winter masks (stock)	78.29
Amazon Capital Services	1XRQ-YKKV-6QTX	10/06/2025	PPE - winter masks (stock)	88.73
Amazon Capital Services	1XRQ-YKKV-6QTX	10/06/2025	PPE - winter masks (stock)	15.66
Amazon Capital Services	1XRQ-YKKV-6QTX	10/06/2025	PPE - winter masks (stock)	104.39
Amazon Capital Services	1XRQ-YKKV-6QTX	10/06/2025	PPE - winter masks (stock)	15.66
Amazon Capital Services	1XRQ-YKKV-6QTX	10/06/2025	PPE - winter masks (stock)	88.73
Amazon Capital Services	1XRQ-YKKV-6QTX	10/06/2025	PPE - winter masks (stock)	10.44
Amazon Capital Services	1XRQ-YKKV-6QTX	10/06/2025	PPE - winter masks (stock)	83.51
Ervin's Workwear & Boots	220000152052	10/08/2025	CC APPROVED 10.6.25; emplo...	143.96
McFarland Ace Hardware	6105/2	10/07/2025	propane for Forklift #1625 (BL...	28.62
Cintas	4245698374	10/08/2025	PAyer # 14385499	26.83
Jesse Facio	INV0036102	10/07/2025	reimbursement - CDL testing f...	25.00
Northport Auto Supply Co. Inc.	100986580	10/08/2025	blades for ROW mowers (stoc...	984.36
Riverside Feed & Seed	1024947093656	10/08/2025	hay bales to decorate City Hall	45.00
Ervin's Workwear & Boots	220000152312	10/08/2025	CC APPROVED 10.6.25; emplo...	143.96
Lowe's Home Centers Inc.	76366	10/08/2025	fall decorations for various loc...	206.73
Department 37 - Public Works Total:				11,196.00

Department: 39 - Utilities

Spire	INV0035903	10/01/2025	7645 Highway 69 N 04294607...	15.62
Spire	INV0035904	10/01/2025	7645 Hwy 69N 0429460782	15.62
U.S. Postal Service	INV0035744	09/29/2025	Postage by Phone - Utilities	22.08
U.S. Postal Service	INV0035744	09/29/2025	Postage by Phone - Utilities	135.39
Spire	INV0035770	09/29/2025	7645 Hwy 69N 0429460782	15.62
CSL Services Inc.	25-03	10/01/2025	Townes of North Lake Sewer S...	9,900.00
The Eshelman Company Inc.	8487	09/15/2025	Council Approved - Pump for I...	7,380.00
Spire	25DR3841	09/25/2025	Damage at 20th St & 18th Ave	3,477.64
Winfield Tool & Equipment Re...	619717-0001	10/01/2025	Blanket - Air Compressor Rent...	184.63
Northport Power Equipment I...	20949	10/06/2025	Deck Belt for WTP Mower	109.99
Northport Power Equipment I...	20949	10/06/2025	Air Filter for WTP Mower	7.99
Northport Power Equipment I...	20949	10/06/2025	Spark Plug for WTP Mower	6.00
Comcast Cable	INV0035698	09/26/2025	3521 3rd St S 8396 90 014 02...	381.16
Spire	INV0035767	09/29/2025	1000 HArpercreek Dr 369822...	14.04
Spectrum Business	138295201092125	09/30/2025	11405 Lary Lake Rd 138295201	100.00
T-Mobile US Inc.	INV0035829	09/30/2025	Account 978900299	538.04
Comcast Cable	INV0035886	09/30/2025	3950 3rd St S 8396 90 014 01...	356.52
Northwest Supply Co. Inc.	1007487	09/30/2025	Adapters for New Pressure Lo...	181.00
Verizon	6124262426UT	10/06/2025	Acct 423469999-00001	1,135.22
Masterman's LLP	1102879690	09/26/2025	Hi Vis Vests	37.85
Masterman's LLP	1102879690	09/26/2025	Hi Vis Vests	35.64
Southern Pipe & Supply	10276638-00	09/29/2025	2" Foot Valve	48.10
Southern Pipe & Supply	10276638-00	09/29/2025	3" Foot Valve	79.91
Southern Pipe & Supply	10329002-00	09/29/2025	2" Gate Valve	788.00

Expense Approval Report

Payment Dates: 10/1/2025 - 10/15/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Ferguson Enterprises LLC	1610076	09/29/2025	14 1/2" x 20" Meter Box Lids	599.76
Warrior Waste Services LLC	I14580	09/30/2025	AGENDA (7/7/25) - Sludge Hau...	200.00
Water Girl Consulting LLC	092920252a	10/01/2025	Grade II Water Training	3,000.00
Water Girl Consulting LLC	092920252b	10/01/2025	Grade II Water Training	3,625.00
Northport Auto Supply Co. Inc.	100985040	09/29/2025	WWTP Truck #0136 Gas Cap	6.48
Northport Auto Supply Co. Inc.	100985105	09/29/2025	Water Trailers #315E Air Brake..	122.97
Northport Auto Supply Co. Inc.	100985327	09/30/2025	WWTP Truck #3292 Brake Pad...	276.51
Southern Pipe & Supply	10195704-01	10/08/2025	1" x 3/4" Hex Bushings	21.70
Amazon Capital Services	1NGQ-D17Y-4VCL	09/29/2025	Drop Box for Billing Office	110.99
Garver LLC	2300207-4	10/06/2025	Council Approved - WTP Mast...	22,044.99
Civil Worx Construction LLC	4450	09/30/2025	Asphalt Repair at 4104 North...	3,850.00
Warrior Waste Services LLC	I14611	09/30/2025	AGENDA (7/7/25) - Sludge Hau...	200.00
Alabama 811	0925019	10/08/2025	Blanket - Monthly Locate Fees	800.37
Northport Auto Supply Co. Inc.	100986293	10/01/2025	Inventory Truck #3297 Battery	183.54
Eco-Tech Inc.	252246	10/02/2025	Replacement Bleach Pump for...	3,545.95
Cintas	4244960135	09/30/2025	Payer # 14385564	27.89
Hunnicutt Inc.	6966	10/02/2025	Service Call to Industrial Park ...	275.00
High Cotton	8970	10/03/2025	Monthly Mailing	10,216.69
Warrior Waste Services LLC	I14612	09/30/2025	AGENDA (7/7/25) - Sludge Hau...	200.00
Cassady Company Inc The	Proj 20-135 Inv 49	10/08/2025	Hwy 82 PS - Cassady TOD#2	25,433.70
Environmental Resource Assoc...	127144	10/03/2025	Corrective Action Test for W...	589.90
Black Warrior Solid Waste	20251001-0251-10051	10/07/2025	AGENDA (10/6/25) - Tipping F...	5,055.04
Global HR Research LLC	202510-99918	10/03/2025	New Hire Background Checks	135.26
Spectrum Business	229584701100125	10/08/2025	Acct 229584701	84.66
Verizon	602000076076	10/06/2025	UT - GPS	553.98
Lowe's Home Centers Inc.	88071	10/01/2025	Teflon Tape	4.73
Lowe's Home Centers Inc.	88122	10/02/2025	Blanket - Misc. Supplies for W...	62.42
Empire Pipe and Supply Comp...	2219622	10/03/2025	Council Approved - 5/8" Water..	10,584.00
Pace Analytical LLC	2520474350	10/03/2025	Blanket - WWTP Sample Testi...	300.00
Civil Worx Construction LLC	4458	10/06/2025	Asphalt Repair Near 3304 33rd..	3,950.00
Civil Worx Construction LLC	4459	10/06/2025	Asphalt Repair at Northsquare...	3,200.00
Consolidated Pipe & Supply C...	AL0945063	10/06/2025	Long Valve Box	297.00
Lowe's Home Centers Inc.	72801	10/07/2025	Blanket - Misc. Supplies for W...	10.42
Cintas	4245698309	10/07/2025	Payer # 14385564	27.89
Business Supply & Printing	6756	10/07/2025	Window Envelopes for Billing ...	193.00
Regions Bank	INV0036114	10/07/2025	2021 A WARRANTS-October 2...	144,337.67
Regions Bank	INV0036116	10/07/2025	2021 A WARRANTS-October 2...	16,779.00
Regions Bank	INV0036117	10/07/2025	2016 WS SERIES-October 2025	16,482.56
USA BlueBook	INV00849833	10/08/2025	Lab Supplies for WWTP	1,471.11
USA BlueBook	INV00850017	10/08/2025	Lab Supplies for WWTP	125.10
Ander's Hardware Co. Inc.	N1289937	10/08/2025	Blanket - Misc. Materials and ...	52.67
Lowe's Home Centers Inc.	76468	10/08/2025	1" PVC Cutters Blades	8.08
Lowe's Home Centers Inc.	76468	10/08/2025	2" PVC Cutters Blades	25.14
City of Tuscaloosa Water & S...	11486881	10/01/2025	RAW WATER/NORTHPORT 8/...	64,347.41
Department 39 - Utilities Total:				368,384.64

Department: 41 - Outside Agency Funding

Tuscaloosa Metro Animal Shel...	INV0035961	10/01/2025	Animal Control Contract - Oct...	19,473.40
Department 41 - Outside Agency Funding Total:				19,473.40

Department: 43 - Incentives

Tuscaloosa County Industrial ...	INV0036298	10/01/2025	Project Crimson Payment 9	150,000.00
Department 43 - Incentives Total:				150,000.00

Department: 45 - 2019 Additional Sales Tax

Kimley-Horn and Associates In...	014520007-0825	10/01/2025	TwoMile Creek Study Amend...	1,236.00
THREE H FURNITURE SYSTEMS...	231983	10/07/2025	RRP Team Store Desks	2,402.40
Knight Sign	66483	10/07/2025	RRP Council Plaque	3,821.00
Haworth Inc	3002097184	09/30/2025	RRP Team Store Chairs	1,280.30
Cassady Company Inc The	Proj 25-114 Inv 3	10/08/2025	Hwy 69/Mitt Lary Utility Reloc...	12,350.00
Infomedia Inc	391283	10/07/2025	Website Development - Econ...	10,800.00
Infomedia Inc	391283b	10/07/2025	Website Development	75.00

Expense Approval Report

Payment Dates: 10/1/2025 - 10/15/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Southern Pipe & Supply	10348646-00	10/07/2025	Bolts - 5th St. RR Barrier Repair	1,296.00
TURNERBOONE ALABAMA LLC	21585	10/07/2025	RRP Team Store Wall Slats	2,236.69
Regions Bank	INV0036112	10/07/2025	2023 GF SERIES - October 2025	231,700.63
Department 45 - 2019 Additional Sales Tax Total:				267,198.02
Department: 46 - Parks & Recreation				
Alabama Flag & Banner Inc	344033	10/08/2025	Visitor Center - American flag ...	152.39
Northport Sports Complex De...	INV0036021	10/02/2025	Northport Sports Developmen...	35,000.00
Alatech Solutions LLC	103266	10/02/2025	Monthly Maintenance River R...	1,975.00
Department 46 - Parks & Recreation Total:				37,127.39
Grand Total:				1,098,450.97

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	724,131.98
22 - MUNICIPAL COURT JUDICIAL ADMIN FUND	5,934.35
50 - WATER & SEWER FUND	351,605.64
51 - WATER & SEWER DEVELOPMENT FEES FUND	16,779.00
Grand Total:	1,098,450.97

Account Summary

Account Number	Account Name	Payment Amount
01-13-102-50245	Development Funds - Dis...	7,200.00
01-13-104-50245	Development Funds - Dis...	2,500.00
01-13-110-50312	Cell Phones	510.77
01-15-000-50102	Postage	26.22
01-15-000-50175	Sundry Expense	146.60
01-15-000-50210	Professional Services	341.67
01-15-000-50250	Community Events	2,132.69
01-15-000-50312	Cell Phones	255.57
01-15-000-50354	Election Expenses	639.81
01-15-000-50357	Janitorial Contracts - City...	75.86
01-15-000-50371	Maintenance - Facilities	5.10
01-15-000-50456	Service Contracts	459.87
01-15-000-50570	Northport Community C...	257.90
01-15-000-50590	Utilities - Other	132.68
01-15-600-70008	Series 2016 Warrants	65,930.25
01-15-600-70010	Series 2021 B Warrants	48,668.63
01-16-000-50102	Postage	6.49
01-16-000-50112	Advertising	101.70
01-16-000-50247	Outsourced Legal Servic...	350.00
01-16-000-50312	Cell Phones	201.94
01-16-000-50420	Travel	69.63
01-16-000-50421	Lodging	887.40
01-17-000-50102	Postage	111.78
01-17-000-50105	Office Supplies	44.00
01-17-000-50127	Software - License & Ma...	6,696.41
01-17-000-50373	Judicial Services - Court ...	3,934.35
01-17-000-50499	State & County Court Co...	47,485.22
01-21007	Security Deposits	500.00
01-22-000-50111	Software - License & Ma...	28,707.46
01-22-000-50312	Cell Phones	447.40
01-22-000-50344	Website - Design & Main...	61.28
01-22-000-50348	Utilities - Internet	882.97
01-25-000-50102	Postage	301.81
01-25-000-50112	Advertising	156.60
01-25-000-50312	Cell Phones	201.31
01-26-000-50102	Postage	92.19
01-26-000-50210	Professional Services	1,250.00
01-26-000-50312	Cell Phones	120.66
01-26-000-50329	DCH Employee Assistanc...	2,148.39
01-26-000-50343	Health Fair Expenses	515.36
01-26-000-50421	Lodging	734.21
01-28-000-50102	Postage - Admin	888.56
01-28-000-50312	Cell Phones	445.62
01-28-116-50112	Advertising - Planning C...	277.65
01-32-000-50105	Office Supplies	7.59
01-32-000-50106	Office Equipment	29.68
01-32-000-50107	Office Furniture	251.98
01-32-000-50283	Uniforms	322.51
01-32-000-50312	Cell Phones	563.92

Account Summary

Account Number	Account Name	Payment Amount
01-33-000-50102	Postage	19.13
01-33-000-50275	Body Armor	1,141.85
01-33-000-50283	Uniforms	2,400.00
01-33-000-50312	Cell Phones	200.05
01-33-000-50355	Communication System -...	500.00
01-33-000-50367	Maintenance & Repair - ...	2,335.29
01-33-000-50382	Repair - Public Safety C...	622.51
01-33-000-50398	Community Services	969.00
01-33-000-50522	Utilities - Natural Gas	59.72
01-33-000-50590	Utilities - Other	497.45
01-35-210-50010	Hiring & Recruitment Ex...	43.04
01-35-210-50105	Office Supplies	50.47
01-35-210-50402	Training - Departmental	1,200.00
01-35-210-50520	Utilities - Natural Gas	236.70
01-35-214-50380	Repairs - Station 4	275.16
01-35-221-50242	Medical Supplies - Engin...	82.11
01-37-310-50010	Hiring & Recruitment Ex...	623.69
01-37-310-50102	Postage	2.07
01-37-310-50238	Personal Safety Supplies ...	15.66
01-37-310-50261	Uniform Shirts, Pants, &...	287.92
01-37-310-50303	Cleaning/Janitorial Suppl...	191.94
01-37-310-50305	Contract Services	53.66
01-37-310-50312	Cell Phones	2,168.45
01-37-310-50337	Cleaning/Janitorial Suppl...	27.52
01-37-310-50356	Cleaning/Janitorial Suppl...	27.52
01-37-310-50400	Training	63.75
01-37-310-50451	Solid Waste Authority C...	225.00
01-37-310-50473	Auxiliary Services Suppli...	34.38
01-37-311-50221	Hand Tools - Beautificati...	170.05
01-37-311-50234	Supplies - Beautification	839.02
01-37-311-50238	Personal Safety Supplies ...	20.88
01-37-312-50234	Supplies - Construction	85.63
01-37-312-50238	Personal Safety Supplies ...	154.69
01-37-313-50234	Supplies - Garbage	32.62
01-37-313-50238	Personal Safety Supplies ...	88.73
01-37-314-50238	Personal Safety Supplies ...	15.66
01-37-315-50234	Supplies - Rights of Way	450.70
01-37-315-50238	Personal Safety Supplies ...	104.39
01-37-316-50238	Personal Safety Supplies ...	15.66
01-37-317-50234	Supplies - Trash	32.62
01-37-317-50238	Personal Safety Supplies ...	88.73
01-37-318-50360	Maintenance - Public W...	36.98
01-37-318-50380	Repairs - Public Works B...	42.01
01-37-322-50360	Maintenance - Heavy Tr...	9.25
01-37-323-50380	Repairs - Trash Trucks	3,797.49
01-37-324-50360	Maintenance - Light Duty..	185.05
01-37-324-50380	Repairs - Light Duty Vehi...	168.37
01-37-326-50360	Maintenance - Mowers ...	988.08
01-37-326-50380	Repairs - Mowers & Light..	23.18
01-37-328-50238	Personal Safety Supplies ...	10.44
01-37-331-50234	Supplies-Recycling	30.70
01-37-331-50238	Personal Safety Supplies...	83.51
01-40121	NPCC Rental Income	425.00
01-41-000-50803	Metro Animal Shelter	19,473.40
01-43-000-60900	Mercedes Benz Project C...	150,000.00
01-45-000-54004	Recreational Facilities	9,740.39
01-45-000-54007	Series 2023 Warrants	231,700.63
01-45-000-54300	Responsible	1,236.00

Account Summary

Account Number	Account Name	Payment Amount
01-45-000-54312	Strategic Communication	10,875.00
01-45-000-54313	5th St Railroad Bridge	1,296.00
01-45-000-54400	Economic & Community ...	12,350.00
01-46-000-50575	Visitor's Center	152.39
01-46-400-50210	Professional Services	36,975.00
22-17-000-50373	Judicial Services	5,934.35
50-39-510-50010	Hiring & Recruitment Ex...	135.26
50-39-510-50102	Postage	22.08
50-39-510-50261	Contract Shirts and Pants	55.78
50-39-510-50305	Contract Services	800.37
50-39-510-50312	Cell Phones	1,673.26
50-39-510-50339	Claims & Damages	3,477.64
50-39-510-50376	Service Contracts	553.98
50-39-510-50385	Raw Water Purchases	64,347.41
50-39-510-50394	Repairs - Heavy Equipm...	122.97
50-39-510-50396	Repairs - Vehicles	466.53
50-39-510-50403	Training - Technical	6,625.00
50-39-510-50520	Utilities - Natural Gas	60.90
50-39-510-50590	Utilities - Other	922.34
50-39-511-50102	Postage	135.39
50-39-511-50105	Office Supplies	193.00
50-39-511-50336	Repairs	110.99
50-39-511-50470	Billing Services	10,216.69
50-39-512-50309	Hand Tools and Equipm...	123.98
50-39-512-50360	Maintenance	253.84
50-39-513-50313	Laboratory Supplies	1,596.21
50-39-513-50323	Sludge Disposal	5,655.04
50-39-513-50336	Repairs	3,545.95
50-39-513-50360	Maintenance	52.67
50-39-513-50454	Testing & Professional S...	889.90
50-39-514-50238	Safety Supplies	37.85
50-39-514-50430	Equipment Rental	184.63
50-39-514-50431	Construction & Repair S...	1,706.46
50-39-514-50453	System & Infrastructure ...	11,000.00
50-39-514-50473	Inventory Supplies	165.96
50-39-514-50477	Water Meters	10,584.00
50-39-515-50238	Safety Supplies	35.64
50-39-515-50389	Maintenance - Collectio...	7,380.00
50-39-515-50457	System & Infrastructure...	275.00
50-39-600-70008	Series 2016 Warrants	16,482.56
50-39-600-70010	Series 2021 A Warrants	144,337.67
50-39-600-81407	Sewer Flow Monitoring	9,900.00
50-39-600-81410	WTP Master Plan	22,044.99
50-39-600-81508	PS#2 Gravity Main/New...	25,433.70
51-39-600-70010	Series 2021 A Warrants	16,779.00
Grand Total:		1,098,450.97

Project Account Summary

Project Account Key	Payment Amount
None	1,098,450.97
Grand Total:	1,098,450.97



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

AGENDA ITEM NO. 9.c.3.

MEETING DATE: October 20, 2025

SUBJECT: Purchase Requisition, Outsourced Legal Services, Trussell Funderburg Rea Bell & Furgerson, PC, \$14,736.90

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 July through September 2025 in connection with economic development projects. The Legal Department is respectfully requesting approval in the amount of \$14,736.90.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-16-000-50247 Amount: \$14,736.90

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$14,736.90 to Trussell, Funderburg, Rea, Bell & Furgerson, PC.



1905 First Avenue South
Pell City, Alabama 35125
Phone: 205-338-7273
Fax: 205-338-6094
www.tfrbf.com

City of Northport
3500 McFarland Blvd.
Northport, Alabama 35476

Economic Development Matters

STATEMENT

Invoice # 11146
September 2025 Summary Statement
Date: 10/06/2025
Due Upon Receipt

Services

Date	Attorney	Description	Quantity	Rate	Total
09/30/2025	John Rea	Legal services rendered in connection with economic development projects for the City	1.00	\$14,602.50	\$14,602.50
			Quantity Subtotal		1.0
			Services Subtotal		\$14,602.50

Expenses

Type	Date	Description	Quantity	Rate	Total
Expense	09/29/2025	192 miles @ 70 cents per mile (2025 IRS Rate)	1.00	\$134.40	\$134.40
			Expenses Subtotal		\$134.40
			Quantity Total		1.0
			Subtotal		\$14,736.90
			Total		\$14,736.90

Please make all amounts payable to: Trussell, Funderburg, Rea, Bell & Furgerson, P.C.

Payment is due upon receipt.



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

AGENDA ITEM NO. 9.c.4.

MEETING DATE: October 20, 2025

SUBJECT: Purchase Requisition, West Alabama Regional Commission, 2026 Member Dues, \$12,450.00

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: Malorie Mixon

Approved By: Tera Tubbs

Summary:

2026 Membership Dues

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-15-000-50100 Amount: \$12,450.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$12,450.00 to West Alabama Regional Commission.

P.O. Box 509 Northport, Alabama 35476

	TOTAL COST	\$12,450.00
--	------------	-------------

If you have any questions concerning this invoice, use the following contact information:
Matt Kynard
Senior Accountant

Page 91 of 156



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

AGENDA ITEM NO. 9.c.5.

MEETING DATE: October 20, 2025

SUBJECT: Purchase Requisition, Tiger Park Pavilion, Lowe's, \$4,769.10

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Savannah Nelson

Approved By: Brad Matthews

Summary:

Purchase of a third pavilion for Tiger Park. The pavilion will be installed by Public Works.

Recommendation:

I recommend that the request be approved.

Funding Source/GL Code:

GL Code No. 01-15-600-80008 Amount: \$4,769.10

Motion for Consideration:

I move that the City Council authorize the City Administrator to enter into a purchase requisition for Lowe's in the amount of \$4,769.10 for a pavilion at Tiger Park.



Gazebo Single

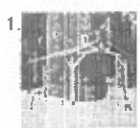
Quote # 227577652

Created on Oct 6, 2025

Quote valid until Nov 6, 2025, 11:59 p.m.*

Created by Kelly Homnan
khoman@cityofnorthport.org
(205) 339-7000
City Of Northport

Lowe's Store # 2488, Northport, AL
Store Phone (205) 330-4613

Item		Fulfillment Type	Unit Price	Qty	Item Total
	Backyard Discovery 12.1-ft x 24.7-ft Norwood Brown Gazebo with Hardtop...	PARCEL	\$4,769.10	1	\$4,769.10
	Item #: 6554546 Model #: 2406049COM				
Item Subtotal					\$5,299.00
Estimated Quote Savings					-\$529.90
Delivery Fees & Taxes					Calculated in Checkout
Estimated Total					\$4,769.10

*The prices quoted are valid until 11:59 p.m. on the date shown above, subject to the following exclusions, conditions, and exceptions.

Delivery fees will be added at time of purchase where applicable.

Prices listed on this quote will be honored at Lowe's Store # 2488, Northport, AL. Please request a new online quote if you'd like to purchase the listed items at a different store, or contact the Pro Service Desk with any questions.

Any changes you make to this quote, for example, adding or removing one or more items or changing the quantity of any item or items, will create a new quote and cancel this quote.

Additional discounts, if applicable, are subject to Lowe's standard discount policy, and are calculated at checkout.

All products are available while supplies last and may vary by market. Lowe's reserves the right to correct any error and/or limit quantities sold.

Lowe's is offering to supply materials only. Lowe's is not offering engineering, architecture, or general contracting services or advice. Lowe's is not responsible for the selection or choice of materials for a general or specific use; for quantities or sizing of materials; for the use or installation of materials; or for compliance with any building code or standard of workmanship.

This quote is based on Lowe's standard commercial terms. Lowe's does not agree to terms and conditions (including, but not limited to, governmental regulations) not specifically indicated or referenced in the request for this quote. If terms and conditions are presented, product selection and pricing may change pending legal review.



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

AGENDA ITEM NO. 9.c.6.

MEETING DATE: October 20, 2025

SUBJECT: Purchase Requisition, Aerosol Generator; Vesperis, \$18,000.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: C.C. Thompson

Approved By: Brooke Starnes

Summary:

The fogger system that is currently being used to spray for mosquitoes throughout the City of Northport during the summer needs to be replaced. The cost to maintain it now exceeds its value.

The Public Works Department is respectfully requesting approval to purchase a London Foggers high-output, ultra-low volume (ULV) aerosol generator from Vesperis for \$18,000.00. Vesperis provided the lowest quote for this equipment and is a company that we use for other mosquito control products.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-37-600-80000 Amount: \$18,000.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$18,000.00 to Vesperis.



Telephone 866-572-8240
Tax registration number

Delivery address: 100755541
CITY OF NORTHPORT
1781 Harper Rd
Northport, AL 35476
USA

Billing address: 100755541
CITY OF NORTHPORT
1781 Harper Rd
Northport, AL 35476
USA

Quotation

Page 1 of 1
Number QT10006080-1
Date 10/1/2025
Requisition
Your ref.
Our ref. 1544
Quotation deadline 10/31/2025
CSR Name Scott Artman
CSR email scott.artman@veseris.com
Sales rep name John Wesson
Sales rep e-mail John.Wesson@veseris.com
Payment Net 30 days

Shipping terms PPA
Currency USD

Item number	Description	Unit price:	Unit Discount	Your Sales Price	Quantity	Unit	Amount
884658	20-20 W/HONDA ENGINE H-1000	18,000.00	0.00	18,000.00	1.00	EA	18,000.00
Sales subtotal amount							18,000.00
Taxes							0.00
Freight and other charges							0.00
Mill Fees							0.00
Estimated invoice total							18,000.00

Promotional discounts and rebates are subject to the specific terms and conditions of the providing vendor and may be valid for less than 30 days

* Freight charges may apply

* All quotations are valid for 30 days

LONDON FOGGERS

WORLDWIDE VECTOR CONTROL SINCE 1968

MODEL 20-20

High Output ULV Aerosol Generator

The model 20-20's original footprint was first manufactured in 1990 and has been the world's standard for high output ULV aerosol generation. The designation originated because this new model utilizes a Honda GX630 21 HP engine, which enables the application of insecticides over vehicle speeds up to and beyond 20 miles per hour. The 20-20 produces the correct particle size to meet ULV standards of 80% of droplets to be under 20 Microns in size. Meets all insecticide label requirements at vehicle speeds of up to 23 miles per hour.

Model 20-20 surpasses all other foggers for four important reasons. First, a next generation overhead V-twin cylinder Honda engine with throttle down feature-producing fewer emission, consuming less fuel and is more environmentally friendly. Second, our Triple V Belt Drive feature reduces blower RPM by more than 25%. This design extends the blower life and creates a quieter operation. Upgraded high performance air filtration preserves the life of the engine and finally an EPA certified fuel system helps the environment.

A proven technology for use with ULV foggers utilizing GPS/flow control of insecticide output. The 20-20, 18-20 and 9-10 models are available with this advancement as an option. Plug and play ready for many Geotracking software applications.

Standard Features on the 9-10

- Aluminum Nozzle rotates 360 degrees.
- Pistol grip cab control with all the functions to run the fogger from the comfort of your vehicle cab.
- FMI hospital grade formulation pump, 3/8" ceramic piston
- Triple V belt drive
- Honda 21 HP GX 630 OHV engine
- Silencer tube-100 decibels or less

Optional Features on the 9-10

- 1 or 2 Year Spare Parts Kits
- Tachometers / Hour meter
- London Flow / GPS
- Custom Cover for storage



PISTOL GRIP
CAB CONTROL

Specifications

Engine	Honda 21HP Overhead Valve, V-twin cylinder, electronic start, choke, flush and spray features.
Formulation Pump	12 Volt DC adjustable output, positive displacement, 0-20 oz./min
Formulation Tank	15 gallon (56.7 liters), corrosion resistant
Particle Size	80% of droplets-less than 20 microns
Fuel Tank	6.0-gallon (22.7 liters) EPA certified with charcoal filter system.
Flush Tank	1.5 quart (1.42 liters), corrosion resistant
Blower	Rotary, positive displacement, up to 356 CFM
Weight	505 lbs. (229.06 kg)
Length	42" (107 cm)
Width	48" (122 cm)
Height	43" (109 cm)



P. 952-473-5366
F. 952-473-5302
TF. 800-448-8525
E. salesupport@londonfoggers.com

505 Brimhall Ave. P.O. BOX 406 - Long Lake, MN 55356

www.londonfoggers.com

© Copyright London Foggers All Rights Reserved
Page 96 of 156



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

AGENDA ITEM NO. 9.c.7.

MEETING DATE: October 20, 2025

SUBJECT: Purchase Requisition, Magna5, Software Renewal, \$27,810.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Brandi Hambright

Approved By: Scott Murphy

Summary:

The IT Department requests requisition approval for annual software renewal. This software provides the city with internet services, including reviews of network and server systems, among other services. Requisition No. 260273.

Recommendation:

To approve this request.

Funding Source/GL Code:

GL Code No. 01-22-000-50111 Amount: \$27,810.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$27,810.00 to Magna5.

Bill To:	Service For:	PO #	Invoice Date	Due Date	Invoice
City of Northport	City of Northport		9/1/2025	11/15/2025	300042515
3500 McFarland Boulevard	3500 McFarland Boulevard				
Northport, AL 35476	Northport, AL 35476				

Service Period : 9/1/2025 - 8/31/2026 (unless otherwise noted)

Description	Quantity	Unit Price	Ext Price	Tax	Total
Cybersecurity Management (Virtual Chief Information Security Officer)					
SecureGuard Continuous Vulnerability Scanning with Monthly Review. -Supporting up to 600 devices	12	\$1,285.00	\$15,420.00	\$0.00	\$15,420.00
vCISO -Experienced Team --Dedicated virtual Chief Information Security Officer -- Monthly vCISO Security Meetings --Security Solutions/Services --Breach Prevention Software Platform --Monthly Technology Assessment --Annual Security Risk Assessment (SRA) --Unbiased 3rd Party Vendor SOC 2 Reviews --Cybersecurity Policy Template Library W/Acknowledgement Feature --Cybersecurity Document Storage --Custom Threat Intelligence Feed -Cybersecurity Incident Response Team -- Up to 2 Incidents a Year --Up to 10 Hours per Incident (Additional hours may be purchased at an hourly rate) -Cybersecurity Knowledge --Ongoing Cybersecurity Education --Ongoing Phishing Campaigns --Annual Cybersecurity Board Training -- Cybersecurity Customized Website Content	12	\$1,600.00	\$19,200.00	\$0.00	\$19,200.00
CyberEducation Cybersecurity Education - Micro Learning Videos written outlines - Semester/Customizable Learning Path Format with 5 question quizzes for each learning module - Detailed User Level Reporting - Gamification	12	\$235.00	\$2,820.00	\$0.00	\$2,820.00
Cybersecurity Threat Awareness - Phishing Campaigns - Live Phishing monitoring - Policies and procedures library - Policies and documents Employee Acknowledgement Features - Detailed audit reporting - Company Notifications - Gamification	12	\$235.00	\$2,820.00	\$0.00	\$2,820.00
Discount Virtual CISO	12	\$-1,060.00	\$-12,720.00	\$-0.00	\$-12,720.00
Discount Education	12	\$-67.50	\$-810.00	\$-0.00	\$-810.00
Security Appliance - Hardware as a Service (HaaS) - Property of Magna5	12	\$90.00	\$1,080.00	\$0.00	\$1,080.00

Subtotal	\$27,810.00
Tax	\$0.00
TOTAL	\$27,810.00

PAYMENT DETAILS BELOW

ACH Payment Info:

Bank: Wells Fargo Bank
Addr: PO Box 63020
San Francisco, CA 94163
Account Name: Magna5 MS LLC
Account Number: 4064501935
Routing Number: 121000248
Swift Code: WFBUS6S

Bill To: City of Northport

Account: 30350
Invoice: 300042515
Invoice Amount: \$27,810.00

Remit Check Payment to:

Magna5 MS LLC
PO Box 200016
Dallas, TX 75320-0016

Billing questions? Email:

billing@magna5.com



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

AGENDA ITEM NO. 9.c.8.

MEETING DATE: October 20, 2025

SUBJECT: Purchase Requisition, CDWG, AutoElevate Software, \$7,660.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Brandi Hambright

Approved By: Scott Murphy

Summary:

The IT Department requests requisition approval to CDWG to purchase AutoElevate software. This software is used to manage the local administrator accounts. Total cost \$7,660.00. Requisition No. 260277.

Recommendation:

To approve this request.

Funding Source/GL Code:

GL Code No. 01-22-000-50111 Amount: \$7,660.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$7,660.00 to CDWG.



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

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

SCOTT MURPHY,

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

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

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PQKK507	10/10/2025	AUTOELEVATE	4009475	\$7,660.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
NEW ITEM Mfg. Part#: NEW-ITEM Contract: MARKET	1	NEW-ITEM	\$0.00	\$0.00
NEW ITEM Mfg. Part#: NEW-ITEM CYBERF-AUTOE-AA AutoElevate 250 Agent Plan Additional AGents Enterprise Annual Advanced 12 Month Term Contract: Standard Pricing	1	NEW-ITEM	\$7,660.00	\$7,660.00

SUBTOTAL	\$7,660.00
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$7,660.00

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



Sales Contact Info

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

Need Help?



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

© 2025 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



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

AGENDA ITEM NO. 9.c.9.

MEETING DATE: October 20, 2025

SUBJECT: Purchase Requisition, Premier Polysteel, Tiger Park Swing, \$2,334.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Morgan Stuart

Approved By: Brad Matthews

Summary:

The Engineering department is requesting that the City Council approve the purchase requisition for Premier Polysteel for a 4' Swing that is being donated by Bryant Bank for Tiger Park. Bryant Bank has donated the funds for the purchase of this swing, in the amount of \$2,334.00.

Recommendation:

That the purchase requisition be approved.

Funding Source/GL Code:

GL Code No. 01-15-600-80008 Amount: \$2,334.00

Motion for Consideration:

I move that the purchase requisition for Premier Polysteel for Tiger Park swing, in the amount of \$2,334.00, be approved.



PREMIER POLYSTEEL
The Best Commercial Outdoor Furniture Available. Period.

Premier Polysteel
A Division of ADA Enterprises, Inc.
305 Enterprise Drive
PO Box 77
Northwood, IA 50459
Ph: 641-324-2750 Fax: 641-324-1092
Toll Free US & Canada: 877-746-3826

Quote

Quote Number: 32194 Quoted Date: 09/10/2025

Quote To

Morgan Stuart
City of Northport
Morgan Stuart
3500 McFarland Blvd.
Northport, AL 35476
United States
Ph: 205-339-7000

Expiration Date: 09/24/2025

Terms: Due With Order

Ship Via: WorldWideExp

Salesperson Matthew Erickson

Reference: Ship to 35476

Line	Quantity	Part Number/Description	Unit Price	Ext Price
001	1 ea	971-SM02-066 4' GC Laser DB Mem Swing-6 4' Grand Contour Laser Direct Bury Memorial Swing-Evergreen	\$1,562.00	\$1,562.00

Line	Quantity	Part Number/Description	Unit Price	Ext Price
002	1 ea	FREIGHT Ship to 35476	\$772.00	\$772.00

Lead Time: 4 Weeks

Total: \$2,334.00

Payment Terms: As stated above

Freight: Please note this freight quote does not include a lift gate or special services. Should you need special services, let us know and we can adjust the quote as needed.

Warranty: All products manufactured by Premier Polysteel come with a 20 year limited warranty!

Cancellation Policy: Orders may be cancelled within 72 hours without penalty. Cancellation of order after 72 hours may be subject to restocking fees per our company terms.

All prices are net U.S. dollars. All local, state or other taxes, (if applicable) are the responsibility of the purchaser.

Freight note: If you need a lift gate and have not requested one, please notify us ASAP. Your freight costs and services will need to be adjusted accordingly.

Quoted By: LANEY

Page 1 of 1



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

AGENDA ITEM NO. 9.c.10.

MEETING DATE: October 20, 2025

SUBJECT: Purchase Requisition, Tires for Police Vehicles (as needed); Tuscaloosa Tire & Service Center, not to exceed \$20,000.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: C.C. Thompson

Approved By: Brooke Starnes, Gerald Burton

Summary:

On behalf of the Police Department, the Public Works Department is respectfully requesting your approval to pay Tuscaloosa Tire & Service Center to purchase tires on an as-needed basis for police vehicles. Due to the amount of wear and tear tires on Police vehicles are subjected to, they frequently need to be repaired or replaced. Having prior purchasing approval allows us to do so without delay, which is crucial to getting these vehicles back in service in a timely manner. Based on the amounts spent in the past two fiscal years on tires for Police vehicles, we are estimating the need to spend approximately \$20,000.00 from October 1, 2025, through September 30, 2026.

This \$20,000.00 planned expense for Police vehicles is part of the \$100,000.00 allotted to the Police Department's Vehicle Maintenance and Repair account fund in the City Council-approved Fiscal Year 2026 Budget and is in lieu of the previously approved Purchase Requisition for the same amount for Southern Tire Mart. Payments would be made once the product is received.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-33-000-50367 Amount: \$20,000.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$20,000.00 to Tuscaloosa Tire & Service Center.



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

AGENDA ITEM NO. 9.c.11.

MEETING DATE: October 20, 2025

SUBJECT: Purchase Requisition, Transmission Replacement for PD Vehicle #5244; Brian Prince Transmissions, Inc., not to exceed \$6,174.09

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: C.C. Thompson

Approved By: Brooke Starnes, Gerald Burton

Summary:

On behalf of the Police Department, the Public Works Department is respectfully requesting your approval to pay Brian Prince Transmissions up to \$6,174.09 for a full transmission replacement for the Police Department's 2021 Chevrolet Tahoe #5244. The cost includes all parts and labor as well as a 3-year/100,000-mile warranty.

The replacement was recommended by two different vendors after displaying symptoms of shuddering and hard shifting.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-33-000-50367 Amount: \$6,174.09

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of up to \$6,174.09 to Brian Prince Transmissions, Inc.

Brian Prince Transmissions Inc.

13253 Wire Road
Cottondale, AL 35453
205-556-6197



NAME: City of Northport
ADDRESS: Steub
CITY: Steub
STATE: AL
ZIP: 365-394-5911
VEHICLE MAKE AND MODEL: 21 Chevy Tahoe
VIN: 16N5KLED6MP325241
YEAR: 5.3
MILEAGE: 10180
TRANSMISSION: 4WD

Dealer: 3-year
Transmission: 100,000 mile warranty

Estimate on Replacing
Transmission - worse case.

\$ 6174.09

3-year 100,000
mile warranty.

Not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond our control. If applicable, in shop warranty only. No warranty on vehicles with programmers or customer furnished parts. Any misuse or abuse voids warranty. Warranty does not cover loss of time, inconvenience, loss of use of vehicle, commercial loss, or rental vehicles. Services are warranted only for cost of repair. I hereby authorize the above repair work to be done along with the necessary materials. The employee may operate vehicle for purposes of testing, inspection, or delivery of owner's risk. An express mechanics lien is acknowledged on above vehicle to secure the amount of repairs therein. Not responsible for court costs and/or attorney fees.

TOTAL PARTS 4893.09

TOTAL LABOR 995.00

Trans Fluid 136.00

Programming 150.00

TAX

0

Total \$

6174.09

TOTAL LABOR

REVENUE

0000 0000



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

AGENDA ITEM NO. 11.b.1.

MEETING DATE: October 20, 2025

SUBJECT: First Reading, Ordinance authorizing the Mayor to enter a Franchise Agreement with Uniti Fiber GulfCo, LLC

Unfinished Business:

Public Hearing: X

New Business:

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Kim Braughton

Approved By: Ron Davis

Summary:

This ordinance authorizes the Mayor to execute a franchise agreement with Uniti Fiber GulfCo, LLC. On April 7, 2025, by Ordinance 2262, the City Council granted Southern Light, LLC a non-exclusive franchise to construct and operate a fiber optic transmission line in the City. Southern Light is a subsidiary of Uniti Fiber Group. GulfCo, LLC is also a subsidiary of Uniti Fiber Group. Uniti Group Inc. is seeking another franchise for GulfCo, LLC to secure an asset backed securities lending facility ("ABS"). Southern Light's services and operations would remain the same and franchise payments would come from both Southern Light and GulfCo, LLC in proportion to their respective gross revenue generated to the City. The agreement attached as Exhibit "A" was negotiated on behalf of the City by franchise experts, Local Government Services, LLC whose services were authorized by Resolution 24-15 on January 23, 2024.

Recommendation:

That you suspend the rules and adopt the ordinance tonight.

Funding Source/GL Code:

GL Code No. N/A

Motion for Consideration:

I move to suspend the rules to allow an immediate vote on this Ordinance.

I move that the Council adopt this Ordinance authorizing the Mayor to enter a Franchise Agreement with Uniti Fiber GulfCo, LLC.

ORDINANCE NO.

**ORDINANCE AUTHORIZING THE MAYOR TO ENTER A FRANCHISE AGREEMENT
WITH UNITI FIBER GULFCO, LLC**

WHEREAS, the City Council for the City of Northport, Alabama (the “City”) desires to enter into a franchise agreement with Uniti Fiber GulfCo, LLC; and

WHEREAS, the City has determined that executing the franchise agreement with Uniti Fiber GulfCo, LLC a copy of which is attached hereto as Exhibit “A” would greatly benefit the City and its citizens.

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

1. The Mayor is hereby authorized to enter a franchise agreement with Uniti Fiber GulfCo, LLC attached hereto as Exhibit “A”.
2. The City Administrator is authorized to take all actions, execute all documents and approve all expenditures required for the implementation of this Ordinance.
3. All Ordinances, Resolutions, or parts thereof conflicting in any manner herewith are hereby repealed.

ORDAINED this the 20th day of October, 2025.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Christy Bobo, Its President

ATTEST:

Tera Tubbs, Interim City Administrator

APPROVED this the 20th day of October, 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.

Tera Tubbs, Interim City Administrator

1st Reading: October 20, 2025
Motion: TO SUSPEND THE RULES
Motion By:
Second By:
2nd Reading: October 20, 2025
Motion: TO PASS ORDINANCE
Motion By:
Second By:
Publication:

EXHIBIT “A”

FRANCHISE AGREEMENT RESPECTING THE USE OF THE PUBLIC RIGHTS-OF-WAY IN THE CITY OF NORTHPORT, ALABAMA BY UNITI FIBER GULFCO LLC

WHEREAS, on April 7, 2025, the City of Northport, Alabama (“City”) adopted Ordinance No. 2262, which granted Southern Light, LLC (“Southern Light”) a non-exclusive franchise (“Franchise”) to construct and operate a fiber optic transmission line in the City; and

WHEREAS, Southern Light is an indirectly owned subsidiary of Uniti Group Inc. (“Uniti Group”); and

WHEREAS, Uniti Fiber GulfCo LLC (“Licensee”) is also an indirectly owned subsidiary of Uniti Group; and

WHEREAS, Uniti Group now seeks from the City another franchise to secure an asset backed securities lending facility (“ABS”) whereby Uniti Group will transfer certain assets from Southern Light to Licensee; and

WHEREAS, Uniti Group will assign certain assets to Licensee in support of the ABS; and

WHEREAS, certain facilities installed and operating in the City’s right-of-way may be owned by Licensee while others will be owned by Southern Light; and

WHEREAS, to the extent that the facilities in the rights-of-way are shared between Licensee and Southern Light, Licensee and Southern Light will enter an intercompany agreement to allow access to those shared facilities; and

WHEREAS, the City intends by adoption of this Agreement to grant Licensee a new franchise; and

WHEREAS, Licensee and Southern Light, for so long as they are Affiliates (as defined in Section 5), will be jointly and severally liable for any noncompliance that may occur under the Southern Light franchise agreement and this Franchise since each franchise conveys identical terms for the use of the right-of-way in the City; and

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

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

The City Council of the City of Northport does hereby grant to Uniti Fiber GulfCo LLC a non-exclusive franchise granting the limited authority to construct a fiber-optic transmission line in the City of Northport in and along its Rights-of-way subject to the terms and conditions set forth below.

SECTION 1. DEFINITIONS

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

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

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

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

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

otherwise constitute revenue of the Affiliate, shall not constitute additional Gross Revenues for the purpose of this Franchise.

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

1.6 **Licensee** means Uniti Fiber GulfCo LLC, and its successors or assigns.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3. TERM

3.1 The franchise granted hereunder shall be for a Term of ten (10) years commencing on the effective date of this Ordinance and Franchise, unless otherwise lawfully renewed, revoked, or terminated as herein provided. Upon the expiration of the Term, the Licensee or the City shall have the option to renew this Franchise for an additional ten-year term, by giving written notice, sixty (60) days before the expiration of the Term, to the other party of that party's intent to renew this Franchise. Within one hundred eighty (180) days of the expiration of any Term, or the earlier termination of the rights and privileges herein granted, the Licensee shall remove at its own expense all of the Facilities comprising the Telecommunications System or shall sell the Telecommunications System to another entity that has a franchise or license from the City.

SECTION 4. CONDITIONS OF ACCESS CONSTRUCTION REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 5. TRANSFER OF OWNERSHIP

The rights and privileges herein granted to Licensee shall be personal to Licensee. Accordingly,

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

SECTION 6. COMPENSATION

6.1 Use Fee. Licensee shall pay to the City quarterly a fee ("Use Fee") that is in an amount equal to five percent (5%) of Licensee's quarterly Gross Revenues. Any payments due shall be made within forty-five (45) days of the end of each of Licensee's fiscal quarters together with a report showing the basis for the computation. Gross Revenues on Telecommunications Services that originate in another Municipality, and terminate in the City shall be evenly apportioned among the two for the purposes of calculating the Fee owed to each by the Licensee, such that the aggregate use fee paid by the Licensee shall not exceed five percent (5%) of the Gross Revenue on said Services. The City represents and agrees that the financial terms of this Ordinance, including the Use Fee, are no less favorable to Licensee than those offered by the City to other telecommunications companies seeking the same or similar rights from the City.

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

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

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

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

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

exceed \$6,000.00, and pay same upon demand by the City. Provided, however, the City shall make the written findings of such audit or review (the "Audit Report") available to Licensee within ten (10) days of completion of the Audit Report and Licensee shall have the right to challenge the findings and results of the Audit Report within 30 days of receipt of the Audit Report. The City Council shall review any challenge submitted by Licensee and make a written determination regarding any alleged underpayment. The Licensee has the right to appeal the City Council's determination to an appropriate state or federal court or agency which shall have the power to review the decision of the City Council and to modify or reverse such decision as justice may require. Such appeal must be taken within thirty (30) days of delivery to Licensee of the written determination by the City Council.

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

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

6.6 The City shall have the right to inspect, upon reasonable notice and during Normal Business Hours, or require Licensee to provide within a reasonable time, copies of any records maintained by Licensee from the three (3) years preceding such request which relate to the operation of Licensee's Telecommunications System, including specifically Licensee's accounting and financial records related to Licensee's Telecommunications System. The City acknowledges that some of the records which may be provided by Licensee may be classified as confidential and therefore may subject Licensee to competitive disadvantage if made public. The City shall therefore maintain the confidentiality of any and all records provided to it by Licensee which are not required to be made public pursuant to applicable laws. In the event Licensee designates any documents provided to the City as confidential, in the event of an open records request or similar request the City shall promptly provide Licensee with notice and an opportunity contest the records request, at Licensee's own cost, prior to disclosing the confidential documents.

6.7 Licensee shall send all payments payable hereunder, to:

City Administrator
City of Northport
3500 McFarland BLVD
Northport, Alabama 35476

SECTION 7. ACCEPTANCE

The rights and privileges granted by this Ordinance shall not be effective until receipt by the City of an unconditional acceptance from Licensee, in written form acceptable to the City,

within thirty (30) days of enactment by the City Council and publication of this Ordinance as provided in Section 14. Licensee's acceptance shall be in writing and shall include delivery of a check in the amount of One Thousand Five Hundred Dollars (\$1,500.00) as an acceptance fee, along with all current payments, insurance certificates, and performance of other requirements as set forth in this Ordinance that have not previously been delivered.

SECTION 8. CONFIDENTIAL INFORMATION

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

SECTION 9. INDEMNIFICATION

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

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

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

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

SECTION 10. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

10.2.4 Broad form property damage liability shall be afforded.

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

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

10.2.7 Standard form of cross-liability shall be afforded.

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

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

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

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

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

SECTION 11. SURETY BOND

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

SECTION 12. DEFAULT

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

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

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

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

12.1.4 Any substantial breach of a material provision of any condition to use of the Public Rights-of-Way set forth herein that is not cured within thirty (30) days after written notice to

Licensee, except that any violations of any applicable safety or construction requirements or regulations that present a threat to health or safety may be required to be eliminated or remedied in a shorter period of time as deemed appropriate under the circumstances by the Mayor or designee.

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

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

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

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

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

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

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

12.2.4 Invoke any other remedy available by law or equity.

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

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

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

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

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

SECTION 13. TAXES AND LICENSE FEES

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

SECTION 14. PUBLICATION

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

SECTION 15. MISCELLANEOUS

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

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

provision.

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

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

The Licensee:

Uniti Fiber GulfCo LLC
ATTN: Kelly McGriff
107 St. Francis Street
Suite 1800
Mobile, Alabama 36602

The City:

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

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

Considered and approved this _____ day of _____, 2025.

Uniti Fiber GulfCo LLC

City of Northport

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



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

AGENDA ITEM NO. 11.c.1.

MEETING DATE: October 20, 2025

SUBJECT: Second Reading, Ordinance Ordering Demolition of an Unsafe Structure Located at 2801 17th Avenue.

Unfinished Business: X

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

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 20th day of October, 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 20th day of October, 2025.

CITY COUNCIL OF THE CITY OF
NORTHPORT

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda Webb, City Administrator-Clerk

APPROVED this the 20th day of October, 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.

Tera Tubbs, Interim City Administrator

1st Reading: September 8, 2025
Motion:
2nd Reading: October 20, 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, Tera Tubbs, as the Interim 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

Tera Tubbs, Interim City Administrator

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.**

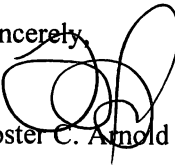
This Title Report is limited to the matters expressly set forth in this letter. No other opinions beyond the matters expressly stated herein should be concluded by or inferred from this Title Report. This Title Report has an effective date set forth below. This Title Report is furnished to the City of 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







