

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

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. PRESENTATIONS

- a. West Alabama Food & Wine Festival - Amy Martin, Festival Executive Director

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

- 1. First Reading, Ordinance Rezoning of approximately 4.01 acres located at 4405 Highway 69 N from Residential Single Family (RS-1) to Neighborhood Commercial (C-2). - Julie Ramm
- 2. First Reading, Ordinance Amending the Zoning Ordinance - Julie Ramm
- 3. First Reading, Ordinance of Conditional Use approval for a laundromat in a General Commercial (C-3) zone for the property located at 1802 18th Avenue. - Julie Ramm

b. Resolutions of a Temporary Nature

- 1. Resolution Authorizing Water Service Outside the City Limits for Property Located at 4511 Oak Hill Drive - Ron Davis
- 2. Resolution authorizing the Mayor to execute an amendment to the Metro Animal Shelter Operating Agreement - Ron Davis
- 3. Resolution Authorizing the City Administrator to Execute a Service Agreement Between the City of Northport and Carrier Corporation - Brooke Starnes
- 4. Resolution Declaring Lockers as Surplus and Donating Lockers to Baseball Country - Brooke Starnes
- 5. Resolution appointing a member to the Tuscaloosa County Special Tax Board - Tera Tubbs
- 6. Resolution Appointing Tera Tubbs as City Administrator - Ron Davis

c. Consent Agenda

- 1. Minutes, October 20, 2025 - Tera Tubbs
- 2. Minutes, November 3, 2025 - Tera Tubbs
- 3. Minutes, November 10, 2025 - Tera Tubbs
- 4. Bill Listing - Tera Tubbs
- 5. Purchase Requisition, generator rental for Public Safety Compound; Thompson Tractor Company, not to exceed \$5,863.72 - Gerald Burton, Brooke Starnes
- 6. Purchase Requisition, Public Safety Compound generator repairs; Cummins Mid-South, LLC, not to exceed \$7,544.08 - Gerald Burton, Brooke Starnes
- 7. Purchase Requisition, Replace SCBA (Breathing Air) Compressor at Fire Station #2, \$29,950.00 - Chief Bart Marshall
- 8. Purchase Requisition, Replace the generator at Fire Station #4, \$15,250.00 - Chief Bart Marshall
- 9. Purchase Requisition, Reimburse the City of Alabaster for PPE Equipment, Payroll Cost, Tuition, and Travel/Meals relating to employee Ryan Barger per Alabama State Law (Title 36, Section 36-21-7), \$12,148.90. - Chief Bart Marshall

10. Purchase Requisition, Knuckle Boom Truck #4484 repairs; Truckworx Holding Co., \$5,954.56 - Brooke Starnes
11. Purchase Requisition, Effluent Sampler for WWTP, Hach, \$6,129.30 - John Webb
12. Purchase Requisition, Outsourced Legal Services, Professional Services, MaynardNexsen, \$36,053.50 - Ron Davis
13. Purchase Requisition, Granicus, \$7,818.78 - Darren McGee
14. Purchase Requisition, Renewal of supersedeas Bond pertaining to Condemnation of Property for the Hwy. 69/Union Chapel Road Realignment Project - Ron Davis
15. Purchase Requisition, Service Contract for Elevators at River Run Park, Mowrey Elevator, \$3,600.00 - Brad Matthews
16. Purchase Requisition, Cellular Wireless Phone Monitoring for Elevators at River Run Park, Mowrey Elevator, \$2,140.00 - Brad Matthews
17. Purchase Requisition, Dell Technologies, 2026 Computer Replacement Project, \$10,692.30 - Scott Murphy

10. PUBLIC HEARINGS

a. Engineering

b. Legal Department

1. Resolution fixing the cost of nuisance weed abatement and authorizing filing a lien for property located at 908 15th Avenue - Ron Davis
2. Resolution fixing the cost of nuisance weed abatement and authorizing filing a lien for property located at 3080 69th Avenue - Ron Davis
3. Resolution fixing the cost of nuisance weed abatement and authorizing filing a lien for property located at 1723 29th Avenue - Ron Davis
4. Resolution fixing the cost of nuisance weed abatement and authorizing filing a lien for property located at 1801 29th Avenue - Ron Davis
5. Resolution Revoking Business License and Privilege to Obtain Business License in the Future - Kim King

c. Planning Inspections Department

1. Second Reading, Ordinance Ordering Demolition of an Unsafe Structure Located at 2801 17th Avenue. - Julie Ramm

d. Police Department

11. CITY ADMINISTRATOR'S BUSINESS

12. MAYOR & COUNCIL MEMBER'S BUSINESS

13. ADJOURNMENT



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

AGENDA ITEM NO. 9.a.1.

MEETING DATE: November 17, 2025

SUBJECT: First Reading, Ordinance Rezoning of approximately 4.01 acres located at 4405 Highway 69 N from Residential Single Family (RS-1) to Neighborhood Commercial (C-2).

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading: X

Second Reading:

Prepared By: Katelyn Lesley

Approved By: Julie Ramm

Summary:

Herndon, Hicks and Associates is requesting rezoning of approximately 4.01 acres located at 4405 Highway 69 N from Residential Single-Family (RS-1) to Neighborhood Commercial (C-2). The petitioner originally requested C-3 (General Commercial) zoning. However, they agreed to amend their request to C-2 zoning during the Planning Commission meeting.

Recommendation:

The Northport Planning and Zoning Commission met on October 14, 2025 and made a favorable recommendation that the request for rezoning be granted.

Funding Source/GL Code:

GL Code No. NA Amount: \$

Motion for Consideration:

None are needed for first reading.



Mayor • Dale Phillips

Council Members

District 1 • Turnley Smith

District 2 • Woodrow Washington, III

District 3 • Jamie Conger

District 4 • Jamie Dykes

District 5 • Danny Higdon

Interim City Administrator • Tera Tubbs

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 for Rezoning of approximately 4.01 acres located at 4405 Highway 69 N from Residential Single-Family (RS-1) to Neighborhood Commercial (C-2)

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 December 1, 2025, a quorum being present, as recorded in the official minutes of the City Council.

Certified this **1st** day of **December, 2025**.

S E A L

Tera Tubbs
Interim City Administrator

ORDINANCE NO. _____

**ORDINANCE AMENDING THE COMPREHENSIVE ZONING
ORDINANCE FOR THE CITY OF NORTHPORT, ALABAMA**

BE IT ORDAINED by the City Council of the City of Northport, Alabama:

Pursuant to Section 11-52-78 of the Code of Alabama, 1975, as amended, the Comprehensive Zoning Ordinance of the City of Northport, Alabama, is hereby amended in the following manner:

1. That upon the recommendation of the Planning and Zoning Commission of the City of Northport, Alabama, at a public hearing conducted pursuant thereto, the following parcels being more particularly described as attached in Exhibit "A" in Tuscaloosa County, Alabama to rezone approximately 4.01 acres located at 4405 Highway 69 N from RS-1 (Residential Single-Family) to C-2 (Neighborhood Commercial).

This amendment to the existing Comprehensive Zoning Plan of the City of Northport, Alabama, shall become effective immediately upon its passage and advertisement as required by law.

ADOPTED this the _____ day of _____, **2025**.

CITY COUNCIL OF THE
CITY OF NORTHPORT

BY: _____

Jamie Dykes, Its President

ATTEST:

Tera Tubbs,
Interim City Administrator

APPROVED this the _____ day of _____, **2025**.

Dale Phillips, Mayor

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

Tera Tubbs, Interim City Administrator

1st Reading: November 17, 2025

Motion:

2nd Reading: December 1, 2025

Motion By:

Second By:

Publication:

Exhibit A

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 10 WEST TUSCALOOSA COUNTY, ALABAMA AND BEING A PART OF LOT 1 WALTER L. HAYES SUBDIVISION, A PLAT OF WHICH IS RECORDED IN PLAT BOOK 6 AT PAGE 156 IN THE PROABTE OFFICE OF TUSCALOOSA COUNTY, ALABAMA CONTAINING FOUR AND ONE HUNDREDTH (4.01) ACRES, MORE OR LESS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 1 WALTER L. HAYES SUBDIVISION THENCE RUN IN A WESTERLY DIRECTION AND ALONG THE NORTH BOUNDARY LINE OF SAID LOT 1 FOR A DISTANCE OF 123.16 FEET TO THE POINT OF BEGINNING; THENCE WITH A DEFLECTION ANGLE TO THE RIGHT OF 119°10'42" RUN NORTHEASTERLY FOR A DISTANCE OF 245.69 FEET TO A POINT; THENCE WITH AN INTERIOR ANGLE RIGHT OF 59°57'35" RUN WESTERLY FOR A DISTANCE OF 209.35 FEET TO A POINT; THENCE WITH AN INTERIOR ANGLE RIGHT OF 180°02'25" RUN WESTERLY FOR A DISTANCE OF 289.44 FEET TO THE POINT OF INTERSECTION WITH THE EAST RIGHT OF WAY MARGIN OF ALABAMA HIGHWAY 69, SAID RIGHT OF WAY BEING 80 FEET IN WIDTH; THENCE WITH AN INTERIOR ANGLE RIGHT TO THE CHORD OF 107°25'18" RUN SOUTHERLY AND ALONG THE CURVING EAST RIGHT OF WAY MARGIN, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 5,168.86 FEET FOR A CHORD DISTANCE OF 417.66 FEET TO A POINT; THENCE WITH AN INTERIOR ANGLE RIGHT FROM THE CHORD OF 147°52'33" RUN SOUTHEASTERLY FOR A DISTANCE OF 36.00 FEET TO A POINT; THENCE WITH AN INTERIOR ANGLE RIGHT OF 129°21'39" RUN SOUTHEASTERLY FOR A DISTANCE OF 139.29 FEET TO A POINT; THENCE WITH AN INTERIOR ANGLE RIGHT OF 160°21'25" RUN EASTERLY FOR A DISTANCE OF 165.91 FEET TO A POINT; THENCE WITH AN INTERIOR ANGLE RIGHT OF 94°05'46" RUN NORTHERLY FOR A DISTANCE OF 139.10 FEET TO A POINT; THENCE WITH AN INTERIOR ANGLE RIGHT OF 153°49'57" RUN NORTHWESTERLY FOR A DISTANCE OF 60.00 FEET TO A POINT; THENCE WITH AN INTERIOR ANGLE RIGHT OF 176°06'52" RUN NORTHWESTERLY FOR A DISTANCE OF 109.19 FEET TO A POINT ON THE NORTH BOUNDARY LINE OF SAID LOT 1 WALTER L. HAYES SUBDIVISION; THENCE WITH AN INTERIOR ANGLE RIGHT OF 291°45'47" RUN EASTERLY AND ALONG SAID NORTH BOUNDARY LINE FOR A DISTANCE OF 234.62 FEET TO THE POINT OF BEGINNING, FORMING AN INTERIOR CLOSURE ANGLE OF 119°10'42".

Said parcel of land contains 4.01 acres.

Also known as Parcel ID number 63-31-02-03-3-001-012.000

City of Northport
Planning and Zoning Commission – October 14, 2025
Staff Report

Case: R-25-10 Zel, LLC

Applicant: Zel, LLC

Location: 4405 Highway 69 North

Request: Preliminary Plat and Rezoning

Zel, LLC is requesting rezoning of approximately 4.01 acres from Residential Single-Family (RS-1) to General Commercial (C-3). Table 4-1 of the zoning ordinance details the uses allowed within the RS-1 zone, while table 5-1 lists the uses allowed within the C-3 zone. Both of these tables are included at the end of this report. The applicant has included a proposed site layout with this application, however, this rezoning request would allow all uses shown in table 5-2 and would not limit the applicant to the layout or uses shown on the site plan.

The current property consists of a vacant single-family residence zoned Residential Single-Family (RS-1). It is surrounded to the north by an apartment zoned Residential Multifamily (RM); to the east and south by single-family detached residential zoned Residential Single-Family (RS-1); and to the west across HWY 69 by a combination of contractor storage yard, professional offices, and retail zoned General Commercial (C-3).

The future land use plan contained within Northport Compass depicts this property as a combination of High to Medium Density Transition and Medium Density Residential. The requested zoning is not supported by the comprehensive plan. It is worth noting that the portion of Highway 69 directly across from this property is already built out as commercial.

Any action on this item will be a recommendation to City Council

Table 4-1 showing uses allowed within Residential zoning districts:

Table 4-1 Use Regulations, Residential Districts

	RS-1	RS-2	RS-3	RM
Residential Uses				
Assisted and independent living facilities				C
Boarding house				C
Cottage development, subject to §7.10				P
Duplex, subject to §7.12				P
Manufactured home subdivision				C
Manufactured home park, subject to §7.28				C
Multifamily dwellings, subject to §7.31				P
Single-family dwelling, detached	P	P	P	P
Single-family dwelling, Zero Lot Line, subject to §7.49				P
Townhouse, subject to §7.45				P
Twin houses, subject to §7.46				P
Nonresidential Uses				
Amateur radio tower, subject to §3.04.04.F	P	P	P	
Bed and breakfast, subject to §7.05	C	C	C	
Cemetery, accessory to place of worship	C	C	C	C
Cemetery, as a principal use				C
Community center	C	C	C	P
Country club	C	C	C	C
Day care and Nighttime care centers	C	C	C	C
Extended care facility				C
Family day care and Nighttime homes, subject to §7.14	P	P	P	P
Family care home, subject to §7.19				P
Golf course	P	P	P	P
Group day care home, subject to §7.14	C	C	C	C
Group homes, other than Family Care Homes, subject to §7.19				C
Home occupation, subject to §7.21	P	P	P	P
Park, playground, nature preserve	P	P	P	P
Parking, freestanding	C	C	C	C
Place of worship, subject to §7.34	C	C	C	P
Public facility	P	P	P	P
Public utility facility, major	C	C	C	C
Public utility facility, minor	P	P	P	P
Recreational facilities, accessory (swimming pools, tennis courts)	P	P	P	P
Schools, private	C	C	C	C
Short-term rental, subject to §7.40	P	P	P	P

P – The use is permitted by right

A blank cell indicates the use is prohibited.

C – The use requires Conditional Use approval, see [§12.05](#)

Table 5-1 showing allowable uses with C-3 zoning district:

Table 5-1 Use Regulations, Nonresidential Districts

P: The use is permitted by right

C- The use requires Conditional Use approval, see [§12.05](#)

A blank cell indicates the use is prohibited.

	O-I	C-2	C-3	C-6	M-1	M-2
Agricultural Support						
Farm equipment sales and repair				P	P	C
Farm produce supply				P	P	C
Farm product processing					C	C
Residential Uses						
Caretaker dwelling, accessory to a permitted use				C	C	C
Cottage developments, subject to §7.10		C	C	C		
Group home	P	P	P			
Multifamily dwellings, subject to §7.31		C	C	C		
Residential care facility	C					
Single-family dwelling, detached		C	C			
Townhouses, subject to §7.45		C	C	C		
Upper-story dwellings		C	C	C		
Commercial Uses						
Adult novelty store, subject to §7.13					C	
Alternative financial services, subject to §7.03				C		
Artisanal manufacturing		C	C	P	P	P
Auto accessory store			P	P		
Automobile repair, Major, subject to §7.23				C	P	P
Automobile repair, Minor, subject to §7.18			C	P	P	P
Bank or financial services	P	P	P	P	C	
Bar		C	P	P	P	C
Brewery				C	P	P
Brewpub		C	C	P		
Building material sales			C	P	P	P
Business and professional offices	P	P	P	P	C	C
Business support service	P		P	P	P	P
Car wash, subject to §7.08		C	C	P	P	P
Commercial school, fully enclosed	C	C	P	P	P	P
Commercial school, unenclosed or partially unenclosed					P	P
Commissary	P		P	P	P	P
Construction service, Major				C	P	P
Construction service, Minor			C	C	P	P
Entertainment-Adult, subject to §7.13					C	C
Dry cleaning pick-up/drop-off business		P	P	P		
Farm produce sales				P	P	
Funeral home	P		P	P		
Garden center or nursery		C	P	P	P	P
Gas station, subject to §7.18			C	P	P	P
General retail, Enclosed		P	P	P		

Table 5-1, continued:

Table 5-1 Use Regulations, Nonresidential Districts						
P: The use is permitted by right						
C- The use requires Conditional Use approval, see §12.05						
A blank cell indicates the use is prohibited.						
	O-I	C-2	C-3	C-6	M-1	M-2
Heavy equipment sales, rental or repair, subject to §7.20				C	P	P
Home improvement center			C	P	P	P
Hotel			P	P		
Kennel					C	
Laundromats			C	C		
Maintenance service	C		P	P	P	P
Medical cannabis dispensing site				P		
Mini-warehouse, subject to §7.30				C	P	
Motel				C		
Nursery, Wholesale			C	C	C	C
Office-warehouse, subject to §7.32			C	C	P	
Outdoor storage as a principal use					C	C
Package Store			P	P		
Personal service	P	P	P	P		
Repair services, subject to §7.41			P	P	P	P
Restaurant, Fast food		C	P	P	P	
Restaurant-bar		C	P	P		
Restaurant, Standard		P	P	P	P	C
Restaurant, Take-out/delivery only		P	P	P	P	
Retail, Unenclosed, including flea markets, subject to §7.16			C	C	C	
Sales/minor storage of gaseous fuels, subject to §7.38				P	P	P
Self-storage, Climate-controlled, subject to §7.30			C	C	P	
Shopping center, Major, subject to §7.39			P	P		
Shopping center, Minor, subject to §7.39		P	P	P		
Studio (dancing, music, art)	C	P	P	P		
Tattoo shops, subject to §7.43				P		
Tobacco/vape shops				C		
Towing service					P	P
Vehicle sales or rental			C	P	P	
Veterinary office, Pet grooming, subject to §7.48	C	P	P	P	P	
Vending facility, Freestanding, subject to §7.47			P	P		
Wholesaling				C	P	P
Entertainment and Recreation Uses						
Entertainment, Indoor		C	P	P		
Entertainment, Outdoor			C	P	C	C
Fairground, subject to §7.25					C	C
Golf Course		P	P	P		
Outdoor or drive-in theatre, subject to §7.33				C	C	
Park	P	P	P	P	P	P
Racetrack					C	C

Table 5-1, continued:

Table 5-1 Use Regulations, Nonresidential Districts

P: The use is permitted by right

C- The use requires Conditional Use approval, see [§12.05](#)

A blank cell indicates the use is prohibited.

	O-I	C-2	C-3	C-6	M-1	M-2
Recreation, Indoor		C	P	P	C	
Recreation, Outdoor-Major, subject to §7.25				P	C	
Recreation, Outdoor-Minor		P	P	P	P	P
Recreational vehicle park and campgrounds, subject to §7.35					C	C
Institutional Uses and Utilities						
Ambulance service, subject to §7.04	P	P	P	P	P	P
Assisted living facility	P	P	P			
Cemetery	P	P	P			
Community center	P	P	P			
Day care center	P	P	P			
Extended care facility	P	P	P			
Hospital	C	C	C	C	C	
Institutional uses, major, subject to §7.24	P	C	P			
Institutional uses, minor	P	P	P			
Place of worship, subject to §7.34	P	P	P			
Public facility	P	C	P	P	P	
Public utility facility, Major	C	C	C	C	C	C
Public utility facility, Minor	P	P	P	P	P	P
Public utility service yard or garage	C	C	P	P	P	C
Recycling center, subject to §7.36				C	P	P
Schools, public or private	P	P				
Substance abuse treatment, In-patient	P		P			
Substance abuse treatment, Outpatient	P	P	P	P	C	C
Telecommunication tower, subject to §7.06	P		C	P	P	P
Industrial Uses						
Bakery, Major				P	P	P
Bottling plant				C	P	P
Borrow pit					C	C
Bulk storage of chemicals or fuels, subject to §7.07					C	C
Commercial incinerator, subject to §7.09					C	C
Food processing and packaging, subject to §7.17					C	C
Junkyard, subject to §7.22					C	C
Manufacture of building materials, subject to §7.26					C	P
Manufacture or storage of explosives, subject to §7.27					C	C
Manufacturing, General					C	P
Meat or poultry processing					C	P
Printing and publishing plant				P	P	P
Recycling plant					C	C
Research laboratory					C	P
Resource extraction (mines and quarries), subject to §7.29					C	C

Table 5-1, continued:

Table 5-1 Use Regulations, Nonresidential Districts

P: The use is permitted by right

C- The use requires Conditional Use approval, see [§12.05](#)

A blank cell indicates the use is prohibited.

	O-I	C-2	C-3	C-6	M-1	M-2
Slaughterhouse, subject to §7.41					C	C
Storage of sand, gravel, blocks, subject to §7.42					C	P
Warehousing and distribution, Enclosed				C	P	P
Warehousing and distribution, Unenclosed					C	C

Table 5-2 Area and Dimensional Requirements, Nonresidential Districts

Zoning District	Minimum Yard Setback				Min. Lot Area ³	Minimum Lot Width ³	Maximum ISR	Maximum Height of Structures
	Front	Rear	One Side	Total Both Sides				
O-I	25 ft	25 ft	10 ft ¹	20 ft	7,500 sf	50 ft	.85	50 ft
C-2	20 ft	20 ft	10 ft ¹	20 ft ¹	7,500 sf	50 ft	.70	40 ft
C-3	20 ft	20 ft	10 ft ¹	20 ft ¹	7,500 sf	50 ft	.80	40 ft ^{4, 5}
C-6	40 ft	25 ft	10 ft ¹	20 ft ¹	5,000 sf	100 ft	.90	50 ft ^{4, 5}
M-1	²	²	²	n/a	10,000 sf	100 ft	.90	60 ft
M-2	²	²	²	n/a	10,000 sf	100 ft	.90	60 ft

¹ May be reduced to zero (0) feet by Special Exception, see [§14.04](#).

² Equal to height of structure

³ No minimum lot size or width is required for public utility facilities.

⁴ Hotels are permitted a maximum height of 75 ft.

⁵ Additional height may be considered through conditional use request, see [§12.05](#).

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 PERMIT PROJECT
FILE #: 25-001868
4405 HWY 69 NORTHPORT AL 35473
REZONING OF 2 EXISTING BUILDINGS



PERMIT #: R25-000008

Permit Type
Rezoning

Subtype

Rezoning



Work Description:

Rezoning of 2 existing buildings



Applicant

PROSCAPE LLC - AUSTIN MARCUM



Status

Under Review



Valuation

0.00



FEES & PAYMENTS

Plan Check Fees

0.00

Permit Fees

138.56

Total Amount

138.56

Amount Paid

0.00

Balance Due

138.56



Non-Billable



PERMIT DATES

Application Date

08/25/2025

Approval Date

Issue Date:

Expiration Date:

Close Date

Last Inspection

Zoning Information

Are you the owner of this property?

Yes



Current Zoning District

RS-1



Requested Zoning District

C-3



i Acreage

4.01

Number of Adjoining Properties

4

Additional Parcel #s

31 02 03 3 001 012.000 and 31 02 03 3 001 010.000

Submittal Documents

Deed to the Subject Property

[Zel, LLC_Recorded Document_2.pdf](#)



Plat or certified survey of the subject property

[25-148 maser topo.pdf](#)



Names and addresses of all adjoining property owners, including those across a street or railroad right-of-way, as shown in the public records of Tuscaloosa County. Failure to provide complete and up-to-date information could invalidate any change in zoning granted under this application

Upload Document

[Current Zoning.jpg](#)

[A1_PROPOSED SITE PLAN_Marcum_4405 AL-69.pdf](#)

[Michael Fair.jpg](#)



Including a written legal description matching the area to be rezoned (Tax ID# may not be used as a legal description). Applicant must sign a statement certifying that the submitted legal description accurately represents his/her request. **Must be a WORD document with legal description typed out**

Upload Document

[Legal Description.docx](#)



Note

The Planning Commission's decision regarding this request will be based on the entire range of permitted uses in the requested zoning district, and not solely on the applicant's proposed use(s).

Hearings are held on the second Tuesday of every month. Applications must be submitted one month before the commission meeting.

Use Information

Current Owner

ZEL, LLC -



General Location or Address of Subject Property

4405 Hwy 69 N

Current Use

Residential

Prior Action(s) on Subject Property

Describe briefly the proposed use and character of any proposed development

We propose to convert these 2 ext. structures into prof offices (C-3)

If development is proposed on the property, what other approvals from the City are required?

☐

Subdivision

☐

Site Plan

☐

Conditional Use

☐

Variance

Other

I, the applicant, certify that all of the above facts are true and correct to the best of my knowledge. I hereby agree to allow the City of Northport to notifying the general public of this request and to pay all applicable fees associated with this application.

Signature

signature.png



OFFICIAL USE ONLY

Date of Planning Commission Meeting

FEES



FEE	DE	QUANTITY	AMOUNT	TOTAL
Rezoning Fee				100.00
Adjoining Properties Fee				38.56
Plan Check Fees				0.00

Permit Fees	138.56	
Total Fees	138.56	

 PAYMENTS



DATE	TYPE	REFERENCE	NOTE	RECEIPT #	RECEIVED FROM	AMOUNT	
Amount Paid						0.00	
Balance Due						138.56	

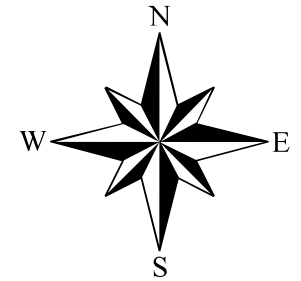
City of Northport Planning Commission

Rezoning Application

Zoning

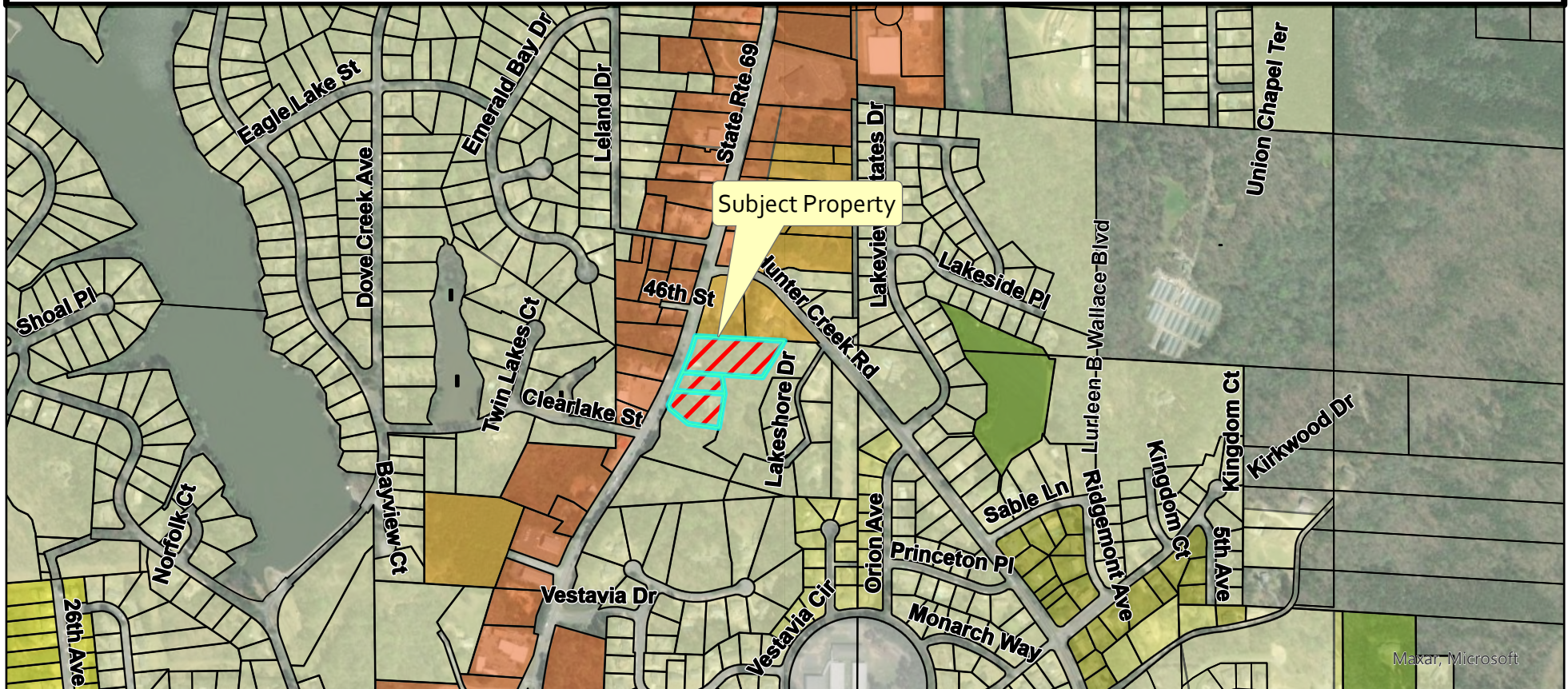
-  Agriculture
-  General Commercial
-  Office and Institutional
-  Residential Multi-Family
-  Special District
-  Residential Single-Family - 1

-  Residential Single-Family - 2
-  Residential Single-Family - 3
-  Parcels
-  Subject Property



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

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Feet



Maxar, Microsoft

City of Northport Planning Commission

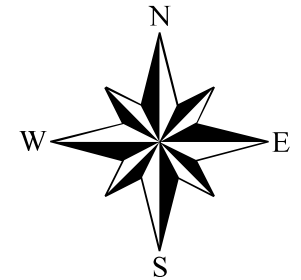
Rezoning Application

Future Land Use

- Conservation
- Conservation Floodway
- General Mixed-Use
- Limited Mixed-Use
- High Density Residential
- High to Medium Density Transition
- Medium Density Residential
- Medium to Low Density Transition

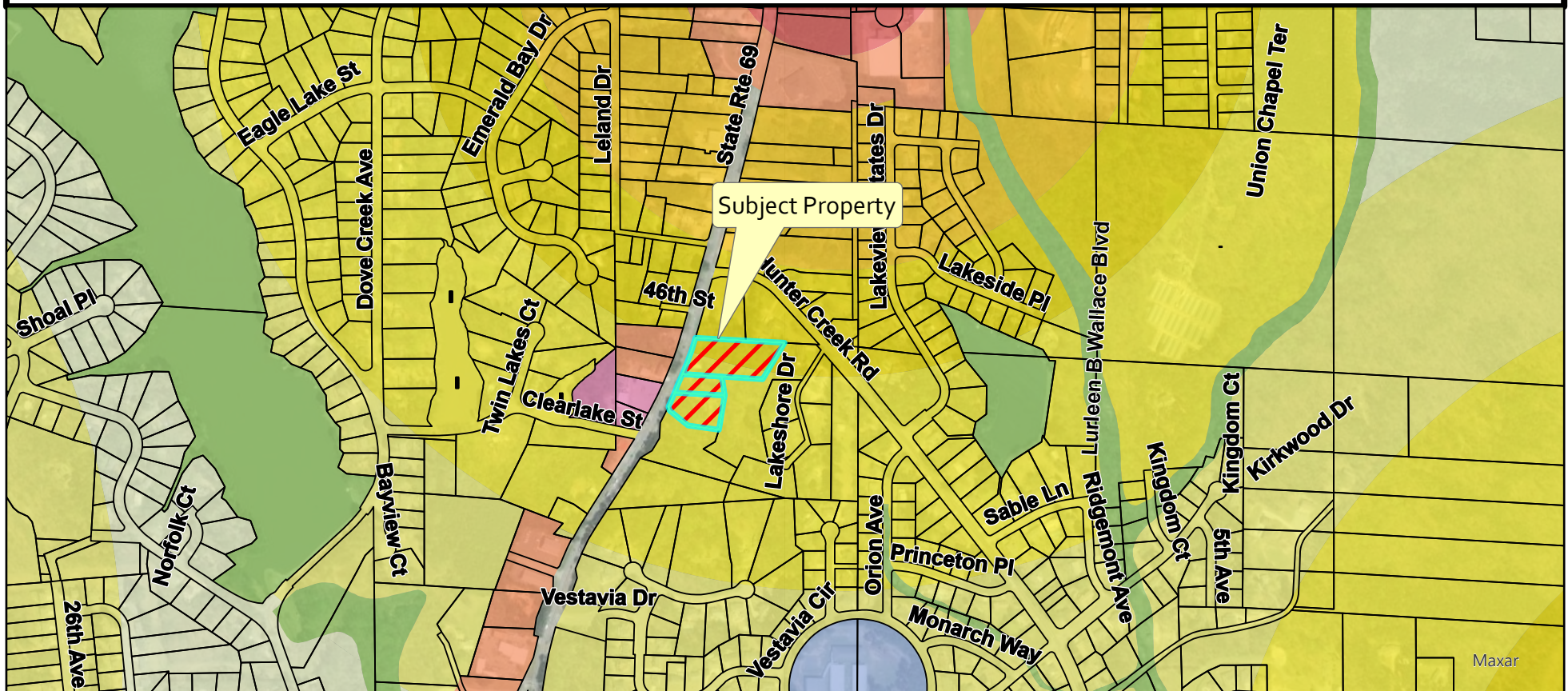
- Low Density Residential
- Office-Trades Mix
- Institutional
- Subject Property

Parcels



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

AGENDA ITEM NO. 9.a.2.

MEETING DATE: November 17, 2025

SUBJECT: First Reading, Ordinance Amending the Zoning Ordinance

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading: X

Second Reading:

Prepared By: Katelyn Lesley

Approved By: Julie Ramm

Summary:

The City of Northport is requesting an amendment to the zoning ordinance. This amendment follows a planned three-month review of the zoning ordinance rewrite adopted on December 16, 2024. These updates serve to correct errors, clean up and clarify minor issues that have been discovered since adoption. The updates are highlighted in the attachment.

Recommendation:

The Planning & Zoning Commission met on Tuesday, October 14, 2025 and gave a favorable recommendation to the City Council to amend the Zoning Ordinance.

Funding Source/GL Code:

GL Code No. Amount: \$

Motion for Consideration:

None needed for first reading.

ORDINANCE NO. _____

**ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF
NORTHPORT, ALABAMA**

WHEREAS, the City of Northport recognizes the need for the establishment of zoning districts and the regulation of height, bulk, size and other aspects of building and other development within those districts; and

WHEREAS, the City of Northport also recognizes that proper standards are necessary for the regulations of the use of land for trade, industry, residence, recreation, agriculture, forestry, conservation, transportation, public utilities, protection against flooding and other natural disasters, and for the preservation of community character and quality of life;

WHEREAS, the City of Northport recognizes that periodic revisions to the Zoning Ordinance are necessary.

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

1. The City of Northport repeals and replaces the Northport Zoning Ordinance, Ordinance No. 2249, with the amended Northport Zoning Ordinance, as set forth in Exhibit "A" attached hereto and incorporated by reference as if fully set out verbatim, and as it is represented by the Official Zoning Map of the City of Northport.
2. This Ordinance shall become effective immediately upon passage and publication.
3. All Ordinances, Resolutions, or parts thereof conflicting in any manner herewith are hereby repealed.

This Ordinance shall become effective immediately upon advertisement or otherwise becoming law.

ADOPTED this the _____ day of _____, 2025.

CITY COUNCIL OF THE
CITY OF NORTHPORT

COUNCIL OF THE CITY OF NORTHPORT

BY: _____
Jamie Dykes, Council President

ATTEST:

Tera Tubbs, Interim City Administrator

APPROVED this the _____ day of _____, 2025.

Dale Phillips, Mayor

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

Tera Tubbs, Interim City Administrator

1st Reading: November 17, 2025

Motion:

2nd Reading: December 1, 2025

Motion By:

Second By:

Publication:

EXHIBIT “A”

2. No accessory use or structure may be established or constructed unless a building permit, evidencing the compliance of such use or structure with all applicable provision of this Ordinance and all other City regulations, has first been issued in accordance with [§12.06 Building Permit, Certificate of Occupancy](#).
3. No accessory structure or use may be constructed or established on any lot prior to substantial completion of the principal structure. This does not apply to agriculture-related structures in the AG District.

B. Size, Lot Coverage and Placement

1. The principal use or structure, together with any accessory use or structure, may not jointly exceed applicable, ISR nor exterior storage limitations.
2. On residential lots, accessory structures may not exceed the height of the principal residential building nor 25 ft in height, whichever is less, except as provided for antennas in [§3.04.04.F](#). If taller than 15 ft, they must be set back one additional foot from side and rear lot lines for each two feet in height above 15 ft.
3. On residential lots, the total floor area of all accessory structures may not exceed 50% of the floor area of the principal structure. This includes open carports, gazebos and greenhouses, but not swimming pools. This does not apply to lots of three acres or larger in the AG District.
4. Accessory structures may not be located within any required front yard or within a required buffer. However, freestanding gazebos, arbors, trellises and similar open structures other than antennae that are no larger than 50 sf in area are permitted in required front yards provided they are set back at least ten feet from the nearest front lot line.
5. Except as provided for open structures in Paragraph 4 above, accessory structures serving residential uses must be set back at least ten feet behind the front building line **and at least 5 feet from any side or rear lot line.**
6. Accessory structures serving nonresidential uses must comply with the yard setbacks required of principal structures in the applicable district.
7. Accessory structures may not be closer than ten feet to a principal structure nor five feet to any other accessory structure. If attached to another structure by means of fully enclosed habitable area, the two structures are considered one.

C. Number of Structures in Rear Yard. Within the rear yard of residential lots, the maximum number of accessory structures, other than swimming pools, is permitted as follows:

- a. Established rear yard of 1,500 sf or less: one accessory structure
- b. Established rear yard of 1,501-4,000 sf: two accessory structures
- c. Established rear yard of 4,001-10,000 sf: three accessory structures
- d. Established rear yard of more than 10,000 sf: four accessory structures.

D. Design

1. Accessory structures must be constructed of materials compatible with those of the principal structure. At least one exterior material used in the design of the accessory structure must be the same type and similar color as that used on the principal structure. Trim material alone does not satisfy this requirement. Open accessory structures are only permitted for pavilions and similar uses.

City of Northport
Planning and Zoning Commission – October 14, 2025
Staff Report

Case: AMD-25-03

Applicant: City of Northport

Location: N/A

Request: Zoning Ordinance Amendment

The City of Northport is requesting an amendment to section 3.04.04.B.5 of the zoning ordinance. The proposed amendment would reinstate the residential accessory structure setbacks that were previously in effect and were left out of the updated ordinance in December. The proposed change is highlighted in the attachment.

Any action on this item will be a recommendation to City Council.



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

AGENDA ITEM NO. 9.a.3.

MEETING DATE: November 17, 2025

SUBJECT: First Reading, Ordinance of Conditional Use approval for a laundromat in a General Commercial (C-3) zone for the property located at 1802 18th Avenue.

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading: X

Second Reading:

Prepared By: Katelyn Lesley

Approved By: Julie Ramm

Summary:

W&M, LLC is requesting to operate a laundromat in a C-3 zoning district. The request was considered by the Planning Commission on October 14, 2025, and a recommendation for approval was made to the City Council with the following conditions: hours of operation of the laundromat shall be limited to 7:00 AM to 10:00 PM, an attendee shall be present at all times during hours of operation, and building materials shall be compatible with surrounding areas.

Recommendation:

That the conditional use request for a laundromat in a C-3 zoning district for a business located at 1802 18th Avenue is hereby approved subject to all requirements of the Northport Zoning Ordinance and conditions detailed in the conditional use ordinance.

Funding Source/GL Code:

GL Code No. NA Amount: \$

Motion for Consideration:

No motion needed for this hearing.



Mayor • Dale Phillips

Council Members

District 1 • Turnley Smith

District 2 • Woodrow Washington, III

District 3 • Jaime Conger

District 4 • Jamie Dykes

District 5 • Danny Higdon

Interim City Administrator • Tera Tubbs

CITY OF NORTHPORT

CERTIFICATION OF RECORD

I, Tera Tubbs, as the Interim City Administrator of the City of Northport, Alabama, do hereby certify that the foregoing is a true copy of:

Ordinance _____ Entitled: Ordinance of Conditional Use approval for a laundromat in a General Commercial (C-3) zone for the property located at 1802 18th 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

ORDINANCE NO. _____

**AN ORDINANCE OF ACTION ON CONDITIONAL USE APPROVAL AS
PROVIDED FOR IN SECTION 1003 OF THE ZONING
ORDINANCE FOR THE CITY OF NORTHPORT, ALABAMA**

WHEREAS, the Northport Planning Commission has held a public hearing in accordance with the regulations set out in Article X of the Northport Zoning Ordinance; and

WHEREAS, the request was considered by the Planning Commission on October 14, 2025, and a recommendation for approval was made to the City Council. In addition to meeting the standards of the Zoning Ordinance, the following conditions for a favorable recommendation were added to allow a laundromat in a General Commercial (C-3) zoning district located at 1802 18th Avenue: The laundromat shall operate between the hours of 7:00 AM to 10:00 PM, an attendee shall be present at all times during hours of operation, and building materials shall be compatible with surrounding areas.

WHEREAS, the City Council of the City of Northport has also held a public hearing and found that the request is consistent with the standards set forth for conditional uses as set out in Article IV and Article V of the Zoning Ordinance and that the request to locate a laundromat in a C-3 zoning district located at 1802 18th Avenue will not have an adverse impact on the general health, safety, and welfare of the community.

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Northport, that the conditional use request for a laundromat in a C-3 zoning district for a business located at 1802 18th Avenue is hereby approved subject to all requirements of the Northport Zoning Ordinance being met and maintained.

ADOPTED this the ____ day of _____, 2025.

CITY COUNCIL OF THE
CITY OF NORTHPORT

BY: _____
Jamie Dykes, Council President

ATTEST:

Tera Tubbs, Interim City Administrator

APPROVED this the _____ day of _____, 2025.

Dr. John Hinton, Mayor

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

Tera Tubbs, Interim City Administrator

1st Reading: November 17, 2025

Motion:

2nd Reading: December 1, 2025

Motion By:

Second By:

Publication:

City of Northport
Planning and Zoning Commission – October 14, 2025
Staff Report

Case: SP-25-5 1802 18th Avenue

Applicant: Herndon, Hicks and Associates

Location: 1802 18th Avenue

Request: Conditional Use

Herndon, Hicks and Associates is requesting conditional use approval for a laundromat in a General Commercial (C-3) zone for the property located at 1802 18th Avenue. The proposed development would feature a single laundromat structure and associated site improvements. The proposed layout is shown in the included site plan.

Conditional uses are those uses that have some special impact which differs from the potential impacts of permitted uses or exceeds them in intensity, or have uniqueness such that their effect on the surrounding environment cannot be determined in advance of the use being proposed in a particular location. Whereas a use permitted by right has already been evaluated to fit within a zoning district, conditional uses must be evaluated on a case-by-case basis for compatibility at their proposed location. Approval is neither automatic nor guaranteed.

The Planning Commission may attach to any recommendation for conditional use approval additional criteria dealing with bufferyards, parking, lighting, building materials, or any other aspect of site plan approval they deem necessary to mitigate the impact of the proposed conditional use on the surrounding property. Some examples of conditions the commission may wish to consider attaching to this recommendation could include:

- **Hours of operation** – The Commission could consider attaching a requirement that this use be limited to normal daytime business hours to minimize adverse impacts to nearby residential property.
- **Building materials** – The Commission could consider adding a requirement that the building be clad in materials compatible with surrounding structures, such as brick or cementitious board.
- **Attendance requirement** – The commission could consider adding a requirement that an employee be present at all times during the operation of the business.

Additional comments from Engineering:

- The existing ROW is only 25'.
- The existing road width is approximately 17 feet. This is very narrow, especially in a commercial zone. It should be considered, however, that this is a one-way street which are typically narrower.

- The existing water line may not be adequate for addition of a hydrant, if required. If a hydrant is needed, a water main extension may be required with this development.

The future land use plan contained within Northport Compass depicts this property as Limited Mixed Use which is described as follows: “This category includes commercial, recreational, institutional, and high density and multifamily residential uses. These areas will tend to include a higher percentage of office, service, and other non-retail business activity, compared to the “Commercial Mix” and “General Mixed-Use” categories. This range of uses serves as a transition between neighborhoods and the core of commercial, mixed-use, and industrial nodes. Use flexibility is also intended to optimize reinvestment opportunities in already developed areas. The proposed development and requested zoning do not conflict with the comprehensive plan.

The site currently consists of a vacant lot zoned General Commercial (C-3) . The site is surrounded by a single-family residence to the north zoned General Commercial (C-3); by a gas station to the west and south zoned General Commercial (C-3); and by a single-family residence to the east zoned Residential Single-Family (RS-4).

Any action on this item will be a recommendation to City Council.

.



City of Northport
Conditional Use Permit Application

Date of Plng Comm Mtg: ____ / ____ / ____

Deadline: ____ / ____ / ____

Application Submitted: ____ / ____ / ____

Location of Property: 1802 18th AveName of Applicant: Vanessa WellsPhone: 205-612-5485Address: 5314 Indian Springs Ave Northport, AL 35473Email: vanessawells205@comcast.netName of Owner: W & M LLCPhone: 205-612-5485Address: 5314 Indian Springs Ave Northport, AL 35473Email: vanessawells205@comcast.net

Describe the Proposed Use:

LaundromatCurrent Zoning: C3 Total Acreage: 0.4 Current Use of Property: Vacant**Review the Northport Zoning Ordinance, specifically Section 1003 (found at www.cityofnorthport.org).**

Conditional uses are those uses that have some special impact which differs from the potential impacts of permitted uses or exceeds them in intensity, or have uniqueness such that their effect on the surrounding environment cannot be determined in advance of the use being proposed in a particular location.

Upon submission of a request for conditional use approval, a review of the location, design, configuration, and impact shall be conducted to determine whether the proposed use would have a detrimental impact on neighboring properties.

The Planning Commission shall render to the City Council its recommendation to grant the application for a conditional use permit, grant it subject to conditions, or deny it. Following a public hearing at the City Council upon an Ordinance for Conditional Use Approval, the City Council shall either approve, or disapprove, the application and shall establish the specific conditions under which the application is approved.

Check the following:

_____ A copy of the deed of the subject property must accompany this application. If the applicant is not the property owner, a designation of agent form must be included for applicant and/or appropriate representative

_____ Designation of Agent form (if applicable)

_____ Sixteen (16) copies of the site plan and supporting documentation must accompany submission (discuss with staff appropriate sheet sizes)

_____ Three (3) copies of mailing labels for each adjoining property owner, applicant, and owner (and Word file)

_____ Fees: Conditional Use Application fee is \$75, plus certified mailing and advertising fees

I have read the above statements and warrant in good faith that I understand and will comply, and that the information submitted is true and correct.

Applicant Signature: _____

Date: 4, 15, 25

Please contact the Planning Department at 205-339-7000 with any questions.

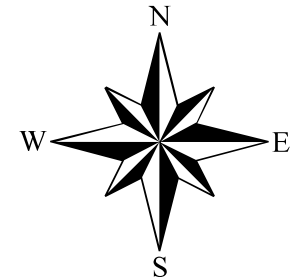
City of Northport Planning Commission

Conditional Use

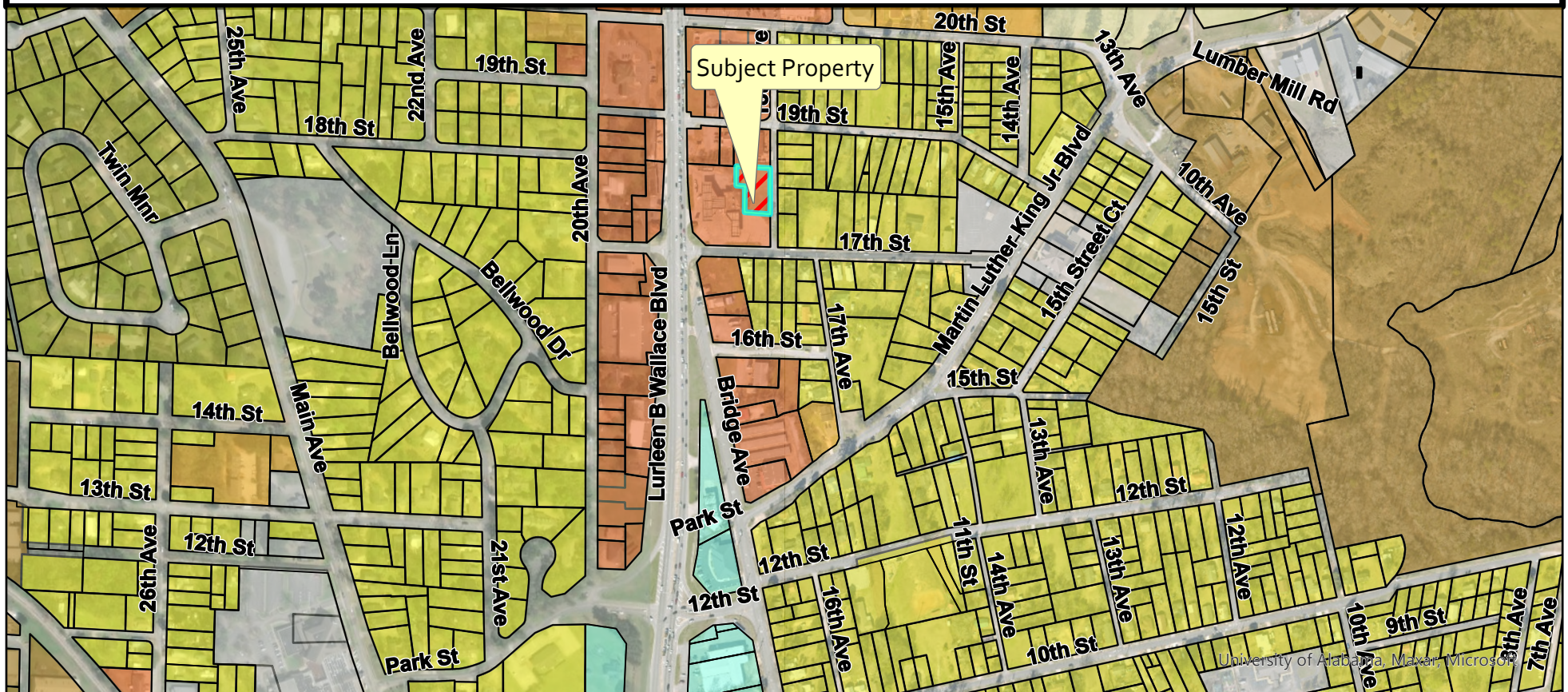
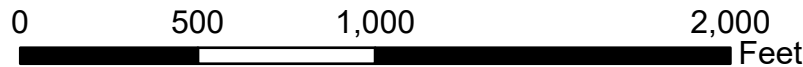
Zoning

- Neighborhood Commercial
- General Commercial
- Light Industrial
- Office and Institutional
- Residential Multi-Family
- Special District

- Residential Single-Family - 1
- Residential Single-Family - 3
- Residential Single-Family - 4
- Suburban Mixed-Use
- Parcels
- Subject Property



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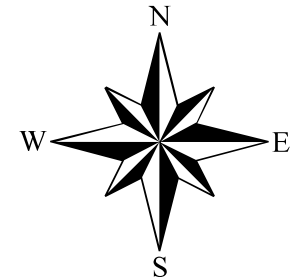
City of Northport Planning Commission

Conditional Use

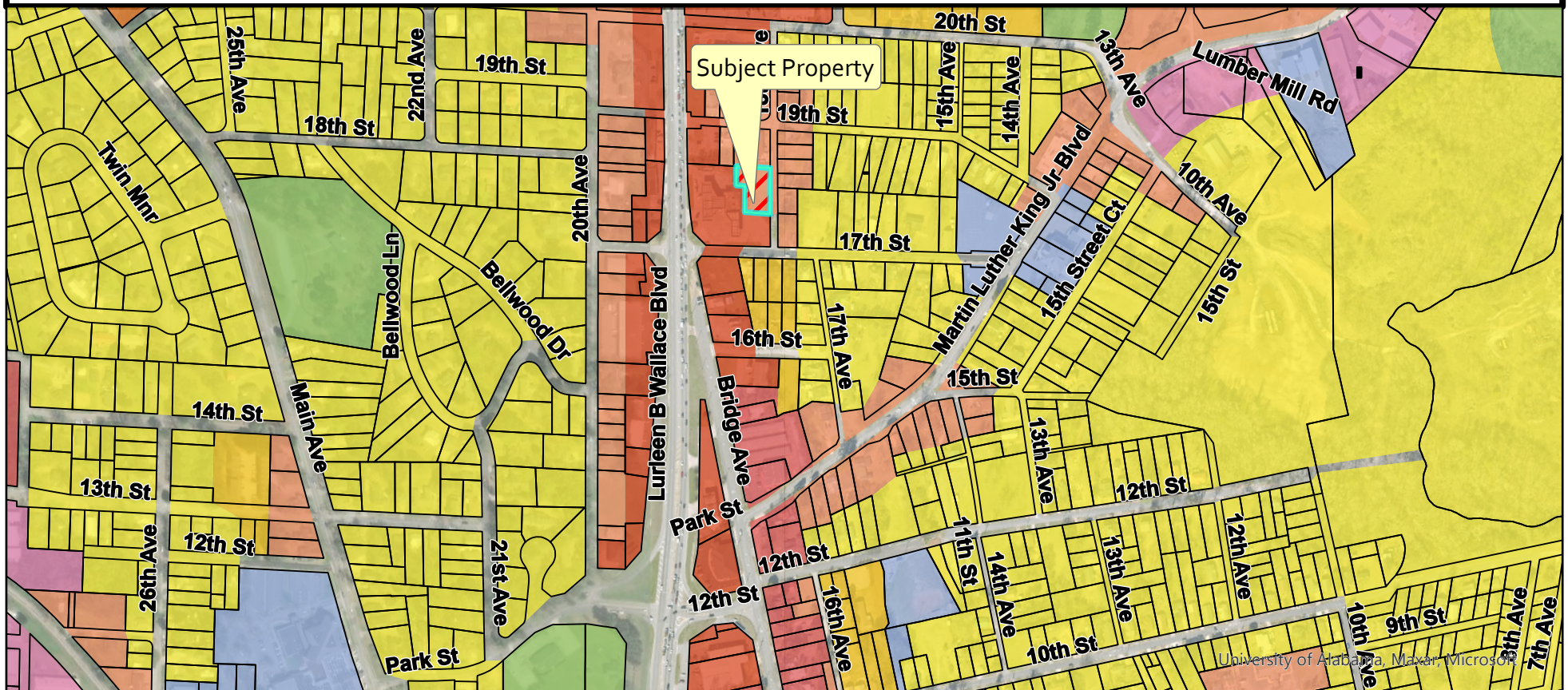
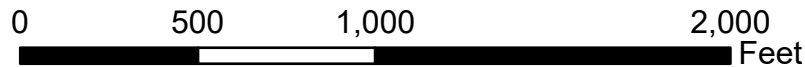
Future Land Use

- Conservation
- Commercial Mix
- General Mixed-Use
- Limited Mixed-Use
- Multifamily Residential
- High Density Residential

- Medium Density Residential
- Office-Trades Mix
- Institutional
- Parcels
- Subject Property



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University of Alabama, Maxar, Microsoft



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

AGENDA ITEM NO. 9.b.1.

MEETING DATE: November 17, 2025

SUBJECT: Resolution Authorizing Water Service Outside the City Limits for Property Located at 4511 Oak Hill Drive

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Allison Martin

Approved By: Ron Davis

Summary:

Mr. Clay Smith has property located at 4511 Oak Hill Drive, that cannot presently be annexed into the city because the property is not contiguous. The address is outside of the city limits and inside of the planning jurisdiction. He is requesting city water service. The Municipal Code allows this with the majority consent of the city council. 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 Mr. Clay Smith at 4511 Oak Hill Drive, pursuant to the conditions in the resolution.

RESOLUTION NO. 25-

**RESOLUTION AUTHORIZING WATER SERVICE OUTSIDE OF THE CITY LIMITS
FOR PROPERTY LOCATED AT 4511 OAK HILL DRIVE**

WHEREAS, Mr. Clay Smith, has property located at 4511 Oak Hill Drive, and has requested that he be allowed to obtain water from the City of Northport for this property; and

WHEREAS, Mr. Smith, 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 4511 Oak Hill Drive, by majority vote of the City Council.
- 2) All costs of this connection shall be paid by the applicant and not by the City of Northport.
- 3) The applicant agrees that if at any time this property becomes contiguous to the city limits, that the property will be annexed in the City of Northport. If the applicant or future owner of this property refuses to annex into the city, then the City reserves the right to terminate water services to this property at that time.

RESOLVED AND DONE THIS _____ DAY OF _____ 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

_____, Its President

ATTEST:

Tera Tubbs, Interim City Administrator

Reading: _____, 2025

Motion: _____

Second: _____



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

AGENDA ITEM NO. 9.b.2.

MEETING DATE: November 17, 2025

SUBJECT: Resolution authorizing the Mayor to execute an amendment to the Metro Animal Shelter Operating Agreement

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Kim Braughton

Approved By: Ron Davis

Summary:

This resolution authorizes the Mayor to execute an amendment to the Tuscaloosa Metro Animal Shelter Operating Agreement between the City of Northport, City of Tuscaloosa, Tuscaloosa County, and Metro Animal Shelter, Inc. The amendment is to increase the authority of the Advisory Committee to bind the parties to purchases, improvements or repairs to not exceed \$80,000.00 per annum without the approval of the governing bodies.

Recommendation:

Adopt the attached resolution.

Funding Source/GL Code:

GL Code No. Agency Funding

Amount: an additional amount not to exceed \$11,200.00

Motion for Consideration:

I move to adopt the resolution authorizing the Mayor to execute the amendment to the Tuscaloosa Metro Animal Shelter Operating Agreement.

RESOLUTION NO. 25 -

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO
THE OPERATING AGREEMENT WITH METRO ANIMAL SHELTER
(KO-25-0069)**

WHEREAS, in the past, the City of Northport, City of Tuscaloosa, and Tuscaloosa County entered a contract for an operation agreement for the Tuscaloosa Metro Animal Shelter located at 3140 35th Street, Tuscaloosa, Alabama; and

WHEREAS, the parties now desire to amend that contract to increase the authority of the Advisory Committee to bind the parties to purchases, improvements or repairs to not exceed \$80,000.00 per annum without the approval of the governing bodies.

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

1. That the Mayor be, and is hereby authorized to execute a Contract Amendment to the Tuscaloosa Metro Animal Shelter Operating Agreement to increase the authority of the Advisory Committee to bind the parties to purchases, improvements or repairs to not exceed \$80,000.00 per annum without the approval of the governing bodies; and the City Administrator/Clerk is authorized to attest the same.

RESOLVED AND DONE THIS 17th DAY OF NOVEMBER, 2025.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

Jamie Dykes, Its President

ATTESTED:

Tera Tubbs, Interim City Administrator

Reading: November 17, 2025

Motion By:

Second By:

EXHIBIT “A”

STATE OF ALABAMA)
TUSCALOOSA COUNTY)
CITY OF TUSCALOOSA)

**AMENDMENT TO THE TUSCALOOSA METRO ANIMAL
SHELTER OPERATING AGREEMENT
(OCA-25-0814)**

THIS AMENDMENT to that certain agreement made and entered into by and between the parties on the 15th day of October, 1999, is made and entered into by and between CITY OF TUSCALOOSA, a Municipal Corporation, hereinafter "City" and the CITY OF NORTHPORT a Municipal Corporation, hereinafter "Northport" and TUSCALOOSA COUNTY hereinafter "County" on this the _____ day of October, 2025, as follows:

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

WHEREAS, the parties entered into a Contract on the 15th day of October, 1999 which remains in full force and effect for an operation agreement for the Tuscaloosa Metro Animal Shelter located at 3140 35th Street, Tuscaloosa, Alabama.

WHEREAS, the parties now desire to amend that contract to increase the authority of the Advisory Committee to bind the parties to purchases, improvements or repairs to not exceed \$80,000.00 per annum without the approval of the governing bodies.

NOW, THEREFORE, the parties enter into this amendment to the contract for and in consideration of the mutual benefits moving each to the other as more particularly set forth herein as follows:

SECTION ONE. That paragraph 5, "Metro Animal Shelter Advisory Committee" is hereby amended in its entirety to read as follows:

- "5. Metro Animal Shelter Advisory Committee: The parties hereto hereby establish the Tuscaloosa Metro Animal Shelter Advisory Committee, hereinafter "Advisory Committee," which shall be comprised of one (1) councilor appointed by the City of Tuscaloosa, one (1) commissioner appointed by Tuscaloosa County, one (1) councilor appointed by the City of Northport, one (1) attorney appointed by the advisory committee, one (1) resident of Tuscaloosa County appointed by the advisory committee and two (2) members of the Tuscaloosa County Veterinary Medical Association appointed by the advisory committee. The members of the Committee shall be appointed to a four (4) year term. A member may be removed by a majority vote of a quorum of the advisory committee for failure to attend three quarterly meetings in

a twelve month period. The Committee shall administer the animal shelter service contract and insure contract compliance. The Committee shall advise and consult with the independent contractor awarded the bid to operate the Animal Shelter, concerning operating and maintaining the Tuscaloosa Metro Animal Shelter. Each party's representative(s) on the Advisory Committee shall be responsible for keeping their respective party informed of the decisions of the Committee. The Advisory Committee shall meet quarterly or more often if necessary. The Advisory Committee shall elect a Chairman who shall receive all notices and inquiries from the Animal Shelter Contractor. The Animal Shelter Advisory Committee shall review the rules and regulations of the Animal Shelter and implement changes as needed. The decisions of the Committee concerning the operation and maintenance of the Tuscaloosa Metro Animal Shelter pursuant to this contract shall be binding upon the parties. The Advisory Committee shall not have the authority to bind the parties to purchases, improvements or repairs which exceed \$80,000.00 per annum without the approval of the governing bodies. The Committee shall follow the applicable bid laws and the parties agree that the City of Tuscaloosa shall act as the purchasing agent and/or contracting party on behalf of the Advisory Committee. The City reserves all statutory authority pursuant to its police power and does not waive or relinquish this power or authority by entering into this agreement and agreeing to act as the purchasing agent and/or contracting party."

SECTION TWO. Miscellaneous Clauses

A. 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;

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

C. 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.

D. 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.

E. 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.

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

G. 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.

H. 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.

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

J. **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.

K. **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.

L. **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.

SECTION THREE. That the parties agree that the effective date of this amendment is October 1, 2025 even though the parties may execute this amendment on different dates.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same on the date first above written.

**TUSCALOOSA COUNTY, A Political
Subdivision in the State of Alabama,
as party of the second part,**

**BY: _____
Rob Robertson,
Chairman Tuscaloosa County Commission**

ATTEST:

County Administrator

**CITY OF NORTHPORT, A Municipal
Corporation, as party of the second part,**

**BY: _____
Dale Phillips, Mayor**

ATTEST:

City Administrator

**CITY OF TUSCALOOSA, A Municipal
Corporation, as party of the second part,**

**BY: _____
Walt Maddox, Mayor**

ATTEST:

City Clerk



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

AGENDA ITEM NO. 9.b.3.

MEETING DATE: November 17, 2025

**SUBJECT: Resolution Authorizing the City Administrator to Execute a Service Agreement
Between the City of Northport and Carrier Corporation**

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: C.C. Thompson

Approved By: Brooke Starnes

Summary:

Carrier Corporation offers a one-year term Commercial Service HVAC Maintenance Plan for \$6,975.52 that includes three (3) operational inspections per year, along with one (1) coil cleaning and one (1) preventative maintenance service to the air-cooled chiller on-site. Payments will be made throughout the year as services are performed.

Having routine scheduled maintenance performed on the Public Safety Compound's HVAC system by the manufacturer's trained professionals will help prolong equipment life, maximize energy savings, and lower operating costs. We have been pleased with the work Carrier has provided as part of their service plans in the past.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No.01-33-000-50361 Amount: \$6,975.52

Motion for Consideration:

I move that the City Council authorize the City Administrator to execute the Commercial Service HVAC Maintenance Plan Agreement with Carrier Corporation for the Police Department and approve this expense in the amount of \$6,975.52 to Carrier Corporation.

RESOLUTION NO. 25-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A
SERVICE AGREEMENT BETWEEN THE CITY OF NORTHPORT AND CARRIER
CORPORATION**

WHEREAS, the current service agreement for maintenance of the Public Safety Compound's HVAC system with Carrier Corporation is expiring; and,

WHEREAS, routine maintenance on the mechanical HVAC system by the manufacturer's trained professionals helps achieve prolonged equipment life, maximum energy savings, and lower operating costs; and

WHEREAS, the funding for this agreement was accounted for in the approved Fiscal Year 2026 Budget under Public Safety Compound Maintenance;

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

1. To authorize the City Administrator to execute an agreement between the City and Carrier Corporation for mechanical maintenance of the Public Safety Compound's HVAC system.
2. That the City Administrator and/or her designee are hereby authorized to issue and approve requisitions associated with the Carrier Commercial Service HVAC Maintenance Plan not to exceed a total of \$6,975.52.

RESOLVED AND DONE THIS 17th DAY OF NOVEMBER 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

xxxxx, Its President

Tera Tubbs, Interim City Administrator

Reading: _____, 2025

Motion: _____

Second: _____



Carrier® Commercial Service
HVAC Maintenance Plan
Core



Prepared For:
CITY OF NORTHPORT
For Service At:
CITY OF NORTHPORT
3721 26th Ave,
Northport, AL 35473-2952
October 13, 2025



Over 100 years of innovation
carrier.com/service

Quote #00951763
CITY OF NORTHPORT



Carrier® Commercial Service

Proposed Maintenance Plan

Mr. Hamner,

Thank you for considering Carrier for your mechanical HVAC service. As a leading expert in the industry, we have carefully considered your unique needs in putting together this proposal. The specific details of this plan will be outlined in the following pages of this packet, but here is a summary for your convenience.

Service Plan Level: Carrier Core	
Agreement Term: January 01,2025 through December 31,2025	
Location Address: 3721 26th Ave, Northport, AL 35473-2952	
Equipment Summary:	
Type	Quantity
Air-Cooled Chiller	1

Impact

Research has shown regular maintenance can:

REDUCE
BREAKDOWNS BY
70–75%

REDUCE
DOWNTIME BY
35–40%

LOWER REPAIRS &
MAINTENANCE BY
5–20%

Source FEMP O&M Guide – July 2004

Benefits

Safeguarding your equipment by choosing Carrier brings the security of having forged a true partnership with the HVAC industry's foremost servicing and technology leader. We have access to the most advanced technical service tools and engineering resources. By partnering with us we are confident you can experience many benefits such as:

- *Prolonged equipment life*
- *Maximum energy savings*
- *Increased comfort*
- *Lower operating costs*

If you require any additional information about the scope of work and details contained in this proposal, please do not hesitate to contact me. Again, Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Stuart Rast



CITY OF NORTHPORT – MAINTENANCE PLAN
Quote #00951763

Your Carrier® Team

We are pleased to provide you with a first-class team dedicated to meeting your scheduled and unscheduled service needs. Here is an introduction to the Carrier® team that will be serving you.

Name	Title	Email
Stuart Rast	Commercial Service Account Manager	john.s.rast@carrier.com
Kristal Ranson	Operations Supervisor	kristal.ranson@carrier.com

Our Commitment to You

Carrier Commercial Service commits to providing you the best service in the industry. Here are just a few of the ways we strive to earn the title of expert.

24/7 Support – We know your equipment has no predictable timetable. That is why we have teams of experts standing by to assist you at any hour of the day or night.

Certified Technicians – Our technicians are certified as Carrier Specialists or Masters – through our progressive Tech360 Certification Program – and thoroughly tested to our exacting standards.

Systems Expertise – At Carrier, we don't just change filters – we provide a complete spectrum of services to meet your diverse HVAC needs. Scheduled maintenance, emergency repairs, remote diagnostics and analytics, equipment replacement and modernization are just a few of the services we can provide. As the servicing entity of Carrier, we have access to the latest engineering advancements and the most advanced technical servicing tools.

Standard Work Procedures – Our Achieving Competitive Excellence (ACE) operating system brings you standardized solutions, no guesswork, and no variables. We focus on quality, efficiency and consistency at your jobsite and in all our day-to-day business practices

Environmental Health and Safety (EH&S) – We support a multi-faceted EH&S management system which ensures a focused approach to safety every day. On all levels, we adhere to the most stringent safety standards, which translates to safety on your job site.



24/7 SUPPORT & SERVICE
1-800-379-6484
 WWW.CARRIER.COM/COMMERCIAL



Equipment Summary

The following equipment is covered in the Carrier Core HVAC maintenance plan.

DESCRIPTION	MFR.	MODEL	SERIAL NUMBER
Carrier Air-Cooled Chiller 30RB	Carrier	30RBX08065-L---3	1515Q82180

General Services Included

Operating Inspection

An Operating Inspection shall include specific tasks and recommended frequencies for each equipment type. Each inspection will be used to ensure a consistent and thorough review of the covered equipment. Parts, oil, lubricants and materials (refrigerant is a separate item herein) are included as required items to perform the Operating Inspection tasks/actions as indicated in the Service Agreement.

Annual Preventive Maintenance (PM)

Annual Preventive Maintenance is defined as pre-scheduled recurring preventive maintenance actions, which is to be performed once a year or as recommended by the equipment manufacturer. This annual maintenance is designed to maintain the machine at factory standards and prepare the equipment for effective, reliable and efficient operation. Items such as gaskets, filters, o-rings, oil, lubricants and materials (refrigerant is a separate item herein) are included on an as required basis to perform the Annual Preventive Maintenance tasks/actions indicated in the Service Agreement.

Coil Cleaning

If applicable, the coils indicated on the Service Agreement herein are to be cleaned at the interval(s) indicated. Coil cleaning consists of cleaning the air-side surface of the coil to remove any airborne particles and dirt build-up using either brush cleaning, high-pressure air, chemicals with low-pressure wash or high-pressure chemical spray at Carrier's discretion based on coil accessibility or if specified under separate cover.

Detailed Description of Work

In this section, detailed action items for each piece of equipment are presented. All work is done according to manufacturers' recommendations and with the utmost attention to detail.

30RBX08065-L---3

Quantity	1
S/N	1515Q82180
Description	Carrier Air-Cooled Chiller 30RB



	Frequency of services
	<u>Yr1</u>
Operating Inspection	3
Annual PM	1
Condenser Coil Cleaning <100T	1

Operating Inspection

- Review alarm history (if applicable)
- Take log readings and evaluate
- Check for correct water flow
- Check operation of each compressor
- Perform controls test (if applicable)
- Visual oil/refrigerant leak check (if applicable)
- Confirm temperature sensor accuracy
- Check Crankcase heaters (if applicable)
- Complete service report for customer
- Check general machine operation
- Check gauges and indicator lights
- Check compressor check valve (if applicable)
- Check operation of each Condenser Fans
- Check for abnormal noise and vibration
- Confirm proper oil level (if applicable)
- Confirm pressure transducer accuracy
- Clean work area

Detailed Description of Work

Annual PM

- Review and evaluate log readings
- Check oil pressure switches (if applicable)
- Check Expansion valve (if applicable)
- Check pressure transducers. Confirm accuracy of sensors (as required)
- Check condition of condenser fans/motors/running current
- Change refrigerant filter driers (if applicable)
- Electronic refrigerant leak check
- Check for corrosion of machines
- Complete service report for customer
- Check gauges and indicator lights (if applicable)
- Check flow switches/devices (if applicable)
- Check electrical components, contactors, and tighten connections
- Inspect and clean Condenser Fan VFD (if applicable)
- Run Equipment and Check Operation (if applicable)
- Inspect relief valves
- Removal of surface debris from condenser coils
- Clean work area

Condenser Coil

- Per Carrier Factory Recommendations



Carrier® Service Agreement

Brad Hamner
CITY OF NORTHPORT
3721 26th Ave
Northport, AL 35473-2952

Quote #: 00951763
Submitted By: Stuart Rast
Date: 10/16/2025

Service Plan

Carrier Core as defined in General Services section.

Agreement Term

This Agreement shall become effective upon **01/01/2025** and shall continue for a **One (1) year** term. The Agreement shall automatically renew at each contract anniversary (see Agreement Renewal). Either party may terminate this agreement as outlined in the Terms and Conditions.

Agreement Price

Total agreement price is for One (1) year(s), payable on quarterly schedule.

Agreement price per quarter: **\$1,743.88**

Agreement price in year one: **\$6,975.52**

Total agreement price: **\$ 6,975.52**

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc.

Acceptance and Approval

This contract will become binding upon signature by Customer and signature by a Carrier representative. The undersigned acknowledges and agrees by its signature that the Scope of Service, and any amendment or addenda prepared by Carrier with respect thereto, constitutes the entire Agreement.

Customer Acceptance (typed/printed name)

Carrier Acceptance (typed/printed name)

Title

Title

Customer Acceptance (signature)

Carrier Acceptance (signature)

Date

Date

Quote #00951763
CITY OF NORTHPORT - MAINTENANCE PLAN

CARRIER CORPORATION TERMS AND CONDITIONS OF SALE EQUIPMENT AND/OR SERVICE

1. PAYMENT AND TAXES - Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, Customer shall pay Carrier any taxes or government charges arising from this Agreement. If Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents. All past due invoices will accrue interest at the lesser of 1% per month or the maximum amount allowable by law.

2. EXTRAS - Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization, paid for as an extra at Carrier's prevailing labor rates and equipment/parts charges, and subject to the terms of this Agreement.

3. RETURNS - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

4. SHIPMENT - All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

5. PARTIAL SHIPMENT - Carrier shall have the right to ship any portion of the equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment.

6. DELAYS - Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events") which directly or indirectly affect manufacturing, shipping or delivery. Carrier shall remain excused from performance to the extent which, in its reasonable discretion, any such Force Majeure Event(s) continue to negatively impact Carrier's performance, whether or not the Force Majeure Event itself has ended. Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

7. WARRANTY - Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. THIS

WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. WORKING HOURS - All services performed under this Agreement, including but not limited to, major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

9. CUSTOMER RESPONSIBILITIES (Service Contracts only) - Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.
- Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

10. EXCLUSIONS - Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

11. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) - Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term

damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

12. PROPRIETARY RIGHTS - Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

13. DATA RIGHTS - Customer hereby grants and agrees to grant to Carrier a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Carrier's performance of services pursuant to this Agreement, (ii) the improvement of Carrier services, and Carrier's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Carrier agreements.

Source Data – shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Carrier database, data lake, or third party cloud service).

Analytics Platform – shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Carrier, affiliates or suppliers of Carrier, and/or Customer.

14. RETURN OF DATA - Customer understands and acknowledges that the portable devices will collect Source Data that will be stored on and/or transmitted to Carrier's servers and to suppliers or affiliates that are contracted by Carrier and used to transmit, process, extract or store such Source Data for purposes of Carrier's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Carrier's servers, Customer agrees that such data and information shall become part of Carrier's database and therefore subject to the license terms under section 13.

15. DATA DELIVERY - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Carrier, and (iii) avoid intentional action to disable, turn off, or remove the hardware without Carrier's express written consent, which consent shall not be unreasonably withheld.

16. REVERSE ENGINEERING - Customer shall not extract, decompile or reverse engineer any software included with, incorporated in, or otherwise associated with the hardware and shall not reverse engineer any reports or analytics provided to or received by Customer from Carrier.

17. WAIVER OF DAMAGES - Under no circumstances shall Carrier be liable for any indirect, incidental, special or consequential damages, including loss of revenue or profit, loss of use of equipment or facilities, loss of data, or economic damages howsoever arising.

18. LIMITATION OF LIABILITY - Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the payments received by Carrier under this Agreement.

19. CANCELLATION - Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

20. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE - Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within thirty (30) days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

21. CARRIER TERMINATION - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

22. CLAIMS - Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose. In the event of any dispute arising out of or related in any way to this Agreement, Carrier shall be entitled to recover all costs and expenses incurred in enforcing its rights hereunder, whether based in contract, tort or otherwise, including but not limited to all costs and attorney's fees incurred in any such dispute.

23. GOVERNMENT PROCUREMENTS - The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

24. HAZARDOUS MATERIALS - Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

25. WASTE DISPOSAL - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

26. SUPERSEDURE, ASSIGNMENT and MODIFICATION - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties. Orders shall be binding upon Carrier when accepted in writing by an authorized representative of Carrier. CARRIER'S ACCEPTANCE OF CUSTOMER'S ORDER IS CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THIS "AGREEMENT") AND CUSTOMER'S AGREEMENT TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT. THIS AGREEMENT AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN CARRIER AND CUSTOMER, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON CARRIER UNLESS SIGNED BY AN OFFICER OR AUTHORIZED EMPLOYEE OF CARRIER. THE FAILURE OF CARRIER TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER SHALL NOT BE CONSTRUED AS A WAIVER BY CARRIER OF THE TERMS IN THIS AGREEMENT OR AN ACCEPTANCE OF ANY OF

Terms and Conditions of Sale – Equipment and/or Service 6.19.23

CUSTOMER'S PROVISIONS. ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY CUSTOMER IN A PURCHASE ORDER OR OTHER DOCUMENT SHALL NOT BE BINDING UPON CARRIER, AND CARRIER HEREBY EXPRESSLY OBJECTS THERETO.

27. CUSTOMER CONSENT - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

28. FOR WORK BEING PERFORMED IN CALIFORNIA - Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

29. INTELLECTUAL PROPERTY - Notwithstanding anything to the contrary stated herein, Carrier retains ownership of its intellectual property and no license to Carrier's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

30. DATA PRIVACY - Carrier processes personal data in accordance with its privacy notice at Carrier.com or via the following link: <https://www.carrier.com/carrier/en/worldwide/legal/privacy-notice>. Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement, including the California Consumer Privacy Act and the European General Data Protection Regulation, and take all reasonable commercial and legal steps to protect personal data. If Customer provides Carrier with personal data, Customer will ensure that it has the legal right to do so, including notifying the individuals whose personal data it provides to Carrier. If a party collects or processes personal data from California residents under this Agreement, such party is a "Service Provider" under the CCPA, and will not sell or exchange such personal data for anything of value.

31. FACTORY ACCEPTANCE TESTS AND INSPECTIONS - The nature and extent of factory acceptance tests or factory inspections, including without limitation, the number and identity of participants, locations visited, and activities undertaken, shall be limited to activities directly related to the performance of this Agreement. The tests or inspections will be subject to mutual agreement of the parties, Carrier policy and internal pre-approval requirements, and strictly comply with Customer's policies as well as all applicable laws and regulations including, without limitation, all applicable laws and regulations prohibiting corruption.

32. CHANGE ORDER / ADDITIONAL WORK / PRICE ADJUSTMENTS - Carrier will not perform additional work until such time as Carrier receives a change order, duly executed by each party, setting forth the scope and an agreed upon price for the additional work, as well as any appropriate adjustments to the delivery schedule. Additional work and/or materials supplied under any change order shall be subject to the terms of this Agreement. The price of services performed under this Agreement is subject to change due to increases in material

costs related to tariffs, import duties, trade policy, epidemics, commodity or material costs, fuel surcharges, supplier costs, labor costs, or related impacts or market conditions. Such change shall come into effect on thirty (30) days' prior written notice from Carrier to Customer. The price of equipment supplied under this Agreement is subject to increase in accordance with the Producer Price Index (PPI) published by the U.S. Department of Labor Bureau of Labor Statistics (BLS) for commodity: PCU33341-33341 HVAC and Commercial Refrigeration Equipment. Price escalation will be calculated as (i) total Agreement price multiplied by (ii) the PPI on date of equipment delivery to end customer, divided by (iii) PPI on date of execution of the Agreement. Total Agreement price is not subject to decrease.

33. OCCUPATIONAL SAFETY AND HEALTH (Service Contracts Only) - Carrier and Customer agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act ("OSHA") relating in any way to the performance of work under this Agreement, the project or the job site.

34. ANTI-DISCRIMINATION POLICY - The Carrier Fostering a Respectful and Safe Work Environment policy is incorporated into these terms via this link: https://www.carrier.com/commercial/en/us/media/carrier-anti-discrimination-harassment-policy-02192021_tcm199-109848.pdf.

35. EQUIPMENT RENTALS - If all or a portion of this Agreement is for equipment rental, the Carrier Rental Systems Master Terms and Conditions - Rental, available at <https://www.carrier.com/rentals/en/us/rental-equipment/rental-forms/>, shall apply to the rental equipment.

36. STATE CONTRACTOR LICENSE NUMBERS - A list of Carrier's state contractor license, certificate, and registration numbers, which list is incorporated herein, is available via this link: <https://www.carrier.com/commercial/en/us/service/contractor-licenses>.

37. ADDITIONAL TERMS AND CONDITIONS - CANNABIS INDUSTRY - If Customer is involved in the cannabis industry in the US as a manufacturer, distributor, or otherwise, the additional terms and conditions available at <https://www.carrier.com/commercial/en/us/legal/additional-terms>, which are incorporated herein, shall apply.

38. ADDITIONAL TERMS AND CONDITIONS - ABOUND - If this Agreement includes a subscription to the ABOUND platform, then the additional terms and conditions of the ABOUND Master SaaS Subscription Agreement available at <https://abound.carrier.com/en/worldwide/saas-agreement> which are incorporated herein, shall apply.

39. ADDITIONAL TERMS AND CONDITIONS - I-VU CLOUD - If this Agreement includes a subscription to the i-Vu Cloud platform, then the additional terms and conditions of the i-Vu Master SaaS Subscription Agreement available at https://www.sharedocs.com/hvac/docs/1000/Public/06/i-Vu_Master_SaaS_Agreement_Direct_09232022.pdf which are incorporated herein, shall apply..



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

AGENDA ITEM NO. 9.b.4.

MEETING DATE: November 17, 2025

SUBJECT: Resolution Declaring Lockers as Surplus and Donating Lockers to Baseball Country

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: C.C. Thompson

Approved By: Brooke Starnes

Summary:

The City of Northport Public Works Department would like to donate 17 sets of Tennsco 3-wide, double-tiered metal lockers that have been removed from the old employee locker room and are no longer needed. Baseball Country, a non-profit organization of Compete 4 Him Ministries, Inc., would like to use them so that the children participating in their hunting ministry, Creator's Outpost, have a place to store their personal belongings.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. n/a Amount: n/a

Motion for Consideration:

I move that the City Council adopt the resolution declaring lockers as surplus and donating them to the non-profit organization Baseball Country.

RESOLUTION NO. 25-

**RESOLUTION DECLARING LOCKERS AS SURPLUS AND DONATING LOCKERS
TO BASEBALL COUNTRY**

WHEREAS, Baseball Country, a non-profit organization of Compete 4 Him Ministries, Inc., is in need of metal lockers for equipment storage; and,

WHEREAS, the City of Northport would like to surplus and donate 17 sets of Tennsco 3-wide, double-tiered metal lockers;

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

1. The City Council hereby declares the 17 sets of Tennsco 3-wide, double-tiered metal lockers surplus and authorizes the donation of said lockers to the non-profit organization, Baseball Country, located in Ralph, Alabama.
2. The City Administrator and/or her designee are hereby authorized to take all actions, execute all documents, and approve all expenditures required for the implementation of this resolution.

RESOLVED AND DONE THIS 17th DAY OF NOVEMBER 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

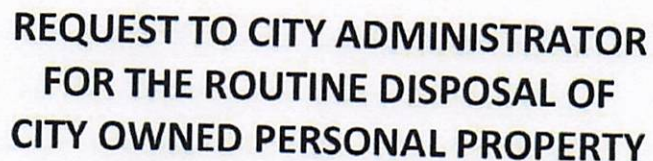
xxxxxx, Its President

Tera Tubbs, Interim City Administrator

Reading: _____, 2025

Motion: _____

Second: _____



Describe Property or Attach Exhibit List: 17 Tennsco double tiered lockers, 3 wide.

Reason Item Should Be Declared Surplus: No longer needed

If Vehicle, Year/Make/Model:

Department Head Signature / Date

City Administrator Signature / Date



October 16, 2025

Baseball Country

92 County Road 62

Ralph, AL 35480

(813)765-3344

City of Northport

To Whom It May Concern,

Thank you so much for your consideration to donate the lockers to our ministry. The lockers would be a great asset to our facility as it would help to store equipment not only for the hundreds of softball and baseball players that come through our organization each year but also for our hunting ministry, Creator's Outpost. This part of our ministry specifically targets youth in Greene County who often come from difficult life situations and broken homes. As part of our hunting ministry, these kids will have the opportunity to learn about the outdoors, hunting, and the game they harvest helps to provide food for their families. These lockers would allow each of these children to have a designated spot to store their personal equipment. Thank you again for this opportunity.

Sincerely,

Sam Marsonек

Director of Baseball Country



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

AGENDA ITEM NO. 9.b.5.

MEETING DATE: November 17, 2025

SUBJECT: Resolution appointing a member to the Tuscaloosa County Special Tax Board

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Malorie Mixon

Approved By: Tera Tubbs

Summary:

Ms. Christy Bobo's term on the Tuscaloosa County Special Tax Board has expired. The attached resolution will appoint _____ to the Special Tax Board. The term will expire in November of 2029.

Recommendation:

Approve

Funding Source/GL Code:

Motion for Consideration:

Adopt the resolution appointing _____ to the Tuscaloosa County Special Tax Board.

RESOLUTION NO. 25-

**RESOLUTION APPOINTING A MEMBER TO THE TUSCALOOSA COUNTY
SPECIAL TAX BOARD**

WHEREAS, the City of Northport is a member agency of the Tuscaloosa County Special Tax Board; and

WHEREAS, the City of Northport has one appointment to the Tuscaloosa County Special Tax Board; and

WHEREAS, the term of Ms. Christy Bobo has expired; and

WHEREAS, the City of Northport would like to appoint _____ to the Tuscaloosa County Special Tax Board.

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

1. That _____ is appointed to the Tuscaloosa County Special Tax Board. The term will expire in November of 2029.

RESOLVED AND DONE THIS 17th DAY OF NOVEMBER 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

Jamie Dykes, Its President

ATTEST:

Tera Tubbs, Interim City Administrator

Reading: November 17, 2025

Motion: _____

Second: _____



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

AGENDA ITEM NO. 9.b.6.

MEETING DATE: November 17, 2025

SUBJECT: Resolution Appointing Tera Tubbs as City Administrator

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Malorie Mixon

Approved By: Ron Davis

Summary:

Tera Tubbs is currently serving as Interim City Administrator. The City Council has accepted applications for the position of City Administrator and has expressed its desire to appoint Tera Tubbs. The position of City Administrator is a contract position. Said contract will be negotiated by Councilor Conger and Councilor Higdon and presented for approval to the City Council at a subsequent meeting. The City Council appoints Tera Tubbs as its City Administrator, City Clerk, City Treasurer, and appointing authority pending approval of a contract.

Recommendation:

Approve

Funding Source/GL Code:

Motion for Consideration:

I move to adopt the resolution appointing Tera Tubbs as City Administrator, City Clerk, City Treasurer and Appointing Authority.

RESOLUTION NO. 25-

RESOLUTION APPOINTING TERA TUBBS AS CITY ADMINISTRATOR

WHEREAS, Tera Tubbs is currently serving as Interim City Administrator; and

WHEREAS, the City Council has accepted applications for the position of City Administrator; and

WHEREAS, the City Council has expressed its desire to appoint Tera Tubbs as its City Administrator; and

WHEREAS, the position of City Administrator is a contract position.

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

1. The City Council appoints Tera Tubbs as its City Administrator, City Clerk, City Treasurer, and appointing authority pending approval of a contract.
2. Said contract will be negotiated by Councilor Conger and Councilor Higdon and presented for approval to the City Council at a subsequent meeting.

RESOLVED AND DONE THIS 17TH DAY OF NOVEMBER 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

Jamie Dykes, Its President

ATTEST:

Tera Tubbs, Interim City Administrator

Reading: November 17, 2025

Motion: _____

Second: _____



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

AGENDA ITEM NO. 9.c.1.

MEETING DATE: November 17, 2025

SUBJECT: Minutes, October 20, 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 20, 2025 Council Meeting. This meeting took place in the Council Chambers at Northport City Hall.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. Amount: \$

Motion for Consideration:

Approval of the Consent Agenda will approve the official minutes from October 20, 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 20, 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 two proclamations, one recognizing Pursuit of Tree City USA Designation and recognizing Arbor Day and one recognizing Down Syndrome Awareness Month. He also made a presentation reviewing the term of the 2020 – 2025 City Council's achievements.

APPROVAL OF AGENDA

Motion by Pro Tem Washington, **Second** by Councilman Aiken to approve the agenda for October 20, 2025, **as printed. Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

VISITORS TO ADDRESS COUNCIL

There was none.

UNFINISHED BUSINESS

There was none.

NEW BUSINESS

Motion by Councilman Wiggins, **Second** by Councilman Aiken to adopt **Resolution 25-197 authorizing Water Service Outside the City Limits for Property Located at Tilly Branch Rd Lot 2.** 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. **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 25-198 accepting donation from Bryant Bank for park equipment at Tiger Park.** 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. **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 25-199 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.** 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. This resolution will 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. **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 25-200 Authorizing the City Administrator to Execute a Revised Reimbursable Agreement with Alabama Department of Transportation for HWY 43/82 Improvements.** 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. **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 Wiggins to adopt **Resolution 25-201 Authorizing the City Administrator to Execute Amendment No.1 with TTL, Inc for Professional Services for the Main**

Avenue Revitalization project. This resolution will 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. **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 Wiggins to approve the Consent Agenda as printed for the October 20, 2025, Council Meeting:

1. Minutes, October 6, 2025, Regular Meeting – Tera Tubbs
2. Bill Listing – Tera Tubbs
3. Purchase Requisition, Outsourced Legal Services rendered July to September 2025 in connection with economic development projects, Trussell Funderburg Rea Bell & Furgerson, PC, \$14,736.90.
4. Purchase Requisition, West Alabama Regional Commission, 2026 Member Dues, \$12,450.00.
5. Purchase Requisition, Tiger Park Pavilion, Lowe's, \$4,769.10. Purchase of a third pavilion for Tiger Park. The pavilion will be installed by Public Works.
6. Purchase Requisition, 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. 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.
7. Purchase Requisition, Magna5, Software Renewal, \$27,810.00. This software provides the city with internet services, including reviews of network and server systems, among other services.
8. Purchase Requisition, CDWG to purchase AutoElevate software. This software is used to manage the local administrator accounts. Total cost \$7,660.00.
9. Purchase Requisition, 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.
10. Purchase Requisition, 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.
11. Purchase Requisition, 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.

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. **First Reading**, Ordinance authorizing the Mayor to enter a Franchise Agreement with Uniti Fiber GulfCo, LLC.
 - i. President Bobo opened the floor for item 11.b.1.
 - ii. Allison Franklin, Uniti Fiber GulfCo, LLC representative, spoke regarding the need for expedition. There will be no cost to the City.
 - iii. President Bobo closed the floor for item 11.b.1.

Motion by Councilman Wiggins, **Second** by Pro Tem Washington to suspend the rules to allow an immediate vote on this ordinance. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by Councilman Wiggins, **Second** by Pro Tem Washington to adopt **Ordinance 2285 Ordinance authorizing the Mayor to enter 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. **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 was **one** Public Hearing items on the agenda for the **Planning & Inspection Department**.
1. **Second Reading**, Ordinance Ordering Demolition of an Unsafe Structure Located at 2801 17th Avenue.
- 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 Wiggins, **Second** by Pro Tem Washington to **TABLE Ordinance Ordering Demolition of an Unsafe Structure Located at 2801 17th Avenue.**
- Jason Lightsey, owner has made significant progress in the demolition process. Table to November 17, 2025 to allow him to complete. **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 – Thankful for the opportunity to serve.

Pro Tem Washington, District 2 – Presented a proclamation to Mayor Hinton, President Bobo, Councilman Wiggins, and Councilman Aiken recognizing them for excellent service to the City of Northport during their term.

Councilman Wiggins, District 3 – Thankful for the opportunity to serve.

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

Councilman Aiken, District 5 – Thankful for the opportunity to serve.

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

There being no further business to come before the Council, the meeting was **adjourned at 6:11 p.m.**

ATTEST:

Jamie Dykes, President

Tera Tubbs, Interim City Administrator



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

AGENDA ITEM NO. 9.c.2.

MEETING DATE: November 17, 2025

SUBJECT: Minutes, November 3, 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 November 3, 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 November 3, 2025 Council Meeting and said action will be reflected in the minutes of the City Council.

The **Special Organizational Meeting** of the Northport City Council convened at **5:30 p.m. on November 3, 2025** at the Northport City Hall, located at 3500 McFarland Boulevard. The invocation was offered by Senior Pastor Jonathan Lawson, Christ Harbor Church. Interim City Administrator, Tera Tubbs, led the assembly in the Pledge of Allegiance.

Mayor-Elect Dale Phillips was sworn in by the Honorable Paul Patterson, City of Northport Municipal Judge.

Councilman-Elect Turnley Smith was sworn in by the Honorable M. Bradley Almond, Circuit Judge, Tuscaloosa County.

Councilman-Elect Woodrow Washington III was sworn in by Ms. Ashley Thomas, Notary Public, State of Alabama.

Councilwoman-Elect Jaime Conger was sworn in by the Honorable John H. England, Jr. Circuit Judge, Tuscaloosa County.

Councilwoman-Elect Jamie Dykes was sworn in by the Honorable Paul Patterson, City of Northport Municipal Judge.

Councilman-Elect Danny C. Higdon was sworn in by Mr. Raymond Ward, Alabama Attorney at Law.

Upon roll call, the following were found to be present: Councilman Smith, Councilman Washington, Councilwoman Conger, Councilwoman Dykes, and Councilman Higdon. Also present were Interim City Administrator Tera Tubbs and Mayor Dale Phillips.

Motion by Councilwoman Conger, **Second** by Councilman Washington to **elect Councilwoman Dykes to be the President of the Northport City Council**. Roll call vote was as follows: Councilman Smith, Yes; Councilman Washington, Yes; Councilwoman Conger, Yes; Councilwoman Dykes, Yes; and Councilman Higdon, No. **Motion Carried**.

Motion by President Dykes, **Second** by Councilwoman Conger to **elect Councilman Washington as the Pro Tempore of the Northport City Council**. Roll call vote was as follows: Councilman Smith, No; Councilman Washington, Yes; Councilwoman Conger, Yes; President Dykes, Yes; and Councilman Higdon, No. **Motion Carried**.

Motion by Councilman Higdon, **Second** by Pro Tem Washington to **approve Resolution 25-202 ratifying the use of the current depositories for municipal funds until such time as the Council permanently designates such depositories and designate the President, or in his absence, President Pro Tem to countersign checks**. Roll call vote was as follows: Councilman Smith, Yes; Pro Tem Washington, Yes; Councilwoman Conger, Yes; President Dykes, Yes; and Councilman Higdon, Yes. **Motion Carried Unanimously**.

Mr. Davis requested council vote to have a special called council meeting at 5:30 on November 10th. The only action would be to go into Executive Session to discuss potential litigation and economic development. No formal action should be taken.

Motion by Councilman Higdon, **Second** by Pro Tem Washington to have a special called council Meeting at 5:30 on November 10th. Roll call vote was as follows: Councilman Smith, Yes; Pro Tem Washington, Yes; Councilwoman Conger, Yes; President Dykes, Yes; and Councilman Higdon, Yes. **Motion Carried Unanimously**.

Mayor Phillips and each newly sworn-in Council Member expressed appreciation to the citizens and their families for their continued support and conveyed their commitment to faithfully serve the community.

Motion by Councilman Higdon, **Second** by Pro Tem Washington to **adjourn the meeting**. Roll call vote was as follows: Councilman Smith, Yes; Pro Tem Washington, Yes; Councilwoman Conger, Yes; President Dykes, Yes; and Councilman Higdon, Yes. **Motion Carried Unanimously**.

There being no further business to come before the Council, the meeting was adjourned at 5:55 p.m.

Jamie Dykes, President

ATTEST:

Tera Tubbs, Interim City Administrator



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

AGENDA ITEM NO. 9.c.3.

MEETING DATE: November 17, 2025

SUBJECT: Minutes, November 10, 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 November 10, 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 November 10, 2025 Council Meeting and said action will be reflected in the minutes of the City Council.

The **Special Called Meeting** of the Northport City Council convened at **5:30 p.m. on November 10, 2025** at the Northport City Hall, located at 3500 McFarland Boulevard. President Dykes offered the invocation and led the assembly in the Pledge of Allegiance. Upon roll call, the following were found to be present: Pro Tem Washington, Councilor Conger, President Dykes, Councilor Smith, and Councilor Higdon. Also present were Interim City Administrator Tera Tubbs and Mayor Dale Phillips.

Motion by Councilor Higdon, **Second** by Pro Tem Washington to **adjourn the meeting into Executive Session to discuss potential litigation and economic development. Roll call was as follows:** Pro Tem Washington, Yes; Councilor Conger, Yes; President Dykes, Yes; Councilor Smith, Yes; Councilor Higdon, Yes. **Motion Carried Unanimously.**

Council **adjourned** into **Executive Session** at **5:31p.m.**

Council **reconvened** into **Regular Meeting** at **7:57 p.m.** with no action needed to be taken.

Motion by Councilor Conger, **Second** by Councilor Higdon to **adjourn** the meeting. **Roll call was as follows:** Pro Tem Washington, Yes; Councilor Conger, Yes; President Dykes, Yes; Councilor Smith, Yes; Councilor Higdon, Yes. **Motion Carried Unanimously.**

There being no further business to come before the Council, the meeting was **adjourned** at **7:57 p.m.**

ATTEST:

Jamie Dykes, President

Tera Tubbs, Interim City Administrator



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

AGENDA ITEM NO. 9.c.4.

MEETING DATE: November 17, 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 10/16/2025 - 11/12/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Thompson Engineering Inc	250602425	10/22/2025	Proposal for CE&I Services for ...	862.11
Dominion Construction Co. Inc.	Downtown Sdwlk/Stcpe Impr...	10/23/2025	Streetscape Phase III Construct...	151,289.38
Thompson Engineering Inc	250903532	10/22/2025	Proposal for CE&I Services for ...	2,199.33
FirstPoint Collection Resources..	104833	10/17/2025	Invoice #104557	210.76
TTL Inc.	2156767	10/14/2025	ALDOT Reimbursement	12,747.25
Priscilla A Jones	INV0036350	10/14/2025	NPCC Security Deposit Refund...	100.00
Nichole Pope	INV0036351	10/14/2025	NPCC Security Deposit Refund...	100.00
Vicki Davis	INV0036352	10/14/2025	NPCC Security Deposit Refund...	100.00
Shalardrea Craig	INV0036618	10/20/2025	NPCC Security Deposit Refund...	100.00
Kristi Schatzline	INV0036786	10/27/2025	NPCC Security Deposit Refund...	100.00
Essence Shelton	INV0036788	10/27/2025	NPCC Security Deposit Refund...	100.00
Srilata Anne	INV0036899	10/28/2025	NPCC Rental & Security Depos...	100.00
Srilata Anne	INV0036899	10/28/2025	NPCC Rental & Security Depos...	425.00
Joyce Elaine Jonakin	INV0037109	11/03/2025	NPCC Security Deposit Refund...	100.00
Mallory Smith	INV0037113	11/03/2025	NPCC Refund CHR25-000156	100.00
Mallory Smith	INV0037113	11/03/2025	NPCC Refund CHR25-000156	425.00
Temera Hamilton-Prince	INV0037115	11/03/2025	NPCC Refund CHR25-000053	100.00
Temera Hamilton-Prince	INV0037115	11/03/2025	NPCC Refund CHR25-000053	350.00
				169,508.83
Department: 13 - Mayor & City Council				
Matthews Elementary	INV0035972	10/01/2025	ADMIN - Dist Dev Funds	500.00
Amazon Capital Services	1HNN-HP1R-CLVP	10/17/2025	Amazon-items for incoming C...	81.46
Walmart	68ead767	10/21/2025	proc frames council water bars..	26.08
Huntington Place Elementary ...	INV0036770	10/27/2025	ADMIN - Dist Dev Funds	500.00
Amazon Capital Services	1FGX-Q4TN-31MX	10/29/2025	2025 council personalized bibl...	242.40
Verizon	6126749451ADMIN	11/03/2025	6126749451ADMIN	468.19
Tuscaloosa County High School	INV0037264	11/06/2025	Cheerleaders - Travel Expenses	500.00
Department 13 - Mayor & City Council Total:				2,318.13
Department: 15 - Administrative				
Sam's Club - Commercial Credit	10345371367	10/28/2025	Sams	277.65
Benton Sod Farm	030704	10/28/2025	Tiger Park - Additional Sod	330.00
Midstates Petroleum Company	INV0036354	10/14/2025	Acct 10211 Admin	655.10
Comcast Cable	INV0036268	10/10/2025	1600 Main Ave Unit HMOFC 8...	234.95
Ready Mix USA LLC	9452540347	10/09/2025	Concrete for Pavilion Pads - Ti...	696.45
Ready Mix USA LLC	9452546221	10/09/2025	Concrete for Pavilion Pads - Ti...	177.95
Lowe's Home Centers Inc.	975537	11/03/2025	Pavilions for Tiger Park	9,008.30
West Alabama Regional Comm..	INV0036636	10/21/2025	10/20/25 CONSENT AGENDA...	12,450.00
Amazon Capital Services	1F69-W9RK-4J3J	10/09/2025	Large Ornaments for Outside ...	131.04
PCI Technologies	67718	10/10/2025	CH- fire alarm panel repair	450.00
Ander's Hardware Co. Inc.	N1290140	10/09/2025	Material to Secure Seating at T...	189.62
Amazon Capital Services	1RYT-X6DM-QNVL	10/10/2025	dance party chambers glow sti...	194.54
Burnum-Hahn Exterminators I...	INV0036342	10/14/2025	Monthly Pest Control - City Hall	79.00
USI Insurance Svc LLC Alabama	5719540	10/23/2025	Invoice-USI Insurance	75.00
Northport Auto Supply Co. Inc.	100988864	10/15/2025	IT #7417- window regulator	75.39
Ready Mix USA LLC	9452579878	10/16/2025	Concrete for Pavilion Pads - Ti...	696.45
Alabama Power Company	INV0036419	10/15/2025	Acct SB23192-17002	8,768.08
Alabama Power Company	INV0036419	10/15/2025	Acct SB23192-17002	1,168.79
Alabama Power Company	INV0036419	10/15/2025	Acct SB23192-17002	385.73
Alabama Power Company	INV0036419	10/15/2025	Acct SB23192-17002	621.60
Morgan Stuart	INV0036433	10/15/2025	Claim 25-67	240.00
Ready Mix USA LLC	9452585261	10/17/2025	Concrete for Pavilion Pads - Ti...	177.95
Spire	INV0036674	10/22/2025	2101 Park ST 5773780740	15.62
Walmart	613e3221	10/17/2025	file folders hanging folders	46.22
J & J Telephone Inc.	72523RJ	10/23/2025	Invoice- J&J Telephone	303.75

Expense Approval Report

Payment Dates: 10/16/2025 - 11/12/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Limitless Graphix LLC	1362	10/21/2025	Labor for Tiger Park Fitness C...	400.00
Amazon Capital Services	1KWH-L7QJ-7HRT	10/21/2025	Pre Cut Ornaments for Schools..	184.97
Amazon Capital Services	1LDK-VDND-6XXR	10/21/2025	Front Lobby Trees	191.12
Walmart	68ead767	10/21/2025	proc frames council water bars..	5.38
Walmart	68ead767	10/21/2025	proc frames council water bars..	32.35
Benton Sod Farm	030702	10/22/2025	Sod - Tiger Park	660.00
Cintas	4247174606	10/22/2025	Payer # 14353428	75.86
Maynard Nexsen PC	536229837	10/23/2025	Invoice-Maynard Nexsen	1,750.00
Spire	INV0036804	10/27/2025	512 Main Ave 4973862222	8.30
Spire	INV0036808	10/27/2025	3401 Main Ave C 0423132222	136.05
Premier Polysteel	61589	10/23/2025	Steel Swing - Bryant Bank	2,334.00
The Habegger Corp	5372100	10/27/2025	replacement registers for the ...	96.93
Lowe's Home Centers Inc.	89682	10/29/2025	building materials for Mayor's...	440.66
Sequel Electrical Supply	931364028	10/27/2025	LED lights for new Mayor's off...	653.88
Paint Spot	N0317317	10/27/2025	paint for new Mayor's Office	144.95
Staples Business Advantage	6046049586	10/27/2025	Staples Advantage-Toner for J...	522.78
Stericycle Inc.	8012382119	11/03/2025	Payer # 1000280675	146.60
Uline Inc.	199769211	11/04/2025	rope for flag pole at City Hall	66.67
Amazon Capital Services	1RJD-P1HY-LP9P	10/28/2025	Proclamation Covers	28.99
Amazon Capital Services	1RJD-P1HY-LP9P	10/28/2025	Replacement Tablecloths for C...	343.92
Lowe's Home Centers Inc.	97956	10/29/2025	corner molds for Mayor's office	67.95
Terri Lane Photography	152008-000091	10/28/2025	council headshots & swearing ...	1,172.50
Amazon Capital Services	1YC4-T91R-NTYV	10/29/2025	clasp envelopes council meeti...	162.70
Walmart	9f12ab30	10/29/2025	Walmart	869.99
Comcast Cable	INV0037194	11/04/2025	2001 Park St 8396 90 014 032...	257.90
Paint Spot	N0317399	10/28/2025	paint for new Mayor's Office (...)	52.99
Lowe's Home Centers Inc.	72775	10/30/2025	building materials for Mayor's...	14.21
Walmart	f3b4f373	10/29/2025	swearing in reception	23.86
Amazon Capital Services	1WVH-TX3P-7VMF	10/31/2025	carpet tile tape for new Mayor..	113.99
Fred Robertson Wrecker Servi...	B59041-1	11/03/2025	! ENG #4051- tow fee for servi...	197.00
IMC Outdoor Living	QUO-27697-V2M8B4	11/05/2025	Rubber Mulch for Swing Set	4,970.00
Lowe's Home Centers Inc.	78022	11/03/2025	building materials for Mayor's...	30.11
Amazon Capital Services	1QG3-GR1D-9KXX	11/04/2025	LED emergency lights for City ...	196.58
Verizon	6126749451ADMIN	11/03/2025	6126749451ADMIN	185.34
Northport Auto Supply Co. Inc.	100994576	11/04/2025	ENG #4051 - alternator, batte...	450.22
Cintas	4248620892	11/04/2025	Payer # 14353428	76.99

Department 15 - Administrative Total: 54,514.92

Department: 16 - Legal

Northport Gazette The	INV0035879	09/30/2025	Public Hearing Ad-Weed Lien ...	67.95
Kimberly King	954781	10/28/2025	Reimbursement - Kim K. Law ...	33.56
Kimberly King	954781	10/28/2025	Reimbursement - Kim K. Law ...	555.00
Trussell Funderburg Rea Bell &...	11146	10/21/2025	CONSENT 10/20/25 Outsourc...	14,736.90
Law Office of Benjamin Jay St...	21044	10/28/2025	Jay Stuck NRDA	2,700.00
Northport Gazette The	INV0036620	10/21/2025	Ad for Public Hearing - Octobe...	44.55
Northport Gazette The	INV0036622	10/21/2025	adv ord 2284 repeal muni cod...	68.85
Verizon	6126749451LEGAL	11/03/2025	6126749451LEGAL	77.57
Mary Virginia Buck	INV0037171	11/04/2025	Retainer Services - November ...	350.00

Department 16 - Legal Total: 18,634.38

Department: 17 - Municipal Court

A T & T Mobility	287288439796X10062025ct	10/13/2025	Acct 287288439796	47.08
Midstates Petroleum Company	INV0036353	10/14/2025	Acct 10212 Court	21.79
Alabama Law Enforcement Ag...	ALEA25003844	10/17/2025	LET'S Access	355.00
Cira L. Woolbright	INV0036710	10/23/2025	Translator	360.00
Staples Business Advantage	6046049585	10/27/2025	Supplies	40.33
Staples Business Advantage	6046049590	10/27/2025	Supplies	372.92
Staples Business Advantage	6046049591	10/27/2025	Supplies	28.76
Kristen Turner	INV0037161	11/04/2025	Special Judge 10/29/25	875.00
District Attorney Restitution R...	INV0037293	11/06/2025	October 2025	447.64
Michael Eidson Attorney at L...	INV0037299	11/06/2025	October 2025	635.58
Yarbrough Law LLC	INV0037300	11/06/2025	October 2025	1,141.00

Expense Approval Report

Payment Dates: 10/16/2025 - 11/12/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Andrew J Clay Law Firm	INV0037301	11/06/2025	October 2025	590.64
Krebs Law LLC	INV0037176	11/04/2025	Judicial Services City Prosecut...	3,934.35
Paul W. Patterson II P.C.	INV0037178	11/04/2025	Judicial Services Municipal Jud...	5,934.35
Alabama Peace Officer's Annui...	INV0037290	11/06/2025	October 2025	2,286.00
Solicitor's Fund	INV0037291	11/06/2025	October 2025	8,158.04
State Judicial Administration F...	INV0037292	11/06/2025	October 2025	4,385.04
Presiding Circuit Judges' Judici...	INV0037294	11/06/2025	October 2025	1,104.23
The Citizenship Trust Fund	INV0037295	11/06/2025	October 2025	488.50
Alabama Crime Victims Comp...	INV0037296	11/06/2025	October 2025	1,055.33
Circuit Clerk's Judicial Adminis...	INV0037297	11/06/2025	October 2025	1,102.23
Alabama Comptroller's Office	INV0037298	11/06/2025	October 2025	31,089.31
Department 17 - Municipal Court Total:				64,453.12

Department: 22 - Information Technology

Bion Security LLC	1281	01/14/2025	IT - APs for new PW building	1,629.45
Magna5 MS LLC	300042515	10/21/2025	CONSENT AGENDA 10/20/25 - ..	27,810.00
Xerox Corporation	IN3626728GF	10/22/2025	Per Copy Charges 8/29-9/28/...	594.77
A T & T Mobility	287288439796X10062025IT	10/13/2025	Acct 287288439796	118.84
C Spire Business	0000693209-60	10/10/2025	Account 0000693209	5,540.00
Comcast Cable	INV0036265	10/10/2025	3721 26th Ave OFC 8396 90 0...	351.91
Comcast Cable	INV0036437	10/15/2025	3500 McFarland Blvd Side 2 8...	63.30
Xerox Corporation	41012304GF	10/15/2025	Contract Charge 9/29-10/28/...	1,466.34
CDW Government LLC	AG4D48Z	10/17/2025	CONSENT 10/6/25 -IT-Crowdst...	62,429.00
A T & T	5587737019	10/21/2025	831-001-2247 676	853.86
A T & T	8826738011FD	10/21/2025	831-001-2475 849	1,931.94
A T & T	8826738011PW	10/21/2025	831-001-2475 849	755.98
A T & T	8862058019	10/21/2025	831-001-3720 096	549.62
Comcast Cable	INV0036625	10/21/2025	1781 Harper Rd 8396 90 014 ...	318.13
Comcast Cable	INV0036628	10/21/2025	3721 26th Ave 8396 90 014 0...	164.32
Spectrum Business	177395401101425	10/27/2025	13205 Martin Rd SPUR 17739...	119.99
Comcast Cable	INV0036671	10/22/2025	1101 MLK 8396 90 014 02071...	157.80
VC3 INC.	VC3-223565	10/14/2025	IT - Monthly Backups	2,240.00
Comcast Cable	253960982	10/24/2025	Acct 931094268	15,901.20
J & J Telephone Inc.	759558	10/15/2025	Acct 23929	421.93
Comcast Cable	INV0036803	10/27/2025	3500 McFarland Blvd OFC 839...	464.99
J & J Telephone Inc.	760309	10/20/2025	Acct 28228	2,964.37
T-Mobile US Inc.	INV0037097	11/03/2025	Acct 976900299 IT	236.72
Comcast Cable	INV0037121	11/03/2025	5410 Hwy 69N 8396 90 014 0...	548.05
Xerox Corporation	IN3676897GF	11/03/2025	Per copy Charges 9/29-10/28/...	489.06
J & J Telephone Inc.	761002	10/27/2025	Acct 29956	577.31
New Horizons Communication...	C151941	11/04/2025	CORP-779914	175.69
Spectrum Business	INV0037268	11/06/2025	4900 Mitt Lary Rd 8314 10 234..	184.40
Dell Marketing LP	10844842129	11/03/2025	IT - Warranty Ext J287FD3 Lati...	400.00
Verizon	6126749451IT	11/03/2025	6126749451IT	210.69
Amazon Capital Services	1VJY-CN9W-C1CW	11/05/2025	LogiTech Desktop Video Confe...	184.82
Department 22 - Information Technology Total:				129,854.48

Department: 25 - Finance

Rivertree Systems Inc.	Nport258	10/27/2025	Northport Audit MPS Egg Far...	281.25
Verizon	6126749451FIN	11/03/2025	6126749451FIN	201.33
Department 25 - Finance Total:				482.58

Department: 26 - Human Resources

DCH Occupational Medicine	00025927-00	10/17/2025	New Hire/Post Accident/Rand...	471.00
Award Company of America L...	64859	10/17/2025	Retire Plaque	46.80
Verizon	6126749451HR	11/03/2025	6126749451HR	120.67
Department 26 - Human Resources Total:				638.47

Department: 28 - Planning & Inspections

A T & T Mobility	287288439796X10062025PBI	10/13/2025	Acct 287288439796	42.63
Amazon Capital Services	1YYG-1KRT-R4GK	10/10/2025	Shaun Desk Mat	26.39
Amazon Capital Services	1DLJ-4QTD-XD41	10/22/2025	PZBI Supplies	85.07
Northport Gazette The	INV0036796	10/27/2025	PZC Agenda Ad - November M...	113.40

Expense Approval Report

Payment Dates: 10/16/2025 - 11/12/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Amazon Capital Services	1Y4H-YYJ9-63K4	10/28/2025	Superio Storage Bins with Lids,...	-42.42
Verizon	6126749451PZ	11/03/2025	6126749451PZ	396.34
Department 28 - Planning & Inspections Total:				621.41
Department: 32 - Engineering				
Thompson Engineering Inc	250803300	11/06/2025	2024 Resurfacing Amendment...	36,876.50
Central Alabama Asphalt & Co...	2024 Resurfacing Inv 4	10/10/2025	2024/2025 Resurfacing	215,845.63
Thompson Engineering Inc	250902623	11/06/2025	2024 Resurfacing Amendment...	9,073.70
Alabama Power Company	INV0036420	10/15/2025	Acct SB23192-17002 Engineer...	517.66
Alabama Power Company	INV0036420	10/15/2025	Acct SB23192-17002 Engineer...	29,071.38
Amazon Capital Services	1NC6-FW3J-CHKQ	10/16/2025	Waters for AARP Grant Event	64.87
Amazon Capital Services	1VHH-YQHV-6YCW	10/15/2025	Project Binders - Legal Size	46.54
Amazon Capital Services	1THP-6X7V-QX3X	10/22/2025	CREDIT PO 25-4282	-119.98
Amazon Capital Services	16HM-9DML-F734	10/24/2025	Morgan's Iphone Case and Scr...	42.35
Amazon Capital Services	1YWW-1QQH-16HV	10/30/2025	Uniforms - Engineering	-29.99
Verizon	6126749451ENG	11/03/2025	6126749451ENG	627.77
Department 32 - Engineering Total:				292,016.43
Department: 33 - Police				
ROCIC	0070844-IN	10/27/2025	ROCIC Membership Dues	300.00
FedEx	2-431-19599	10/27/2025	Fed Ex Bill	7.47
A T & T Mobility	287288439796X10062025PD	10/13/2025	Acct 287288439796	2,516.65
Municipal & Commercial Unif...	427338	10/09/2025	Hancock - jacket zed black	163.50
Municipal & Commercial Unif...	427339	10/09/2025	Foster - trousers	212.85
Municipal & Commercial Unif...	427340	10/09/2025	Deloach - Jacket	133.95
Galls LLC	032694378	10/13/2025	BLANKET	363.85
TRUCKWORX HOLDING CO INC	1130207875.C	10/29/2025	PD Scissor Lift- Batteries	123.12
Midstates Petroleum Company	INV0036356	10/14/2025	Acct 10208 Police	15,172.81
Pro-Vision LLC	SMX-25579	10/09/2025	SMX-25579	3,250.00
State of Alabama	LESO-2026	10/27/2025	LESCO 1033 Program Invoice	800.00
Northport Auto Supply Co. Inc.	100986979	10/09/2025	! PD #430 - batteries	572.39
Motorola Solutions Inc.	8230540122	10/27/2025	APPROVED 3.17.25 - Motorola...	20,500.00
Amazon Capital Services	1W4G-JQ3M-1DDH	10/09/2025	Car printer paper	239.00
Amerigas	3181949124	10/21/2025	Propane refill for Lake Lurleen...	412.17
Alabama Law Enforcement Ag...	ALEA25003845	10/27/2025	L.E.T.S. Access 25003845	4,895.00
Brian Prince Transmissions Inc	10725	10/29/2025	CC APPROVED 10.20.25; PD #...	6,174.09
Northport Auto Supply Co. Inc.	100988656	10/09/2025	PD #458 - AC repair part	11.40
TRUCKWORX HOLDING CO INC	1130208630	10/16/2025	batteries for PD vehicles (BL-1)	111.62
TRUCKWORX HOLDING CO INC	1130208631.C	10/16/2025	batteries for PD vehicles (BL-1)	22.57
Grainger Inc.	9670123315	10/14/2025	PD Compound - toilet flush val...	366.01
Tuscaloosa County Commission	0714	10/21/2025	Decedent Transport	1,205.00
Point Emblems LLC	19357	10/27/2025	New Patches	2,400.00
Burnum-Hahn Exterminators I...	INV0036345	10/14/2025	Monthly Pest Control - PD	179.00
Northport Auto Supply Co. Inc.	100988822	10/14/2025	PD #3767 - water pump, ther...	88.62
Northport Auto Supply Co. Inc.	100989082	10/14/2025	PD #454 - parts to repair misfir...	60.82
Alabama Power Company	INV0036418	10/15/2025	Acct SB23192-17002	1,083.36
Alabama Power Company	INV0036418	10/15/2025	Acct SB23192-17002	7,544.21
Alabama Power Company	INV0036418	10/15/2025	Acct SB23192-17002	1,598.34
VC3 INC.	VC3-223566	10/21/2025	Desktop Software Backup	150.00
Triple Point Industries	76031	10/17/2025	PD Complex - water treatment...	105.69
Grainger Inc.	9675699608	10/28/2025	PD Compound- light fixtures f...	49.20
TRUCKWORX HOLDING CO INC	1130209307	10/29/2025	batteries for PD vehicles (BL-1)	111.62
TRUCKWORX HOLDING CO INC	1130209379.C	10/16/2025	Credit PO 26-0106	-22.57
Sequel Electrical Supply	931314011	10/17/2025	PD Compound- bulbs for stair...	757.00
Wittichen Supply Co. Inc.	S108032643.001	10/17/2025	PD AHU #2- contactors	132.70
Mobile Communications Amer...	1023000155-1	10/20/2025	PD #426 - rear window anten...	109.74
Amazon Capital Services	1R9F-QMMP-4WQ4	10/21/2025	PD #442 & #439- harmonic ba...	216.21
Sequel Electrical Supply	931331315	10/21/2025	PD Compound - LED lights for ...	240.67
Wittichen Supply Co. Inc.	S108054324.001	10/21/2025	PD AHUs- contactors for all un...	119.20
GFL Environmental Inc.	UI0000036692	10/27/2025	Acct UI1703	497.45
Spire	INV0036806	10/27/2025	3000 Charlie Shirley Rd 21140...	42.56
Northport Auto Supply Co. Inc.	100986969	10/22/2025	PD #6916 - front end rebuild p...	1,464.22

Expense Approval Report

Payment Dates: 10/16/2025 - 11/12/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Barkley Buick Cadillac GMC Inc.	55090	10/23/2025	PD #463 - harness & fuel lines	171.06
APCO International Inc	00099827	10/24/2025	A. Reinhart - CTO and PST re-c...	125.00
Northport Auto Supply Co. Inc.	100992807	10/23/2025	CC APPROVED 10.6.25; PM pa...	10.48
Amazon Capital Services	1QN6-91LW-C9ML	10/27/2025	batteries	143.85
Staples Business Advantage	6046049587	10/30/2025	Records - office supplies	404.22
Staples Business Advantage	6046049593	10/30/2025	Batteries	96.78
Staples Business Advantage	6046049594	10/30/2025	Front Desk - Ink	244.12
Staples Business Advantage	6046049595	10/30/2025	Dispatch- office supplies	130.94
Northport Auto Supply Co. Inc.	100992891	10/30/2025	PD #458- blower motor, resist...	99.56
Employee Assistance Services	10312025-22- TESTING	11/03/2025	Pre Employment Assessment	260.00
Amazon Capital Services	19FT-GTHW-VD14	10/28/2025	CREDIT PO 26-0305	-105.59
Sequel Electrical Supply	931372935	10/28/2025	Credit Rec'd	217.96
Sequel Electrical Supply	931379350	10/28/2025	KYTE KT-BPLED35PS-22C-8CSA...	-171.96
Northport Auto Supply Co. Inc.	100987542	10/30/2025	! PD #463- oil pressure sensor...	59.83
Amazon Capital Services	1HTF-DR74-F74W	10/30/2025	Records - file folders	122.10
Northport Auto Supply Co. Inc.	100990086	10/30/2025	PD Gray Humvee- master pow...	40.31
TRUCKWORX HOLDING CO INC	1130210452.C	10/29/2025	PD Scissor Lift- Batteries	-123.12
Spire	INV0037164	11/04/2025	3721 26th Ave 1177523333	20.37
Northport Auto Supply Co. Inc.	100994684	11/03/2025	Credit PO 26-0382	-54.96
Northport Auto Supply Co. Inc.	100994688	11/04/2025	CC APPROVED 10.6.25; PM pa...	39.81
Northport Auto Supply Co. Inc.	100994689	11/04/2025	brake parts & supplies for PD ...	50.35
Amazon Capital Services	16FP-T3GK-L7HK	11/03/2025	PD #442, #439- harmonic bala...	41.91
Verizon	6126749451PD	11/03/2025	6126749451PD	200.05
Northport Auto Supply Co. Inc.	100995746	11/05/2025	! PD #455- coolant tank cap, w...	47.23
State of Alabama	INV0037174	11/04/2025	Tower Lease - November 2025	500.00
Department 33 - Police Total:				77,051.79

Department: 35 - Fire

Atlas Welding Supply Co. Inc.	0000700827	10/15/2025	*BLANKET* Refill oxygen, misc...	215.45
Atlas Welding Supply Co. Inc.	0000701100	10/15/2025	*BLANKET* Refill oxygen, misc...	191.76
International Association of Fi...	000293442	11/05/2025	IAFC Yearly Membership - Chi...	225.00
A T & T Mobility	287288439796X10062025FD	10/13/2025	Acct 287288439796	74.40
Atlas Welding Supply Co. Inc.	0000000830	10/15/2025	*BLANKET* Refill oxygen, misc...	78.45
DCH Occupational Medicine	00025927-00	10/17/2025	New Hire/Post Accident/Rand...	650.50
Tuscaloosa County Fire Protect..	INV0036071	10/06/2025	TCFPA Yearly Dues	50.00
Midstates Petroleum Company	INV0036355	10/14/2025	Acct 10209 Fire	3,676.02
U.S. Bancorp Government Lea...	565736535	10/10/2025	FIRE TRUCK CONTRACT PAYM...	117,467.87
Northport Auto Supply Co. Inc.	100987590	10/09/2025	! FD T22 - lug nut covers	25.50
DCH Regional Medical Center	INV0036495	10/16/2025	Drug box refill	153.22
Northport Auto Supply Co. Inc.	100988379	10/09/2025	FD T22 - leakfinder dye	15.03
Grainger Inc.	9666326187b	10/09/2025	FD Station #4- lubricant for ba...	41.40
Grainger Inc.	9666326187b	10/09/2025	FD Station #4- lubricant for ba...	41.38
Grainger Inc.	9666326187b	10/09/2025	FD Station #4- lubricant for ba...	41.38
Grainger Inc.	9666326187b	10/09/2025	FD Station #4- lubricant for ba...	41.38
Keeling Company	54764329.001	10/10/2025	FD Station #2- irrigation deco...	430.13
Burnum-Hahn Exterminators I...	INV0036343	10/14/2025	Monthly Pest Control - Fire	286.00
Northport Auto Supply Co. Inc.	100986743	10/13/2025	E1 Winch Part	31.02
Classic Interiors	646561	10/14/2025	FD Engine 1 - hose cover repair	100.00
Alabama Power Company	INV0036416	10/15/2025	Acct SB23192-17002	5,030.64
Northport Auto Supply Co. Inc.	100989899	10/16/2025	FD Rescue Boat P4- oil change...	72.49
Sequel Electrical Supply	931314016	10/17/2025	FD Station #3- bulbs for flagpo...	6.98
Grainger Inc.	9676967947	10/20/2025	FD Station #4- ceiling diffusers	312.16
Alabama Fire College	10309	10/21/2025	Technical Rescue: Rope Rescu...	385.00
Alabama Fire College	10314	10/21/2025	Fire Inspector Class	600.00
Northport Auto Supply Co. Inc.	100992124	10/22/2025	! FD Boat # P4 - oil flush parts	33.57
Northport Auto Supply Co. Inc.	100992229	10/22/2025	! FD Engine #6 - DOT air line fit..	16.86
Lowe's Home Centers Inc.	82039	10/27/2025	FD Station 4 - west exterior wa...	36.32
Spire	CM0000197	10/27/2025	12301 Mitt Lary Rd 78635555...	69.49
Brady Holcomb	INV0036638	10/21/2025	Employee Reimbursement - B....	55.00
TSC Service & Supply Inc.	6239	10/23/2025	Truck Soap	122.80
Lowe's Home Centers Inc.	85648	10/23/2025	Dryer - Station 2	511.08

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
One Source Office Products LLC	OE-QT-7749-1	10/23/2025	Station 1	394.62
One Source Office Products LLC	OE-QT-7749-1	10/23/2025	Station 2	163.57
One Source Office Products LLC	OE-QT-7749-1	10/23/2025	Station 3	63.67
One Source Office Products LLC	OE-QT-7749-1	10/23/2025	Station 4	75.45
NAFECO	1376504	10/27/2025	Name Plate	14.00
Patrick Allen Companies LLC	16880	10/29/2025	! FD Station #1 - bay door repa..	1,985.00
Amazon Capital Services	1W9C-VDJV-9MYR	10/23/2025	Transom Saver - Boat St. 2	32.48
Lowe's Home Centers Inc.	87677	10/28/2025	FD Station #2 - irrigation repair..	233.61
McLeod Truck Parts Inc.	1946290	10/30/2025	FD Engine #4- air brake valve	74.96
Amazon Capital Services	1NQ7-GH39-VP6P	10/28/2025	FD Engine #1 - snaps for tarp r...	36.60
NAFECO	1377180	11/03/2025	Tactical Boots - Reid	97.00
Tuskaloosa Lawn Equipment L...	295538	10/29/2025	Bar and Chain Oil	12.40
Tuskaloosa Lawn Equipment L...	295538	10/29/2025	Bar and Chain Oil	12.40
Tuskaloosa Lawn Equipment L...	295538	10/29/2025	Bar and Chain Oil	12.40
Tuskaloosa Lawn Equipment L...	295538	10/29/2025	Bar and Chain Oil	12.40
Tuskaloosa Lawn Equipment L...	295538	10/29/2025	Bar and Chain Oil	12.40
Tuskaloosa Lawn Equipment L...	295538	10/29/2025	Bar and Chain Oil	12.40
Lowe's Home Centers Inc.	71032	10/29/2025	Dryer - St. 3	473.10
Spire	INV0037166	11/04/2025	5410 Hwy 69N 843944444	120.28
Spire	INV0037167	11/04/2025	1101 MLK 5305862222	60.03
Parts Town LLC	2107360475	10/31/2025	FD Station #3- motor for bath...	131.46
Training USA	2503734	11/06/2025	BLS and ACLS Provider Cards	1,476.15
I/O Solutions Inc.	C64418A	10/31/2025	Fire Promotional Testing Mate...	2,269.00
DCH Regional Medical Center	INV0037106	11/03/2025	Drug box refill	302.94
Alabama Association of Fire Ch...	1182	11/05/2025	AAFC Yearly Membership Ren...	275.00
TRUCKWORX HOLDING CO INC	1130210991	11/04/2025	FD Engine #3 - crankcase filter	113.26

Department 35 - Fire Total: **139,554.86**

Department: 37 - Public Works

The Ground Floor	53699	11/03/2025	! sod for Tiger Park (damaged ...	192.00
Cintas	4240495340	10/15/2025	Payer # 14385499	26.83
ST Bunn Construction Co. Inc.	16350	10/09/2025	CC APPROVED 10.6.25; asphalt..	244.50
Samsara Inc	CI_64794	10/09/2025	fleet tracking software for PW ..	1,928.61
ST Bunn Construction Co. Inc.	16421	10/09/2025	CC APPROVED 10.6.25; asphalt..	503.68
ST Bunn Construction Co. Inc.	16433	10/09/2025	CC APPROVED 10.6.25; asphalt..	295.03
Ingram Equipment Company L...	P12846	09/25/2025	PW #4484- hydraulic lines	2,145.25
ST Bunn Construction Co. Inc.	16445	10/09/2025	CC APPROVED 10.6.25; asphalt..	268.95
DCH Occupational Medicine	00025927-00	10/17/2025	New Hire/Post Accident/Rand...	585.00
Encore Rehabilitation Inc.	9/2025-3003-CITY	10/16/2025	New Hire Physicals	450.00
Midstates Petroleum Company	INV0036357	10/14/2025	Acct 10210 Public Works	16,765.82
Black Warrior Solid Waste	20251001-0251-10050	10/06/2025	Acct 34	33,261.44
One Source Office Products LLC	IN-QT-7693	10/23/2025	janitorial supplies for Utilities ...	249.62
One Source Office Products LLC	IN-QT-7695	10/23/2025	janitorial supplies for Public ...	406.26
One Source Office Products LLC	IN-QT-7696	10/23/2025	janitorial supplies for Police (B...	440.18
One Source Office Products LLC	IN-QT-7701	10/23/2025	can liners - black, 1.7mil (BL-1)	76.31
One Source Office Products LLC	IN-QT-7701	10/23/2025	can liners - black, 1.7mil (BL-1)	43.31
One Source Office Products LLC	IN-QT-7701	10/23/2025	can liners - black, 1.7mil (BL-1)	169.88
One Source Office Products LLC	IN-QT-7701	10/23/2025	can liners - black, 1.7mil (BL-1)	868.50
One Source Office Products LLC	OE-QT-7691-1	10/23/2025	janitorial supplies for City Hall ...	475.91
One Source Office Products LLC	OE-QT-7692-1	10/23/2025	janitorial supplies for Utilities ...	364.53
Alabama Power Company	INV0036266	10/10/2025	1622 McFarland Blvd Traffic/C...	146.21
Alabama Power Company	INV0036267	10/10/2025	1880 MCFarland Blvd Traffic/...	157.93
Samsara Inc	CI_66767	10/27/2025	fleet tracking software for PW ..	1,928.61
Grainger Inc.	9666326187a	10/09/2025	PW Shop- lubricant for bay do...	165.55
Southland International Trucks..	03C1359661	10/08/2025	PW #6379 - internal coil failure..	1,439.79
Southland International Trucks..	03C1359670b	10/13/2025	Credit PO 26-0223 Inv 03C135...	-237.50
Lowe's Home Centers Inc.	79098	10/09/2025	PW Complex - parts for outdo...	60.86
One Source Office Products LLC	IN-34839	10/23/2025	janitorial supplies for City Hall ...	27.98
Lowe's Home Centers Inc.	82003	10/13/2025	! PW Complex -electrical parts-..	142.70
Burnum-Hahn Exterminators I...	INV0036344	10/14/2025	Monthly Pest Control - PW	79.00
Amazon Capital Services	1JJJ-XNTV-DQYY	10/13/2025	deck belts for PW mowers	272.46

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Amazon Capital Services	1114-R44T-RGN6	10/13/2025	PPE - orange nitrile gloves (BL...	71.49
Amazon Capital Services	1114-R44T-RGN6	10/13/2025	PPE - orange nitrile gloves (BL...	13.00
Amazon Capital Services	1114-R44T-RGN6	10/13/2025	PPE - orange nitrile gloves (BL...	45.50
Ferguson Enterprises LLC	1613802	10/15/2025	white marking paint & flags for..	144.10
Amazon Capital Services	1R3Y-D7XK-LRDN	10/13/2025	PPE - vests, ear plugs, gloves, ...	11.92
Amazon Capital Services	1R3Y-D7XK-LRDN	10/13/2025	PPE - vests, ear plugs, gloves, ...	15.89
Amazon Capital Services	1R3Y-D7XK-LRDN	10/13/2025	PPE - vests, ear plugs, gloves, ...	59.58
Amazon Capital Services	1R3Y-D7XK-LRDN	10/13/2025	PPE - vests, ear plugs, gloves, ...	67.53
Amazon Capital Services	1R3Y-D7XK-LRDN	10/13/2025	PPE - vests, ear plugs, gloves, ...	11.92
Amazon Capital Services	1R3Y-D7XK-LRDN	10/13/2025	PPE - vests, ear plugs, gloves, ...	79.44
Amazon Capital Services	1R3Y-D7XK-LRDN	10/13/2025	PPE - vests, ear plugs, gloves, ...	11.92
Amazon Capital Services	1R3Y-D7XK-LRDN	10/13/2025	PPE - vests, ear plugs, gloves, ...	67.53
Amazon Capital Services	1R3Y-D7XK-LRDN	10/13/2025	PPE - vests, ear plugs, gloves, ...	7.94
Amazon Capital Services	1R3Y-D7XK-LRDN	10/13/2025	PPE - vests, ear plugs, gloves, ...	63.55
Amazon Capital Services	1W4F-TTD4-KJPP	10/14/2025	wireless computer mouse (Br...	18.69
Sunsouth LLC	5335977	10/14/2025	PW #2250 - hazard light repair	54.71
Lowe's Home Centers Inc.	90462	10/13/2025	5 gallon gas can for Constructi...	23.73
Lowe's Home Centers Inc.	91022	10/13/2025	carpenter pencils, lumber for ...	130.66
Tuscaloosa Tire & Service Cen...	N295782	10/14/2025	tires - PW Light Duty trucks (B...	143.79
Northport Auto Supply Co. Inc.	100988939	10/14/2025	PW #0148- fuel pump assemb...	212.39
Amazon Capital Services	1WP1-G6TL-FCPH	10/15/2025	Office Supplies- calendars, sta...	171.06
Cintas	4246433324	10/15/2025	Payer # 14385499	26.83
Grainger Inc.	9674973327	10/15/2025	cable ties for Holiday Open H...	95.79
Alabama Power Company	INV0036417	10/15/2025	Acct SB23192-17002 PW	128.02
Alabama Power Company	INV0036417	10/15/2025	Acct SB23192-17002 PW	6,036.00
Alabama Power Company	INV0036417	10/15/2025	Acct SB23192-17002 PW	2,837.46
ScentAir Holdings Inc	IUS000362400	10/28/2025	CC APPROVED 12.16.24; Scen...	459.00
Northport Auto Supply Co. Inc.	100990560	11/03/2025	PM parts & supplies for PW Li...	7.60
Suburban Farms of Northport ...	1707	10/16/2025	potting soil for city flower bed...	250.00
Southern Tire Mart LLC	2090099887	10/16/2025	CC APPROVED 10.6.25; tires - ...	4,913.90
Southern Tire Mart LLC	2090099888	10/16/2025	CC APPROVED 10.6.25; tires - ...	4,713.90
Ervin's Workwear & Boots	220000153488	10/16/2025	CC APPROVED 10.6.25; emplo...	179.99
Lowe's Home Centers Inc.	29089422695284	10/15/2025	lumber, screws, bits, etc. for c...	315.92
Tuskaloosa Lawn Equipment L...	294866	10/20/2025	drive belts for PW mowers (re...	232.17
Tuskaloosa Lawn Equipment L...	294881	10/27/2025	! PW #800e - hydraulic fitting	19.40
Lowe's Home Centers Inc.	95413	10/15/2025	sledge hammer for constructi...	18.03
One Source Office Products LLC	IN-QT-7737	10/23/2025	janitorial supplies for City Hall ...	45.62
Northport Auto Supply Co. Inc.	100989793	10/20/2025	pull cord for mowers & light e...	44.00
Southern Pipe & Supply	10408513-00	10/17/2025	concrete mix for Construction ...	291.90
Ervin's Workwear & Boots	220000153590	10/16/2025	CC APPROVED 10.6.25; emplo...	143.96
TRUCKWORX HOLDING CO INC	1130208899	10/20/2025	brake parts & supplies - Trash ...	819.84
Lowe's Home Centers Inc.	71437	10/20/2025	materials to repair shelf in PW...	16.11
Lowe's Home Centers Inc.	71477	10/20/2025	materials for a partition wall in...	475.87
TRUCKWORX HOLDING CO INC	1130209298	10/23/2025	brake parts & supplies - Trash ...	182.11
Amazon Capital Services	1D1R-1PCY-CCRL	10/21/2025	soil sample tool for Beautificat...	52.23
Amazon Capital Services	1JQY-J4JC-661M	10/21/2025	liners for downtown hanging ...	64.99
Amazon Capital Services	1WXN-MCT9-DKRQ	10/21/2025	PW #838- inlet pipe, primer bu...	80.68
McFarland Ace Hardware	6151/2	10/21/2025	propane for Forklift #1625 (BL...	27.92
Ingram Equipment Company L...	P13107	10/20/2025	PW #4484- hydraulic lines PO ...	-2,020.03
Amazon Capital Services	1LHV-HWFN-HFMH	10/21/2025	Husqvarna air filters for stock	32.99
Ervin's Workwear & Boots	220000154331	10/21/2025	CC APPROVED 10.6.25; emplo...	143.96
Ervin's Workwear & Boots	220000154332	10/21/2025	Credit PO 26-0195	-35.99
Cintas	4247175447	10/21/2025	Payer # 14385499	26.83
Spire	CM0000196	10/27/2025	1781 Harper Rd 7173423333	23.52
T-Mobile US Inc.	INV0037096	11/03/2025	Acct 976900299 PW	1,236.18
One Source Office Products LLC	OE-QT-7744-1	10/21/2025	janitorial supplies for City Hall ...	33.87
TRUCKWORX HOLDING CO INC	1130209849	10/27/2025	batteries - Heavy equipment (...)	106.80
Northport Auto Supply Co. Inc.	100992784	10/23/2025	PM parts & supplies for PW Tr...	11.93
Northport Auto Supply Co. Inc.	100992896	10/23/2025	PM parts & supplies for PW Tr...	54.76
Northport Auto Supply Co. Inc.	100992975	10/27/2025	hydraulic parts & supplies - Tr...	80.76

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Ervin's Workwear & Boots	220000154586	10/24/2025	CC APPROVED 10.6.25; emplo...	143.96
Northport Auto Supply Co. Inc.	100993269	10/27/2025	! PW #6714 - air brake fitting	13.33
Southern Tire Mart LLC	2090100341	10/27/2025	tires - PW Heavy trucks (BL-1)	2,566.63
Staples Business Advantage	6046049589	10/27/2025	office supplies for PW	473.42
Staples Business Advantage	6046049596	10/27/2025	office supplies for PW	13.69
Coker Water Authority	1001639	10/27/2025	Acct 101617	127.90
Northport Auto Supply Co. Inc.	100987627	10/27/2025	PW #9487 - strobe light asse...	289.52
Northport Auto Supply Co. Inc.	100989860	10/27/2025	tire plug kits	250.20
Alabama Ladder Co Inc	112845	10/27/2025	PW #5173- ladder rack	1,095.00
Video Industrial Services Inc.	50763A	10/28/2025	CC APPROVED 9.22.25; Main ...	4,502.84
Video Industrial Services Inc.	50763A	10/28/2025	CC APPROVED 9.22.25; Main ...	2,777.16
Video Industrial Services Inc.	50763B	10/28/2025	COUNCIL APPROVED - Drain P...	4,490.00
Lowe's Home Centers Inc.	97415	10/28/2025	Supplies as needed for Holiday..	598.19
One Source Office Products LLC	IN-35263	10/27/2025	janitorial supplies for City Hall ...	26.85
Performance Products Inc	17230	10/28/2025	panel brite for PW wash bay	130.00
Performance Products Inc	17230	10/28/2025	panel brite for PW wash bay	130.00
Performance Products Inc	17230	10/28/2025	panel brite for PW wash bay	130.00
Performance Products Inc	17230	10/28/2025	panel brite for PW wash bay	130.00
Performance Products Inc	17230	10/28/2025	panel brite for PW wash bay	130.00
Ervin's Workwear & Boots	220000155294	10/29/2025	CC APPROVED 10.6.25; emplo...	155.99
Tuskaloosa Lawn Equipment L...	295527	10/29/2025	PW #696 - starter spring & ho...	43.78
Cintas	4247916951	10/28/2025	Payer # 14385499	26.83
Cain Steel & Supply. Inc.	547707	10/29/2025	rebar for Construction (stock)	499.20
Lowe's Home Centers Inc.	99337	10/28/2025	brown mulch to freshen up Ti...	37.80
Lowe's Home Centers Inc.	99755	10/28/2025	ratchet straps for PW #3296	15.66
Lowe's Home Centers Inc.	99881	10/28/2025	*HOLD* emergency supplies f...	16.30
Veseris	CINV105357562	10/30/2025	CC APPROVED 10.20.25; aero...	18,000.00
Northport Auto Supply Co. Inc.	100992343	10/30/2025	PW #3350 - brake parts & AC ...	603.61
Northport Auto Supply Co. Inc.	100994338	10/29/2025	PM parts & supplies for PW Tr...	3.77
Ingram Equipment Company L...	P13217	11/06/2025	PW #6115 - grapple turn moto...	946.29
Wittichen Supply Co. Inc.	S108041007.001	10/30/2025	resusable capacitors for temp...	152.96
TRUCKWORX HOLDING CO INC	1130210516	11/03/2025	APPROVED EMERG + 11.17.25...	5,904.56
Amazon Capital Services	17K3-T3XJ-4TJW	10/31/2025	fluke amp meter (replacement)	415.00
Amazon Capital Services	1CRW-6G3T-7TLM	10/31/2025	battery tray & toggle switch fo...	30.66
Amazon Capital Services	1D39-6Q3X-7YWG	10/31/2025	Rokus for PW breakroom TVs	59.97
Amazon Capital Services	1LDK-RJTF-C79F	10/31/2025	Special Events - popcorn suppl...	79.63
Ervin's Workwear & Boots	220000155532	10/30/2025	superintendent coat for Scotty..	80.00
A-1 Alabama Key & Locksmith ...	504852	10/30/2025	key duplication as needed for ...	15.00
One Source Office Products LLC	IN-35398	10/31/2025	janitorial supplies for City Hall ...	18.79
One Source Office Products LLC	OE-QT-7764-1	10/31/2025	rubber boots for PW employe...	2.87
One Source Office Products LLC	OE-QT-7764-1	10/31/2025	rubber boots for PW employe...	3.83
One Source Office Products LLC	OE-QT-7764-1	10/31/2025	rubber boots for PW employe...	14.36
One Source Office Products LLC	OE-QT-7764-1	10/31/2025	rubber boots for PW employe...	16.27
One Source Office Products LLC	OE-QT-7764-1	10/31/2025	rubber boots for PW employe...	2.87
One Source Office Products LLC	OE-QT-7764-1	10/31/2025	rubber boots for PW employe...	19.12
One Source Office Products LLC	OE-QT-7764-1	10/31/2025	rubber boots for PW employe...	2.87
One Source Office Products LLC	OE-QT-7764-1	10/31/2025	rubber boots for PW employe...	16.27
One Source Office Products LLC	OE-QT-7764-1	10/31/2025	rubber boots for PW employe...	1.93
One Source Office Products LLC	OE-QT-7764-1	10/31/2025	rubber boots for PW employe...	15.31
TRUCKWORX HOLDING CO INC	1140113690	11/05/2025	! PW #9487- AC diagnosis & r...	934.22
TRUCKWORX HOLDING CO INC	1140113917	11/06/2025	! PW #4188- DPF cleaning serv...	225.00
Heritage-Crystal Clean LLC	19639366	11/03/2025	Shop's used oil & filters + clea...	382.73
Waste Connections of Alabam...	2101	11/03/2025	Acct 6085-1018	150.00
G & C Supply Co. Inc.	7007195	11/04/2025	street sign blanks & tape for T...	3,070.85
Northport Auto Supply Co. Inc.	100990091	11/06/2025	PW #1829- hazard light switch	45.52
Southern Pipe & Supply	10461165-00	11/04/2025	concrete mix for Construction ...	291.90
TRUCKWORX HOLDING CO INC	1130210826	11/05/2025	brake parts & supplies - Recycl...	855.84
TRUCKWORX HOLDING CO INC	1130210887	11/05/2025	brake parts & supplies - Garba...	71.72
Amazon Capital Services	1X41-3DYQ-9QHX	11/03/2025	root stimulator for Shirley Pla...	48.50
Verizon	6126749451PW	11/03/2025	6126749451PW	950.22

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Lowe's Home Centers Inc.	85402	11/03/2025	fertilizer for fall & winter flow...	33.23
Lowe's Home Centers Inc.	85407	11/03/2025	fertilizer for fall & winter flow...	33.23
Lowe's Home Centers Inc.	87478	11/03/2025	spruce for Shirley Place plante...	25.96
Quinton German	INV0037202	11/05/2025	Reimbursement- Class A CDL ...	56.25
TRUCKWORX HOLDING CO INC	1130210828	11/05/2025	batteries - Heavy equipment (...)	78.56
Cintas	4248626122	11/05/2025	Payer # 14385499	27.56
Walmart	6bc873cb	11/04/2025	janitorial & office supplies for ...	12.24
Walmart	6bc873cb	11/04/2025	janitorial & office supplies for ...	16.29
One Source Office Products LLC	OE-QT-7780-1	11/04/2025	janitorial supplies for Utilities ...	50.13
One Source Office Products LLC	OE-QT-7781-1	11/04/2025	janitorial supplies for Utilities ...	80.38
One Source Office Products LLC	OE-QT-7782-1	11/04/2025	janitorial supplies for Utilities ...	166.48
One Source Office Products LLC	OE-QT-7783-1	11/04/2025	janitorial supplies for City Hall ...	326.14
One Source Office Products LLC	OE-QT-7784-1	11/04/2025	janitorial supplies for Police (B...	277.06
One Source Office Products LLC	OE-QT-7785-1	11/04/2025	janitorial supplies for Public ...	270.15
Northport Auto Supply Co. Inc.	100996301	11/06/2025	PM parts & supplies for PW H...	9.43
TRUCKWORX HOLDING CO INC	1130211091	11/06/2025	! PW #4188- DPF clamp	160.13
Amazon Capital Services	1RF1-NMY3-FC6L	11/06/2025	labels for Shop inventory	15.19
Ervin's Workwear & Boots	220000156474	11/05/2025	CC APPROVED 10.6.25; emplo...	143.96
Lowe's Home Centers Inc.	92308	11/06/2025	Supplies as needed for Holiday..	43.68
One Source Office Products LLC	CP-OE-QT-7780-1-1	11/06/2025	Glade PlugIns Scented Oil Wa...	-13.97
Department 37 - Public Works Total:				141,605.13

Department: 39 - Utilities

Electric Motor Sales & Service ...	633287	10/22/2025	Council Approved - Aeration B...	6,483.94
Empire Pipe and Supply Comp...	2200794	10/22/2025	5/8" Master Meter Registers (...)	4,440.00
Empire Pipe and Supply Comp...	2217382	10/24/2025	Radio Read Registers - Yellow	8,880.00
Empire Pipe and Supply Comp...	2217382	10/24/2025	Radio Read Registers - Orange	1,850.00
Cintas	4243784261	10/17/2025	Payer # 14385521	25.88
Xerox Corporation	IN3626728WS	10/22/2025	Per COpy Charge 8/29-9/28/25	9.21
Xerox Corporation	IN3626728WS	10/22/2025	Per COpy Charge 8/29-9/28/25	93.18
Xerox Corporation	IN3626728WS	10/22/2025	Per COpy Charge 8/29-9/28/25	3.89
Spire	INV0036807	10/27/2025	7645 Hwy 69N 0423132222	15.62
Masterman's LLP	1102880191	10/15/2025	Work Gloves	55.82
Masterman's LLP	1102880191	10/15/2025	Work Gloves	60.67
DCH Occupational Medicine	00025927-00	10/17/2025	New Hire/Post Accident/Rand...	234.00
Ferguson Enterprises LLC	1612027	10/27/2025	3/4" Comp x 3/4" Comp Curbs...	1,597.76
Living Water Utilities LLC	19051	10/10/2025	AGENDA (10/6/25) - Yearly Lab..	1,421.22
CSL Services Inc.	25-04	10/14/2025	Townes of North Lake Study	2,000.00
Warrior Waste Services LLC	I14848	10/16/2025	AGENDA (7/7/25) - Sludge Hau..	90.00
Midstates Petroleum Company	INV0036358	10/14/2025	Acct 10207 Utilities	6,584.07
Cassady Company Inc The	Proj 25-105 Inv 3	10/07/2025	Prof. Eng. Services - 9th St Se...	2,012.40
Warrior Waste Services LLC	I14673	10/16/2025	AGENDA (10/6/25) - Sludge H...	200.00
Riverside Feed & Seed	1024061636760	10/10/2025	Hay Bales	15.00
Cintas	4245272228	10/13/2025	Payer # 14385521	25.88
Warrior Waste Services LLC	I15631	10/16/2025	AGENDA (7/7/25) - Sludge Hau..	200.00
Warrior Waste Services LLC	I15648	10/16/2025	AGENDA (7/7/25) - Sludge Hau..	200.00
Warrior Waste Services LLC	I15649	10/16/2025	AGENDA (10/6/25) - Sludge H...	200.00
CivilCON LLC	Contract A PS Inv 8	10/13/2025	Hwy 82 PS Contract A	627,334.47
Warrior Waste Services LLC	I15657	10/16/2025	AGENDA (7/7/25) - Sludge Hau..	200.00
Northport Auto Supply Co. Inc.	100986971	10/13/2025	Water Truck #7892 Battery Ca...	65.30
Warrior Waste Services LLC	I15682	10/16/2025	AGENDA (10/6/25) - Sludge H...	200.00
USA BlueBook	INV00849998	10/08/2025	Lab Supplies for WTP	1,047.90
Hach	14707065	10/15/2025	Blanket - Lab Chemicals at WTP	1,340.27
Warrior Waste Services LLC	I15707	10/10/2025	AGENDA (10/6/25) - Sludge H...	200.00
Electric Machine Control Inc.	INV-0688	10/08/2025	Blower 2-3 Troubleshoot, Insta..	1,420.00
Northport Auto Supply Co. Inc.	100989146	10/13/2025	WWTP Truck #0136 PVC Valve	6.81
Pace Analytical LLC	2535692411	10/09/2025	AGENDA (10/6/25) - Yearly Lab..	1,369.00
Xerox Corporation	41012304UT	10/15/2025	Contract Charge 9/29-10/28/...	133.91
Xerox Corporation	41012304UT	10/15/2025	Contract Charge 9/29-10/28/...	221.74
Xerox Corporation	41012304UT	10/15/2025	Contract Charge 9/29-10/28/...	133.91
Cintas	4246000561	10/10/2025	Payer # 14385521	25.88

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Southern Ionics Incorporated	738685	10/16/2025	Council Approved - Aluminum...	4,812.32
Lowe's Home Centers Inc.	79026	10/16/2025	Exit Signs at Utilities	57.93
Consolidated Pipe & Supply C...	AL0945104	10/10/2025	3/4" Coupling	414.00
Warrior Waste Services LLC	I15739	10/10/2025	AGENDA (10/6/25) - Sludge H...	200.00
Ander's Hardware Co. Inc.	N1290117	10/10/2025	Blanket - Misc. Materials and ...	119.51
Southern Pipe & Supply	10344774-00	10/15/2025	2" SS Pipe	399.00
Southern Pipe & Supply	10362375-00	10/15/2025	5' Style 129 Fire Hydrant	2,700.89
Southern Pipe & Supply	10375615-00	10/15/2025	Mortar Mix	117.80
Southern Pipe & Supply	10381320-00	10/15/2025	3/4" PVC Pipe	10.00
Warrior Waste Services LLC	I15759	10/13/2025	AGENDA (10/6/25) - Sludge H...	200.00
Warrior Waste Services LLC	I15767	10/13/2025	AGENDA (10/6/25) - Sludge H...	200.00
Burnum-Hahn Exterminators I...	INV0036346	10/14/2025	Monthly Pest Control - Utilities	177.00
A T & T	8826738011UT	10/21/2025	831-001-2475 849	1,931.94
Northport Auto Supply Co. Inc.	100988260	10/16/2025	Meter Truck #5414 Water Pu...	89.72
Northport Auto Supply Co. Inc.	100988351	10/16/2025	Meter Truck #5414 Suspension	470.54
Ferguson Enterprises LLC	1613195	10/14/2025	Thickster Gloves for WTP	120.00
Brenntag MidSouth Inc.	BMS38546	10/15/2025	Council Approved - Sodium H...	8,001.72
Warrior Waste Services LLC	I15770	10/13/2025	AGENDA (10/6/25) - Sludge H...	200.00
Allied Universal Corporation	I3052057	10/15/2025	Council Approved - Hypo for ...	8,225.28
Wittichen Supply Co. Inc.	S108024913.001	10/14/2025	WTP A/C Fan Motor & Capacit...	150.38
Northport Auto Supply Co. Inc.	100990087	10/16/2025	WTP Durango #9738 Repairs	174.66
Davis Materials Inc	14082	10/21/2025	825B Stone	2,509.58
Cintas	4246433284	10/14/2025	Payer #14385564	27.89
Lowe's Home Centers Inc.	93341	10/14/2025	9 Volt Batteries	28.94
Lowe's Home Centers Inc.	93348	10/14/2025	5 Gallon Gas Can	23.73
Warrior Waste Services LLC	I15782	10/14/2025	AGENDA (10/6/25) - Sludge H...	200.00
Alabama Power Company	INV0036421	10/15/2025	Acct SB23192-17002 Utilities	93,803.31
Alabama Power Company	INV0036421	10/15/2025	Acct SB23192-17002 Utilities	128.02
Empire Pipe and Supply Comp...	2221343	10/16/2025	4" x 7" PVC Full Circle Repair C...	279.84
Empire Pipe and Supply Comp...	2221430	10/23/2025	1" Master Meters	1,146.00
Verizon	6126096971	10/27/2025	Acct 642325112-00001	1,059.18
Maxco Distributors Inc.	62432	10/23/2025	Open Gear Grease for WTP	238.35
Lowe's Home Centers Inc.	96419	10/16/2025	Bungee Cords	22.31
Warrior Waste Services LLC	I15828	10/16/2025	AGENDA (10/6/25) - Sludge H...	200.00
Paint Spot	N0317069	10/15/2025	Paint for WWTP Doors	46.99
Ander's Hardware Co. Inc.	N1290706	10/16/2025	Blanket - Misc. Materials and ...	54.95
Computer Network Inc.	S-INV102125	10/17/2025	Billing Office Online Backup	270.00
Hach	14717553	10/24/2025	Blanket - Lab Chemicals at WTP	219.40
Cintas	4246724317	10/17/2025	Payer # 14385521	39.11
Parkson Corporation	AR1-51044921	10/17/2025	AGENDA (10/6/25) - Diffusers...	30,876.00
Warrior Waste Services LLC	I15848	10/16/2025	AGENDA (10/6/25) - Sludge H...	200.00
Spire	INV0036673	10/22/2025	Northwood Garden Dr 87295...	18.79
Paint Spot	N0317074	10/21/2025	WWTP Kitchen Wall Paint	28.99
Tuscaloosa Tire & Service Cen...	N295857	10/16/2025	Meter Truck #5414 Tire & Alig...	215.62
Warrior Waste Services LLC	I15870	10/17/2025	AGENDA (10/6/25) - Sludge H...	200.00
Warrior Waste Services LLC	I15883	10/21/2025	AGENDA (10/6/25) - Sludge H...	200.00
Comcast Cable	INV0036809	10/27/2025	3521 3rd St S 8396 90 014 02...	381.36
Northport Auto Supply Co. Inc.	100991142	10/22/2025	Water Truck #7892 Gas Cap	6.15
TSC Service & Supply Inc.	6209	10/21/2025	Annual Pressure Washer Servi...	39.98
Carmeuse Lime & Stone Inc.	95457802	10/24/2025	Council Approved - Hydrated L...	5,174.03
Warrior Waste Services LLC	I15890	10/21/2025	AGENDA (10/6/25) - Sludge H...	200.00
Southern Pipe & Supply	10424140-00	10/22/2025	6" x 12" Anchor Couplings	856.08
Southern Pipe & Supply	10424140-00	10/22/2025	6" MJ 90's	397.58
Spectrum Business	138295201102125	10/27/2025	11405 Lary Lake Rd 138295201	100.00
Ferguson Enterprises LLC	1611834-1	10/24/2025	2 1/2" PVC Pipe	90.00
Ferguson Enterprises LLC	1611836	10/24/2025	Master Locks	507.84
Ferguson Enterprises LLC	1614137	10/24/2025	2" MIP x 2" FIP Corp Stop	581.22
Ferguson Enterprises LLC	1614257	10/22/2025	3/4" Repair Clamp	461.70
Ferguson Enterprises LLC	1614260	10/24/2025	Thickster Gloves for WWTP	240.00
Ferguson Enterprises LLC	1614576	10/24/2025	2" DI Cutting Tap	191.84

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Cintas	4247175400	10/21/2025	Payer # 14385564	27.89
Winfield Tool & Equipment Re...	639401-0001	10/22/2025	Blanket - Air Compressor Rent...	184.63
Walmart	669821a7	10/21/2025	Blanket - Distilled Water for L...	9.04
Sequel Electrical Supply	931346691	10/22/2025	Utilities Locker Room Lights	268.98
Walmart	aca68d6e	10/22/2025	Blanket - Distilled Water for L...	16.44
Warrior Waste Services LLC	I15905	10/21/2025	AGENDA (10/6/25) - Sludge H...	200.00
Alabama Rural Water Associat...	INV0036610	10/21/2025	SWP Membership Renewals fo...	225.00
Spire	INV0036805	10/27/2025	1000 Harpercreek dr 3698223...	17.20
Comcast Cable	INV0036902	10/28/2025	3950 3rd ST S 8396 90 014 01...	341.52
T-Mobile US Inc.	INV0037100	11/03/2025	Acct 976900299 UT	529.13
Ander's Hardware Co. Inc.	N1291338	10/22/2025	Blanket - Misc. Materials and ...	12.99
Northport Auto Supply Co. Inc.	100991840	10/23/2025	Crane Truck #3950 Repairs	366.66
Southern Pipe & Supply	10431493-00	10/23/2025	MJ9U 6" MJ 90 BEND C153	-1,253.66
Southern Pipe & Supply	10431526-00	10/23/2025	MJ9U 6" MJ 90 BEND C153	1,253.66
Ferguson Enterprises LLC	1611836-1	10/24/2025	Master Locks	253.92
Ferguson Enterprises LLC	1613765	10/24/2025	2" x 7" PVC Repair Clamp	404.34
Walmart	7163cb86	10/22/2025	PO 26-0044	-16.44
Brenntag MidSouth Inc.	BMS44542	10/23/2025	Council Approved - Calcium H...	4,250.00
Warrior Waste Services LLC	I15948	10/22/2025	AGENDA (10/6/25) - Sludge H...	200.00
Northport Auto Supply Co. Inc.	100992942	10/28/2025	Meter Truck #5414 Wiper Bla...	8.62
Southern Pipe & Supply	10434347-00	10/24/2025	Anchor Lugs	132.00
Pace Analytical LLC	2535694735	10/24/2025	AGENDA (10/6/25) - Yearly Lab..	1,561.20
Cedar Chem LLC	39669	10/24/2025	Council Approved - Polymer fo...	3,485.36
Cintas	4247490632	10/24/2025	Payer # 14385521	52.33
Univar Inc.	53424401	11/03/2025	Council Approved - Flouride fo...	9,161.10
Warrior Waste Services LLC	I15983	10/24/2025	AGENDA (10/6/25) - Sludge H...	200.00
Riverside Feed & Seed	1027246522520	10/24/2025	Hay Bales	15.00
Southern Pipe & Supply	10392124-00	10/27/2025	8"x2" Strap FIP Saddle	215.96
Southern Pipe & Supply	10392124-00	10/27/2025	2" Backflow Preventors	1,135.98
Southern Pipe & Supply	10394992-00	10/27/2025	Council Approved - 5' Fire Hyd...	5,401.78
Southern Pipe & Supply	10425424-00	10/27/2025	Blue Marking Paint	352.80
Southern Pipe & Supply	10425424-00	10/27/2025	Green Marking Paint	117.60
Ferguson Enterprises LLC	1612237	10/27/2025	3/4" Comp x 3/4" Comp Curbs...	399.44
Ferguson Enterprises LLC	1613764	10/27/2025	6" Riser for 30" Manhole at ...	113.99
Lowe's Home Centers Inc.	90998	10/27/2025	Blanket - Maintenance Tools...	127.29
Warrior Waste Services LLC	I15991	10/24/2025	AGENDA (10/6/25) - Sludge H...	200.00
Warrior Waste Services LLC	I16003	10/29/2025	AGENDA (10/6/25) - Sludge H...	200.00
Xerox Corporation	IN3676897UT	11/03/2025	Per Copy Charges 9/29-10/28...	8.70
Xerox Corporation	IN3676897UT	11/03/2025	Per Copy Charges 9/29-10/28...	95.31
Xerox Corporation	IN3676897UT	11/03/2025	Per Copy Charges 9/29-10/28...	1.81
Staples Business Advantage	6046049588	10/27/2025	Correction Tape	12.99
Staples Business Advantage	6046049588	10/27/2025	G2 Pens	12.04
Staples Business Advantage	6046049588	10/27/2025	Scotch Tape	4.95
Staples Business Advantage	6046049588	10/27/2025	HP 26A Black Toner	244.12
Staples Business Advantage	6046049588	10/27/2025	Copy Paper	118.47
Staples Business Advantage	6046049588	10/27/2025	Calculator Paper	20.25
Empire Pipe and Supply Comp...	2217608	10/28/2025	2" Backflow Preventors	938.00
Empire Pipe and Supply Comp...	2223142	10/28/2025	Radio Read Registers - Orange	7,030.00
Garver LLC	2300207-5	11/03/2025	Council Approved - WWTP Ma...	35,778.00
Sequel Electrical Supply	931379336	10/28/2025	Utilities Locker Room Lights	-25.88
Lowe's Home Centers Inc.	97355	10/28/2025	Blanket - Misc. Supplies for W...	55.04
Warrior Waste Services LLC	I16009	10/29/2025	AGENDA (10/6/25) - Sludge H...	200.00
Tuscaloosa Tire & Service Cen...	N295992	10/27/2025	Inventory Truck #3297 Tire	138.50
Wittichen Supply Co. Inc.	S108074097.001	10/28/2025	Air Filters for WTP	67.68
Northport Auto Supply Co. Inc.	100993944	10/29/2025	PX ULTRA BLACK SILICO	-0.01
Ferguson Enterprises LLC	1616020	10/30/2025	Tapping Compound	70.00
Ferguson Enterprises LLC	1616023	10/30/2025	Marking Paint Wand	73.00
Ferguson Enterprises LLC	1616033	10/30/2025	Micro Flex Gloves	155.88
Power and Rubber Supply	3503721	10/29/2025	Hose Assembly for Raw Water...	387.39
Cintas	4247917015	10/28/2025	PAYER # 14385564	27.89

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Lowe's Home Centers Inc.	98342	10/28/2025	Blanket - Maintenance Tools...	10.15
Warrior Waste Services LLC	I16010	10/29/2025	AGENDA (10/6/25) - Sludge H...	200.00
Alabama Dept of Environment...	INV0036887	10/28/2025	Water Grade IV Exam Fee	325.00
Northport Auto Supply Co. Inc.	100993870	10/30/2025	UT Truck #4537 Btattery	176.37
Warrior Waste Services LLC	I16011	10/29/2025	AGENDA (10/6/25) - Sludge H...	200.00
Warrior Waste Services LLC	I16012	10/29/2025	AGENDA (10/6/25) - Sludge H...	200.00
Carus LLC	SLS-10124185	11/04/2025	Council Approved - Phosphate...	13,369.20
Southern Pipe & Supply	10413945-00	10/31/2025	14 1/2" x 20" Meter Box w/ Lid	1,032.00
Cintas	4248238961	10/31/2025	Payer # 14385521	25.88
Dana Safety Supply	987302	11/03/2025	Water Truck #8482 Light Bar	1,712.50
OESCO LLC	115244	10/31/2025	Cardstock Receipt Paper for Bil..	365.99
Pace Analytical LLC	2520476443	10/31/2025	Blanket - WWTP Sample Testi...	357.20
Southern Ionics Incorporated	740302	11/05/2025	Council Approved - Aluminum...	4,858.87
High Cotton	9233	11/03/2025	Monthly Billing	10,148.06
Krebs Engineering Inc.	Proj 23016 Inv 15	11/04/2025	Council Approved - WWTP Out..	9,797.94
Krebs Engineering Inc.	Proj 23016 Inv 15b	11/04/2025	Amendment #1 - TOD #43- ...	5,922.94
City of Tuscaloosa Water & S...	11537691	11/03/2025	RAW WATER/NORTHPORT 9/6...	37,366.74
Verizon	6126749451UT	11/03/2025	Acct 423469999-00001	1,135.33
Sequel Electrical Supply	931424977	11/05/2025	Phase Monitor for Clarifier #3 ...	175.42
Walmart	9b7db28c	11/04/2025	Microwave for Kitchen at WW...	130.00
CivilCON LLC	Contract A PS Sewer Inv 9	11/05/2025	Hwy 82 PS Contract A	542,384.01
Department 39 - Utilities Total:				1,545,914.68
Department: 40 - Williamson Cemetery				
HudCo Landscape and Irrigati...	67	10/28/2025	Williamson Cemetery - ground...	4,444.00
Alabama Power Company	INV0036417	10/15/2025	Acct SB23192-17002 PW	34.59
Department 40 - Williamson Cemetery Total:				4,478.59
Department: 41 - Outside Agency Funding				
City of Tuscaloosa	10392	10/21/2025	FY25Q4 Shelter Improvement...	39.20
Tuscaloosa County Commission	0725	10/21/2025	FY25Q4 EMA Operations Share	25,693.80
Tuscaloosa Metro Animal Shel...	INV0037172	11/04/2025	Animal Control Contract - Nov...	19,473.40
Department 41 - Outside Agency Funding Total:				45,206.40
Department: 43 - Incentives				
Alabama Donuts LLC	INV0036332	10/14/2025	Economic Incentive Payment	1,501.08
Mansa-NPT LLC	INV0036333	10/14/2025	Economic Incentive Payment	32,108.27
North Square Properties LLC	INV0036442	10/15/2025	Economic Incentive payment	6,597.73
North Square Properties LLC	INV0037110	11/03/2025	Economic Incentive Payment	6,194.17
Alabama Donuts LLC	INV0037111	11/03/2025	Economic Incentive Payment	1,420.66
Mansa-NPT LLC	INV0037112	11/03/2025	Economic Incentive Payment	41,270.97
Department 43 - Incentives Total:				89,092.88
Department: 45 - 2019 Additional Sales Tax				
Duncan Coker P.C.	Proj 25-78 Inv 2	10/24/2025	Summit Sinkhole Repair Engin...	500.00
Control Systems Inc	I0128177	10/14/2025	RRP - Fire Alarm Programming	300.00
Duncan Coker P.C.	Proj 25-78 Inv 3	10/24/2025	Summit Sinkhole Repair Engin...	5,439.50
Thompson Engineering Inc	250803308	10/23/2025	Hwy 43/Hwy 69 Connector PE	12,340.00
Duncan Coker P.C.	Proj 25-78 Inv 4	10/24/2025	Summit Sinkhole Repair Engin...	1,834.00
Dominion Construction Co. Inc.	Downtown Sdwlk/Stcpe Impr...	10/23/2025	Streetscape Phase III Construct..	113,897.96
Kimley-Horn and Associates In...	014520007-0925	10/28/2025	ADA Transition Plan Phase III	32,970.00
Video Industrial Services Inc.	Proj Summit Sinkhole Inv 1a	11/06/2025	CO#1 - Summit Sinkhole Repair	2,784.79
Video Industrial Services Inc.	Proj Summit Sinkhole Inv 1a	11/06/2025	CO#1 - Summit Sinkhole Repair	7,027.71
Video Industrial Services Inc.	Proj Summit Sinkhole Inv 1b	11/06/2025	Summit Sinkhole Emergency ...	96,910.00
Thompson Engineering Inc	250902631	10/21/2025	Hwy 43/Hwy 69 Connector PE	17,095.00
Alabama Dept of Transportati...	INV0037179	11/04/2025	Main Avenue Non-Eligible CN	266,801.75
Ander's Hardware Co. Inc.	N1290140	10/09/2025	Material to Secure Seating at T..	189.61
JLS Sales Inc.	3019867	10/10/2025	Tools for 5th St. RR Barrier Re...	4,375.95
G & C Supply Co. Inc.	7004726	10/15/2025	Traffic Controls Signs - 5th St. ...	626.50
TTL Inc.	2156763	10/14/2025	Preliminary Eng. - Hospital Dri...	7,817.75
TTL Inc.	2156765	10/14/2025	Streetscape Phase III - CE&I	38,720.70
TTL Inc.	2157169a	10/21/2025	Amendment #4_TTL_Northpo...	16,371.70
TTL Inc.	2157169b	10/21/2025	Amendment No. 3 - TTL - Spor...	19,396.80

Expense Approval Report

Payment Dates: 10/16/2025 - 11/12/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Duncan Coker P.C.	Proj 25-78 Inv 5	10/24/2025	Summit Sinkhole Repair Engin...	976.00
Alatech Solutions LLC	103343	10/28/2025	RRP - Network Infrastructure ...	14,000.00
Alatech Solutions LLC	103344	10/28/2025	RRP - Add'l Netowrk Infrastruc...	5,628.00
Vestre Inc	4290	10/28/2025	RRP Outdoor Furniture	49,755.00
JLS Sales Inc.	1020244	10/29/2025	Rebar Cutter for Installation	362.13

Department 45 - 2019 Additional Sales Tax Total: 716,120.85

Department: 46 - Parks & Recreation

SNAP Sports Tourism Consulti...	401	10/14/2025	SNAP Monthly Consulting Fee	3,200.00
One Source Office Products LLC	IN-QT-7697	10/28/2025	janitorial supplies for NPCC (B...	347.67
SNAP Sports Tourism Consulti...	INV0036565	10/20/2025	Reimbursement - US Sports c...	284.02
Your Real Next Step	INV0036558	10/20/2025	monthly janitorial service for ...	3,100.00
Alatech Solutions LLC	103333	10/15/2025	- Monthly Maintenance & Sup...	1,975.00
Infomedia Inc	391402	10/15/2025	Monthly Maintenance for We...	195.00
Alabama Power Company	INV0036624	10/21/2025	Oliver Dam Rd RVRPK/UNreg ...	1,732.86
JNJ Apparel LLC	39	10/17/2025	T-Shirts - Merch for RRP Park S...	1,120.50
Spire	INV0036672	10/22/2025	1991 Park St 8485182955	15.62
SNAP Sports Tourism Consulti...	INV0036568	10/20/2025	Reimbursement TEAM Sports ...	281.66
Northport Sports Complex De...	18	10/28/2025	Northport Sports Developmen...	35,000.00
Capacity Sports Group LLC	1006	11/04/2025	Capacity - October Managem...	7,425.00
SNAP Sports Tourism Consulti...	402	11/04/2025	SNAP Consulting Fees - North...	3,200.00
Amazon Capital Services	13J6-WQ6R-47NT	11/04/2025	privacy indicator deadbolts for..	188.61
Lowe's Home Centers Inc.	88203	11/05/2025	Credit Rec'd PO 26-0525	18.98
Lowe's Home Centers Inc.	88952	11/05/2025	Credit PO 26-0525	-18.98
Lowe's Home Centers Inc.	88979	11/05/2025	deadbolt for Visitors Center ex...	14.71
One Source Office Products LLC	OE-QT-7786-1	11/04/2025	janitorial supplies for NPCC (B...	165.27

Department 46 - Parks & Recreation Total: 58,245.92

Grand Total: 3,550,313.85

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	1,735,583.23
19 - GASOLINE EXCISE TAX FUND	261,795.83
22 - MUNICIPAL COURT JUDICAL ADMIN FUND	6,809.35
50 - WATER & SEWER FUND	1,546,125.44
Grand Total:	3,550,313.85

Account Summary

Account Number	Account Name	Payment Amount
01-10152	Accounts Receivable-AL...	167,098.07
01-13-102-50245	Development Funds - Dis...	500.00
01-13-104-50245	Development Funds - Dis...	500.00
01-13-105-50245	Development Funds - Dis...	500.00
01-13-110-50105	Office Supplies	81.46
01-13-110-50203	Presentations & Awards	268.48
01-13-110-50312	Cell Phones	468.19
01-15-000-50100	Dues	12,450.00
01-15-000-50105	Office Supplies	766.07
01-15-000-50175	Sundry Expense	514.38
01-15-000-50210	Professional Services	3,226.25
01-15-000-50250	Community Events	1,881.66
01-15-000-50312	Cell Phones	185.34
01-15-000-50350	Insurance - General Fund	75.00
01-15-000-50353	Claims	240.00
01-15-000-50357	Janitorial Contracts - City...	152.85
01-15-000-50359	Fuel & Oil	655.10
01-15-000-50366	Maintenance & Repair - ...	722.61
01-15-000-50371	Maintenance - Facilities	360.18
01-15-000-50383	Repair - Facilities	1,968.74
01-15-000-50501	Utilities - Power	8,768.08
01-15-000-50561	Pest Control	79.00
01-15-000-50570	Northport Community C...	1,442.31
01-15-000-50573	Civitan Park	620.68
01-15-000-50590	Utilities - Other	765.95
01-15-600-80008	Tiger Park	19,640.72
01-16-000-50112	Advertising	181.35
01-16-000-50247	Outsourced Legal Servic...	17,786.90
01-16-000-50312	Cell Phones	77.57
01-16-000-50420	Travel	33.56
01-16-000-50421	Lodging	555.00
01-17-000-50105	Office Supplies	442.01
01-17-000-50218	A.C.J.I.C. Computer - L.E....	355.00
01-17-000-50223	Translator Expenses	360.00
01-17-000-50312	Cell Phones	47.08
01-17-000-50359	Fuel & Oil	21.79
01-17-000-50373	Judicial Services - Court ...	3,934.35
01-17-000-50499	State & County Court Co...	52,483.54
01-21007	Security Deposits	1,000.00
01-22-000-50106	Office Equipment	2,550.17
01-22-000-50108	Equipment - Computers...	184.82
01-22-000-50109	Equipment - Routers & S...	2,029.45
01-22-000-50111	Software - License & Ma...	90,239.00
01-22-000-50312	Cell Phones	566.25
01-22-000-50348	Utilities - Internet	32,044.79
01-22-000-50376	Service Contracts	2,240.00
01-25-000-50312	Cell Phones	201.33
01-25-000-50433	Taxpayer Business Audit...	281.25
01-26-000-50239	Presentations & Awards	46.80

Account Summary

Account Number	Account Name	Payment Amount
01-26-000-50312	Cell Phones	120.67
01-26-000-50340	Drug Testing - Random	471.00
01-28-000-50105	Office Supplies	69.04
01-28-000-50312	Cell Phones	438.97
01-28-116-50112	Advertising - Planning C...	113.40
01-32-000-50105	Office Supplies	46.54
01-32-000-50106	Office Equipment	-77.63
01-32-000-50175	Sundry Expense	64.87
01-32-000-50283	Uniforms	-29.99
01-32-000-50312	Cell Phones	627.77
01-32-000-50503	Utilities - Power - Traffic ...	517.66
01-32-000-50504	Power - Street Lights	29,071.38
01-33-000-50010	Hiring & Recruitment Ex...	260.00
01-33-000-50100	Dues	1,100.00
01-33-000-50102	Postage	7.47
01-33-000-50105	Office Supplies	1,381.01
01-33-000-50108	Equipment - Computers...	1,083.36
01-33-000-50111	Software - License & Ma...	3,400.00
01-33-000-50218	A.C.J.I.C. Computer - L.E....	4,895.00
01-33-000-50283	Uniforms	3,274.15
01-33-000-50312	Cell Phones	2,716.70
01-33-000-50355	Communication System -...	500.00
01-33-000-50359	Fuel & Oil	15,172.81
01-33-000-50363	Maintenance Contracts -...	105.69
01-33-000-50367	Maintenance & Repair - ...	9,320.72
01-33-000-50382	Repair - Public Safety C...	1,710.78
01-33-000-50402	Training - Departmental	125.00
01-33-000-50406	Communication System -...	20,500.00
01-33-000-50408	Communication System -...	412.17
01-33-000-50502	Utilities - Power	7,544.21
01-33-000-50515	Decedent Transport	1,205.00
01-33-000-50522	Utilities - Natural Gas	62.93
01-33-000-50562	Pest Control	179.00
01-33-000-50563	Utilities - Power - Comm...	1,598.34
01-33-000-50590	Utilities - Other	497.45
01-35-210-50010	Hiring & Recruitment Ex...	2,919.50
01-35-210-50100	Dues	550.00
01-35-210-50283	Uniforms	97.00
01-35-210-50288	Uniform Accessories	14.00
01-35-210-50312	Cell Phones	74.40
01-35-210-50359	Fuel & Oil	3,676.02
01-35-210-50377	Supplies & Equipment - ...	122.80
01-35-210-50402	Training - Departmental	2,516.15
01-35-210-50410	Maintenance & Repair - ...	382.21
01-35-210-50415	Maintenance & Repair - ...	138.54
01-35-210-50500	Utilities - Power	5,030.64
01-35-210-50520	Utilities - Natural Gas	249.80
01-35-210-50560	Pest Control	286.00
01-35-211-50360	Maintenance - Station 1	41.40
01-35-211-50380	Repairs - Station 1	1,985.00
01-35-211-50434	Janitorial Supplies - Stati...	394.62
01-35-212-50279	Living Quarters Supplies -..	511.08
01-35-212-50360	Maintenance - Station 2	41.38
01-35-212-50380	Repairs - Station 2	663.74
01-35-212-50434	Janitorial Supplies - Stati...	163.57
01-35-213-50279	Living Quarters Supplies -..	473.10
01-35-213-50360	Maintenance - Station 3	41.38
01-35-213-50380	Repairs - Station 3	138.44

Account Summary

Account Number	Account Name	Payment Amount
01-35-213-50434	Janitorial Supplies - Stati...	63.67
01-35-214-50360	Maintenance - Station 4	353.54
01-35-214-50380	Repairs - Station 4	36.32
01-35-214-50434	Janitorial Supplies - Stati...	75.45
01-35-215-50227	Equipment - Engine 1	43.42
01-35-216-50227	Equipment - Engine 2	12.40
01-35-217-50227	Equipment - Engine 3	12.40
01-35-218-50227	Equipment - Engine 4	12.40
01-35-219-50227	Equipment - Engine 5	12.40
01-35-220-50227	Equipment - Engine 6	12.40
01-35-221-50242	Medical Supplies - Engin...	485.66
01-35-223-50242	Medical Supplies - Rescue	456.16
01-35-600-80000	Equipment	117,467.87
01-37-310-50010	Hiring & Recruitment Ex...	1,035.00
01-37-310-50105	Office Supplies	689.10
01-37-310-50238	Personal Safety Supplies ...	14.79
01-37-310-50256	GPS Tracking	3,857.22
01-37-310-50261	Uniform Shirts, Pants, &...	619.85
01-37-310-50265	Boots	335.98
01-37-310-50277	Janitorial Supplies	692.70
01-37-310-50303	Cleaning/Janitorial Suppl...	897.17
01-37-310-50305	Contract Services	976.61
01-37-310-50312	Cell Phones	2,186.40
01-37-310-50337	Cleaning/Janitorial Suppl...	717.24
01-37-310-50356	Cleaning/Janitorial Suppl...	955.16
01-37-310-50359	Fuel & Oil	16,765.82
01-37-310-50375	Miscellaneous Drainage ...	4,502.84
01-37-310-50400	Training	56.25
01-37-310-50451	Solid Waste Authority C...	33,539.34
01-37-310-50473	Auxiliary Services Suppli...	316.94
01-37-310-50500	Utilities - Power	6,164.02
01-37-310-50503	Power - Traffic Signals	3,141.60
01-37-310-50520	Utilities - Natural Gas	23.52
01-37-310-50560	Pest Control	79.00
01-37-311-50221	Hand Tools - Beautificati...	52.23
01-37-311-50234	Supplies - Beautification	922.68
01-37-311-50238	Personal Safety Supplies ...	19.72
01-37-311-50387	Supplies - Community Ev...	817.29
01-37-312-50221	Hand Tools - Construction	18.03
01-37-312-50234	Supplies - Construction	3,068.52
01-37-312-50238	Personal Safety Supplies ...	73.94
01-37-313-50234	Supplies - Garbage	299.88
01-37-313-50238	Personal Safety Supplies ...	155.29
01-37-314-50221	Hand Tools - Maintenanc...	415.00
01-37-314-50234	Supplies - Maintenance	152.96
01-37-314-50238	Personal Safety Supplies ...	14.79
01-37-315-50234	Supplies - Rights of Way	998.50
01-37-315-50238	Personal Safety Supplies ...	98.56
01-37-316-50234	Supplies - Shop	265.39
01-37-316-50238	Personal Safety Supplies ...	14.79
01-37-317-50238	Personal Safety Supplies ...	96.80
01-37-318-50360	Maintenance - Public W...	240.52
01-37-318-50380	Repairs - Public Works B...	552.84
01-37-320-50360	Maintenance - Garbage ...	5,370.75
01-37-321-50360	Maintenance - Heavy Eq...	194.79
01-37-321-50380	Repairs - Heavy Equipm...	54.71
01-37-322-50360	Maintenance - Heavy Tr...	2,566.63
01-37-323-50360	Maintenance - Trash Tru...	5,782.54

Account Summary

Account Number	Account Name	Payment Amount
01-37-323-50380	Repairs - Trash Trucks	8,293.90
01-37-324-50360	Maintenance - Light Duty..	1,246.39
01-37-324-50380	Repairs - Light Duty Vehi...	861.52
01-37-325-50227	Trailers and Service Equi...	3.77
01-37-326-50360	Maintenance - Mowers ...	537.62
01-37-326-50380	Repairs - Mowers & Light..	187.86
01-37-328-50238	Personal Safety Supplies ...	9.87
01-37-328-50276	Street and Traffic Signs	3,070.85
01-37-331-50234	Supplies-Recycling	130.00
01-37-331-50238	Personal Safety Supplies...	124.36
01-37-331-50360	Maintenance - Recycling...	855.84
01-37-331-50380	Repair - Recycling Trucks	1,202.29
01-37-600-80000	Equipment	22,490.00
01-37-600-80001	Infrastructure	2,777.16
01-40-000-50360	Maintenance - Williams...	4,444.00
01-40-000-50500	Utilities - Power - Willia...	34.59
01-40121	NPCC Rental Income	1,200.00
01-41-000-50803	Metro Animal Shelter	19,512.60
01-41-000-50812	EMA Annual Funding	25,693.80
01-43-000-60902	North Square Property	12,791.90
01-43-000-60903	MANSA-NPT, LLC	73,379.24
01-43-000-60904	Alabama Donuts, LLC	2,921.74
01-45-000-54004	Recreational Facilities	105,451.50
01-45-000-54300	Responsible	32,970.00
01-45-000-54305	Storm Sewer Rehab/Rep...	108,444.29
01-45-000-54307	Main Ave	266,801.75
01-45-000-54310	Drainage Improvements ...	7,027.71
01-45-000-54311	Hospital Drive	7,817.75
01-45-000-54313	5th St Railroad Bridge	5,364.58
01-45-000-54314	Hwy43/Hwy69 Connecto...	29,435.00
01-45-000-54406	Civitan Park	189.61
01-45-600-54201	Downtown Streetscape	152,618.66
01-46-000-50210	Professional Services	3,200.00
01-46-000-50570	Northport Community C...	3,612.94
01-46-000-50572	UCP Building	188.61
01-46-000-50575	Visitor's Center	30.33
01-46-400-50111	Software - License & Ma...	195.00
01-46-400-50210	Professional Services	48,165.68
01-46-400-50500	Utilities - Power	1,732.86
01-46-400-50576	River Run Park	1,120.50
19-32-000-60062	Resurfacing Projects - City	261,795.83
22-17-000-50373	Judicial Services	6,809.35
50-39-510-50010	Hiring & Recruitment Ex...	234.00
50-39-510-50100	Dues	225.00
50-39-510-50106	Office Equipment	151.82
50-39-510-50128	Computer Software Mai...	270.00
50-39-510-50261	Contract Shirts and Pants	278.63
50-39-510-50312	Cell Phones	2,723.64
50-39-510-50336	Repairs	301.03
50-39-510-50359	Fuel & Oil	6,584.07
50-39-510-50385	Raw Water Purchases	37,366.74
50-39-510-50396	Repairs - Vehicles	1,718.94
50-39-510-50403	Training - Technical	325.00
50-39-510-50473	Inventory Supplies	22.31
50-39-510-50500	Utilities - Power	93,931.33
50-39-510-50520	Utilities - Natural Gas	51.61
50-39-510-50550	Pest Control	177.00
50-39-510-50590	Utilities - Other	2,754.82

Account Summary

Account Number	Account Name	Payment Amount
50-39-511-50105	Office Supplies	778.81
50-39-511-50106	Office Equipment	410.23
50-39-511-50470	Billing Services	10,148.06
50-39-512-50106	Office Equipment	139.61
50-39-512-50238	Safety Supplies	55.82
50-39-512-50300	Chemicals	45,600.80
50-39-512-50313	Laboratory Supplies	2,607.57
50-39-512-50321	Safety Equipment	120.00
50-39-512-50336	Repairs	150.38
50-39-512-50360	Maintenance	777.40
50-39-512-50454	Testing & Professional S...	4,351.42
50-39-513-50106	Office Equipment	130.00
50-39-513-50238	Safety Supplies	395.88
50-39-513-50300	Chemicals	15,737.08
50-39-513-50313	Laboratory Supplies	9.04
50-39-513-50323	Sludge Disposal	5,290.00
50-39-513-50336	Repairs	39,031.34
50-39-513-50360	Maintenance	478.86
50-39-513-50454	Testing & Professional S...	357.20
50-39-514-50238	Safety Supplies	60.67
50-39-514-50309	Hand Tools and Equipm...	264.84
50-39-514-50430	Equipment Rental	184.63
50-39-514-50431	Construction & Repair S...	19,957.15
50-39-514-50473	Inventory Supplies	1,238.29
50-39-514-50477	Water Meters	23,346.00
50-39-515-50473	Inventory Supplies	235.40
50-39-600-80000	Equipment	1,712.50
50-39-600-81302	WWTP Outfall Enhance...	15,720.88
50-39-600-81407	Sewer Flow Monitoring	2,000.00
50-39-600-81411	WWTP Master Plan	35,778.00
50-39-600-81508	PS#2 Gravity Main/New...	1,169,718.48
50-39-600-81517	9th Street Sewer Replac...	2,012.40
50-40114	Bad Debt Collections	210.76
Grand Total:		3,550,313.85

Project Account Summary

Project Account Key	Payment Amount
None	3,550,313.85
Grand Total:	3,550,313.85



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

AGENDA ITEM NO. 9.c.5.

MEETING DATE: November 17, 2025

SUBJECT: Purchase Requisition, generator rental for Public Safety Compound; Thompson Tractor Company, not to exceed \$5,863.72

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: C.C. Thompson

Approved By: Gerald Burton, Brooke Starnes

Summary:

The Police Department must always be connected to a functioning generator to prevent any interruption to its operations due to the loss of power. During a weekly test, it was determined that the City-owned generator at the Public Safety Compound was not working. While assessments and repairs are being done, it is critical that another generator is available to support the Police Department should there be a power loss during this time.

On behalf of the Police Department, the Public Works Department respectfully requests your approval to pay Thompson Tractor Company up to \$5,863.72 for the rental, delivery, and setup/breakdown of a 100 kW generator. The price quoted is for up to a four-week rental, which should cover the amount of time needed to make repairs to the City-owned generator.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-33-000-50382 Amount: not to exceed \$5,863.72

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount not to exceed \$5,863.72 to Thompson Tractor Company.

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

Department: Police Department

Division:

Account Number: 01-33-000-50382

Is This Item In Your Itemized Equipment Budget?

☐ YES

Reason for Request: repair PD generator; generator rental until repairs completed

☒ NO

Item Description: labor & parts for repair + 100kw generator & attachments

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

Name of Person Responsible: Brad Hamner

Location of Item: Public Safety Compound

Is This Item Replacement Equipment?

costs associated with rental and repair not to exceed \$15,000.00

☒ NO

☐ YES

City ID Number that is being replaced:

Reason for Replacement:

☐ Surplus (attach surplus form)

☐ Transfer (attach transfer form)

☐ Other _____

Will This Item Be Purchased With Grant Funds?

☒ NO

☐ YES

Grant Agency:

Grant Number:

% Participation:

◆ Departmental Use Only ◆

Bid Number: n/a

Date Bid: n/a

New Bid: ☐ Yes ☐ No

Requisition Number: TBD

Department Head Signature: [Signature] Date: 10/23/2025

◆ Finance Department Use Only ◆

Purchase Account #:

Total Equipment Budget:

YTD Expenditures:

Total Funds Available:

Comments:

Finance Signature: [Signature] Date: 10/22/25

◆ City Administrator Use Only ◆

Comments:

Approve ☒

Disapprove ☐

City Administrator Signature: [Signature] Date: 10/22/25



2258 Pinson Valley Highway
BIRMINGHAM, AL 35217

Rental Quote

Quote: PSQ313
Start Date: 10/22/2025
Est. End Date: 10/29/2025
Delivery Date: 10/22/2025

Jobsite: STANDBY GEN
Contact: RICK
Phone: 205-799-6269
Email:
3721 26th Ave
Northport, AL 35473-2936

Bill To: Customer No. 5910000
CITY OF NORTHPORT
ATTN: ACCOUNTS PAYABLE PO BOX 569
NORTHPORT, AL 35476

Signed By:
Order By: RICK

Written By: Phillip Lafferty
Sales Rep: Justin P Lafferty
PO #: PLEASE PROVIDE A PO

Qty	Description	Day	Week	4 Week	Totals
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Rental Items

1	1304090 100KW GENERATOR	\$262.50	\$787.50	\$2,362.50	\$787.50
1	1414440 BULK INVENTORY ITEM	\$5.00	\$10.00	\$15.00	\$10.00
1	EQN056112 EPG BULK EXTENSION CORD 50FT	\$5.00	\$10.00	\$25.00	\$10.00
1	EQN056237 EPG BULK 2/5 BANDED CABLE 25FT	\$30.00	\$66.00	\$90.00	\$66.00
1	EQN056238 EPG BULK 2/5 BANDED MALE TAIL	\$10.00	\$15.00	\$20.00	\$15.00
1	EQN056239 EPG BULK 2/5 BANDED FEMALE TAIL	\$10.00	\$15.00	\$20.00	\$15.00

Miscellaneous Items

1	AD VALOREM FEE				\$13.55
1	EPA				\$36.14
1	Rental Equipment Protection - AL				\$135.53
1	LABOR FOR SET UP - AL			labor for set up discounted to = \$1,500.00	\$2,500.00
1	LABOR FOR TEAR DOWN - AL			labor for tear down discounted to = \$500.00	\$1,500.00
	Delivery - External Haul				\$600.00
	Pickup - External Haul				\$600.00
				Subtotal:	\$6,288.72
				Tax:	\$0.00
				Total:	\$6,288.72



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

AGENDA ITEM NO. 9.c.6.

MEETING DATE: November 17, 2025

SUBJECT: Purchase Requisition, Public Safety Compound generator repairs; Cummins Mid-South, LLC, not to exceed \$7,544.08

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: C.C. Thompson

Approved By: Gerald Burton, Brooke Starnes

Summary:

On behalf of the Police Department, the Public Works Department respectfully requests your approval to pay Cummins Mid-South up to \$7,544.08 for the labor and parts to repair the 150 kw generator located at the Public Safety Compound.

During a weekly test, it was determined that the City-owned generator at the Public Safety Compound was not cranking. This generator is critical as the Police Department must be able to operate through power losses.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-33-000-50383 Amount: not to exceed \$7,544.08

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount not to exceed \$7,544.08 to Cummins Mid-South, LLC.

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

Department: Police Department

Division:

Account Number: 01-33-000-50382

Is This Item In Your Itemized Equipment Budget?

☐ YES

Reason for Request: repair PD generator; generator rental until repairs completed

☒ NO

Item Description: labor & parts for repair + 100kw generator & attachments

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

Name of Person Responsible: Brad Hamner

Location of Item: Public Safety Compound

Is This Item Replacement Equipment?

costs associated with rental and repair not to exceed \$15,000.00

☒ NO

☐ YES

City ID Number that is being replaced:

Reason for Replacement:

☐ Surplus (attach surplus form)

☐ Transfer (attach transfer form)

☐ Other _____

Will This Item Be Purchased With Grant Funds?

☒ NO

☐ YES

Grant Agency:

Grant Number:

% Participation:

◆ Departmental Use Only ◆

Bid Number: n/a

Date Bid: n/a

New Bid: ☐ Yes ☐ No

Requisition Number: TBD

Department Head Signature: [Signature] Date: 10/23/2025

◆ Finance Department Use Only ◆

Purchase Account #:

Total Equipment Budget:

YTD Expenditures:

Total Funds Available:

Comments:

Finance Signature: [Signature] Date: 10/22/25

◆ City Administrator Use Only ◆

Comments:

Approve ☒

Disapprove ☐

City Administrator Signature: [Signature] Date: 10/22/25



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
Cummins Sales and Service
PO Box 772639
Detroit, MI 48277-2639

BIRMINGHAM AL BRANCH
2200 PINSON HWY 79
BIRMINGHAM, AL 35217-
(205)841-0421

INVOICE NO
ESTIMATE
TO PAY ONLINE LOGON TO customerpayment.cummins.com

BILL TO

CITY OF NORTHPORT
ACCTS PAYABLE
PO BOX 569
NORTHPORT, AL 35476-0569

OWNER

PMA-CON
3721 26TH AVE
NORTHPORT, AL 35473-2952
DANIEL SKINNER - 659 215-2711

PAGE 1 OF 2

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
20-OCT-2025			150.0GGKD		ONAN
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
138698		20-OCT-2025	L010313308		GEN SET
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
158219			313.2 / 313.2		3721 26TH AVE.

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
------------------	--------------	------------------	-------------	-------------	--------------	------------	--------

OSN/MSN/VIN L010313308 LICENSE L010313308

COMPLAINT CUSTOMER CALLED AND SAID UNIT DID NOT EXCERSIE THIS MORNING AND IS SHOWING CODE 359

CAUSE SITE CONTACT RICK
205-247-6273

CORRECTION TO BE DETERMINED

COVERAGE TO BE DETERMINED

REMARK CUSTOMER BILLABLE

THANK YOU FOR USING CUMMINS SALES & SERVICE.

DIAGNOSTIC CHARGE: 0.00

1	0	3395294	PICKUP,MAGNETIC	CECO	786.69	750.63	750.63
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1	0	4100397	MODULE,IGNITION CONTROL	CECO	3,154.49	3,009.92	3,009.92
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TAX EXEMPT NUMBERS:

PARTS: 3,760.55

PARTS COVERAGE CREDIT: 0.00CR

TOTAL PARTS: 3,760.55

SURCHARGE TOTAL: 0.00

LABOR: 1,845.00

LABOR COVERAGE CREDIT: 0.00CR

TOTAL LABOR: 1,845.00

TRAVEL: 1,230.00

TRAVEL COVERAGE CREDIT: 0.00CR

TOTAL TRAVEL: 1,230.00

MISC.: 708.53

MISC. COVERAGE CREDIT: 0.00CR

TOTAL MISC.: 708.53

Completion date : 21-Oct-2025 08:47AM. Estimate expires : 19-Nov-2025 08:47AM.

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____



Payment terms are 30 days from invoice date unless otherwise
agreed upon in writing. Remit to:
Cummins Sales and Service
PO Box 772639
Detroit, MI 48277-2639

BIRMINGHAM AL BRANCH
2200 PINSON HWY 79
BIRMINGHAM, AL 35217-
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PAGE 2 OF 2

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DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
20-OCT-2025			150.0GGKD		ONAN
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
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REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
158219			313.2 / 313.2		3721 26TH AVE.

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		L010313308			LICENSE	L010313308	
				FREIGHT			187.13
				ROAD MILEAGE			521.40
				SIGN UP FOR AUTO EMAIL OF INVOICES AND CREDITS AT HTTP://CUSTOMERPAYMENT.CU MMINS.COM			
					LOCAL		0.00

You saved \$180.63 on your parts.

Completion date : 21-Oct-2025 08:47AM. Estimate expires : 19-Nov-2025 08:47AM.

Billing Inquiries? Call (877)480-6970

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DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE
EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE
BEEN READ AND FULLY UNDERSTOOD.

SUB TOTAL: 7,544.08

TOTAL TAX: 0.00

TOTAL AMOUNT: US \$ 7,544.08

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

TERMS AND CONDITIONS

These terms and conditions ("Terms and Conditions"), together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions represents that by its signing of this Agreement that the signer represents that he or she is duly authorized to enter into this Agreement. Further, Customer authorizes, if applicable, the performance of services and labor on Customer's vehicle and/or equipment as provided. This shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website, vendor portal, or other internet site will be null and void and of no legal effect on Cummins.

In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, vendor portal terms, specifications, agreement (whether upstream or otherwise), or any terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction. The terms and conditions printed on the back of this invoice shall be deemed subordinate to, and shall not supersede, any pre-existing written agreement, purchase order, contract, or other mutually agreed-upon document between the Customer and Cummins (collectively, the "Pre-Existing Agreement"). In the event of any conflict or inconsistency between this Agreement and the terms of any such Pre-Existing Agreement, the terms of the Pre-Existing Agreement shall govern and control. The Customer and Cummins expressly acknowledge and agree that the Pre-Existing Agreement remains in full force and effect, and that the terms of this Agreement shall not modify or amend any provisions of the Pre-Existing Agreement unless specifically agreed to in writing by both parties.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance, troubleshooting, diagnostic testing, and/or repair ("Service(s)") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. Unless otherwise agreed by the Parties in writing: (i) no additional services or goods are included in this Agreement; and (ii) the Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period").

At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish or create any obligation or liability on the part of either party to renew or extend this Quote at any time prior to Customer's acceptance.

2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.

3. **INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. All sales are subject to Customer's ongoing credit approval. While Cummins may initially extend Net 30 payment terms upon Cummins' approval of Customer's credit application, Cummins reserves the right to reassess Customer's creditworthiness at any time prior to shipment. If, in Cummins' sole discretion, Customer's financial condition weakens or otherwise declines, Customer has past due invoices with Cummins, or Cummins otherwise determines that Customer's credit is no longer financially reasonable, Cummins may, upon notice to Customer, (i) require full or partial payment in advance, (ii) require an alternative form of security satisfactory to Cummins, including but not limited to a letter of credit or payment bond, or (iii) withhold shipment until such payment or security is provided. Cummins shall not be liable for any delays or damages resulting from the enforcement of this provision.

If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement, or (ii) suspend its Services and/or suspend delivery of any undelivered Goods or parts in Cummins' possession until payment for unpaid invoices is received. In the event that Cummins suspends its performance of Services due to Customer's breach or non-payment, then Cummins shall be entitled to an equitable extension of its delivery dates and/or schedule of Services for a period of time equal to the suspension period, plus a reasonable ramp up period and all costs (including default interest) caused by such suspension shall be assumed by Customer. Any dispute or claim Customer may have with or against Cummins' invoice, regarding the scope, quality or amount charged for any parts or services provided to Customer, must be asserted in writing and noticed pursuant to these Terms and Conditions within thirty (30) days of the date of the invoice, or shall be waived by the Customer.

4. **TAXES; EXEMPTIONS.** The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

5. **DELIVERY; TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility. The purchase of Goods or the performance of Services on Equipment, Customer-owned motor vehicle, or any other personal property, is a "take or pay" obligation on the part of the Customer, such that Customer is absolutely and irrevocably required to accept and pay for the Goods, or any Services performed on Equipment, Customer-owned motor vehicle, or any other personal property, if delivery or pick-up of Goods, Equipment, Customer-owned motor vehicle, or any other personal property, is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date or the date of completion of Services. In the event Customer fails to pick-up Equipment, Customer-owned motor vehicle, or any other personal property, or fails to take any or all shipments of Goods ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall invoice the Customer and, upon Cummins' sole discretion, Cummins may either:

(i) deliver the Goods or Equipment to the location indicated on Customer's purchase order (regardless of whether Customer elected to pick up the Goods or Equipment at Cummins' facility or otherwise indicated an alternate delivery method), and Customer shall assume all associated delivery costs incurred by Cummins, or (ii) charge storage fees for the additional inventory holding period, the additional inventory holding period not to exceed sixty (60) days from the agreed upon delivery date or the date of completion of Services, unless otherwise agreed by Cummins in writing or required by law. A storage fee of twenty-five dollars (\$25.00) per day or one and one-half percent (1.5%) per month of the invoiced amount, whichever is greater, shall be assessed for any Goods, Equipment, Customer-owned motor vehicle, or any other personal property, whose delivery or pick-up is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date or the date of completion of Services. Unless otherwise agreed by Cummins in writing, in the event delivery or pick-up of Goods, Equipment, Customer-owned motor vehicle, or any other personal property, are delayed, deferred, or refused by Customer beyond sixty (60) days from the agreed upon delivery or pick-up date, or date of completion of Services, then Cummins has the right, in its sole discretion, to: (i) tow, remove, or otherwise dispose of the unclaimed Goods, Equipment, Customer-owned motor vehicle, or any other personal property, in accordance with applicable abandonment laws, and/or (ii) make the Goods, Equipment, Customer-owned motor vehicle, or any other personal property, available for auction or sale to other customers or to the public, or (iii) otherwise use, destroy, or recycle the Goods, Equipment, Customer-owned motor vehicle, or any other personal property, at Customer's sole cost and expense, and without any liability to Cummins.

6. **DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, embargos, wars, strikes or other labor disputes, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE, WHATEVER MAY BE NECESSARY TO MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COLLECTION OBLIGATIONS SET FORTH HEREIN. SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE GOODS OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.

7. LIMITED WARRANTIES.

New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.

Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.

HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP Exchange Engines supplied under this Agreement is provided under this Agreement.

General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever is first, or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer;

and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

8. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

9. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.**

10. **GOVERNING LAW, VENUE, AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the forum selected by the parties for the exclusive jurisdiction over, regarding, or relating to any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

11. **ASSIGNMENT.** This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. **CANCELLATION; TERMINATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins. Cummins may terminate this Agreement, in whole or in part, for cause if the Customer breaches its obligations under this Agreement, and such breach is not cured within fifteen (15) days after written notice to Customer, or such longer time that Cummins may specify in its notice. Cummins may, at any time, terminate this Agreement for convenience upon thirty (30) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Goods or Services supplied under this Agreement, in accordance with the payment terms detailed in this Agreement. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

13. **REFUNDS; CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

14. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

15. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding,

Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

16. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

17. **PRICING.** To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment ("Shipment Date") or, in the case of Services, the date of performance ("Performance Date"), due to economic and market conditions on the Shipment Date or Performance Date, whichever is applicable. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input cost (including without limitation, raw materials, fabrication components, direct or indirect materials, packaging materials, overhead, etc.) and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

18. **TARIFF AND DUTY SURCHARGES.** In addition to any adjustments otherwise provided for in this Agreement, in the event of any increase in the cost of purchased materials due to the impact of any tariffs, duties, levies, or similar government charges ("Tariffs") in effect during the term of this Agreement, the parties agree that such increases shall be passed through directly to the Customer effective immediately upon Cummins' notice to the Customer of such increases. The Customer shall pay Tariff-related increases within thirty (30) days of receipt of invoice.

19. **MISCELLANEOUS.** All notices, including but not limited to disputes or invoices or otherwise, under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice.

No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. The Parties' rights, remedies, and obligations under this Agreement, which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 9. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof.

20. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.



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

AGENDA ITEM NO. 9.c.7.

MEETING DATE: November 17, 2025

SUBJECT: Purchase Requisition, Replace SCBA (Breathing Air) Compressor at Fire Station #2, \$29,950.00

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: Cody Kornegay

Approved By: Chief Bart Marshall

Summary:

This is a Purchase Order request to replace the SCBA (Breathing Air) Compressor at Fire Station #2. The current SCBA Compressor has a busted block. The original manufacturer, Eagle Air, is no longer in business and parts are no longer available. We are requesting to purchase a 6000 PSI - 14 CFM Mako Compressor from CATS i the amount of \$29,950.00.

Recommendation:

Approve this PO Request in the amount of \$29,950.00 to replace the SCBA (Breathing Air) Compressor located at Fire Station #2.

Funding Source/GL Code:

GL Code No. 01-35-600-80000 Amount: \$29,950.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$29,950.00.

**CENTRAL ALABAMA TRAINING
SOLUTIONS**

5100 Culver Rd
Tuscaloosa, AL 35401
(205) 242-1996



Estimate

ADDRESS

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

SHIP TO

Northport Fire Department
5500 HWY 69 N
Northport, AL 35473

ESTIMATE

4635

DATE

10/28/2025

SALESPERSON

Keith Sharp

EMAIL

ksharp@catscorp.com

ITEM	SKU	DESCRIPTION	QTY	RATE	AMOUNT
MAKO Compressor		EconoAir Model EA06H 6000 PSI - 14 CFM -includes extended 5-year warranty Standard features: • MAKO industrial duty 3 or 4-stage compressor block • MAKO MK2C purification system • Open design, rugged structural steel frame with heavy duty powder coat finish	1	29,950.00	29,950.00 OT
SUBTOTAL					29,950.00
TAX					0.00
TOTAL					\$29,950.00

Accepted By

Accepted Date

Remit To:
CATS
5100 Culver Rd.
Tuscaloosa, AL 35401

If you wish to make future payments by ACH, please contact us at 205-341-2287.
Credit card payments are accepted with a 3.5% surcharge.

Page 1 of 1



8050 McGowin Dr.
 Fairhope, AL 36532
 Phone (800) 642-8484
 Fax (251) 928-9933

Quote

102825

Customer	CITY OF NORTHPORT FD
Name	Cameron Shipley
Address	
City	State ZIP
Email	

Misc	
Date	10/28/2025

Qty	Description	LIST	TOTAL
1	Bauer Compressor: VEC13-E1 6000psi service- open Vertical Cabinet provides a firm foundation for all pressure bearing components;easy maintenance accessibility 10 Horse Power; four stage 1420rpms; charging rate of 13scfm; 368 L/min PLC bsd controller with 7" color HMI touchscreen display Emergency stop push button Zero loss automatic condensate drain system Interstage pressure gauges (locally mounted) Compressor on/off, final pressure, oil pressure and high temperature shut down;CO moisture indicator Motor overload indication Final separator counter with shutdown and operator indication Unique integrated positioning of base which ensures correct installation	\$ 37,149.00	\$ 33,434.10
1	SECURUS monitor system	\$ 586.00	\$ 527.40
1	Basic installation hook up to existing fill storage; install cartridge etc. perform air test; connecting parker hose(5ft) and perform a familiarization on system		\$ 1,195.00

SubTotal	\$ 35,156.50
Shipping	\$ 900.00
Tax Rate(s)	0.00% \$ -
	0.00% \$ -
TOTAL	\$ 36,056.50

Sales Rep Kathy Hall/Michael Whaley-TM
 Phone 800-642-8484 Ext 306
 Cell 251-513-3111
 email khall@sunbeltfire.com

Tax Rate(s)

Price good till 12/20/2025

Thank you for your request, no electrical materials or electrician provided; please inform if a lift gate will need to be provided if no access to forklift

"To always listen and know our customer's needs in order to provide them with the best products and service in the industry"



North America Fire Equip. Inc.
D.B.A. NAFECO

Quotation

Q0325102778868

Date: 2025-10-27
Expires: 2025-11-26
FOB: Origin

Customer Number: NOR700
Customer Information: CITY OF NORTHPORT
Address: Attn:
5500 Highway 69 North
NORTHPORT, AL 35473

Attention: LT SHIPLEY
Phone: 205-534-8730
Email: cshipley@cityofnorthport.org
Prepared By: John Wilson

Qty	Item #	Description	Each	Total
1	C-E4-10-A6-E3C	Arctic Breathing Air Compressor 14 cfm 6000 psi Three Phase	\$31,531.00	\$31,531.00
1	A-S1300	Arctic High Temp Switch	\$235.00	\$235.00
1	A-S5000	Arctic Low Oil Level Switch	\$379.00	\$379.00
1	/	Installation, Start Up, & Air Sample	\$1,495.00	\$1,495.00
			Subtotal	\$33,640.00
			Freight	TBD
			Total	\$34,735.00

tax & freight to be determined

Thank you for your business!

NOTE: All accounts are subject to sales tax charges unless a valid state exempt certificate is on file with NAFECO, or provided at the time of the order.

If you have any questions concerning this quote, please call our number listed above.

Visit Us On The Internet At: nafeco.com



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

AGENDA ITEM NO. 9.c.8.

MEETING DATE: November 17, 2025

SUBJECT: Purchase Requisition, Replace the generator at Fire Station #4, \$15,250.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Cody Kornegay

Approved By: Chief Bart Marshall

Summary:

This is a Purchase Order Request to replace the generator at Fire Station #4. The current generator at Fire Station #4 is over 25 years old, and replacement parts are very hard to find. We are requesting to purchase a replacement generator from Rick's Service Co LLC in the amount of \$15,250.00.

Recommendation:

Approve this Purchase Order Request in the amount of \$15,250.00 to replace the generator at Fire Station #4.

Funding Source/GL Code:

GL Code No. 01-35-600-80000 Amount: \$15,250.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$15,250.00.

*Rick's Service Co. LLC
275 Old Jackson Road
Centreville, Alabama 35042
205-393-1192/205-561-4550
rick@rickssc.com/kyle@rickssc.com*

Job Quote:

Aug 4, 2025

Prepared for:

*Northport Fire Station #4
4900 Rose Blvd, Northport, AL 35475*

Scope of quote:

To remove existing generator and transfer switch and replace with Kohler Brand Units.

We will remove existing generator and transfer switch and do complete installation of new Kohler units. This will include all electrical and gas work associated with this installation.

*Total cost to replace existing liquid-cooled generator and transfer switch with a
Air-cooled 20KW will be:*

\$15,250.00

*Total cost to replace existing liquid-cooled generator and transfer switch with a
Liquid-cooled 24KW will be:*

\$25,500.00

We wanted to offer you both options that are available.

Our company is a authorized Kohler dealer and we are available to do any warranty work that may be required in the future.

Thank you for the opportunity to quote this work for the City of Northport Fire Department.

*Kyle Creel, Mgr
Rick's Service Co.
205-561-4550*

TERMS: Net due on receipt of invoice with approved credit. A 1.5% finance charge will be added for every 30 days payment is past due.

TAXES: Not included. To be added if applicable

FREIGHT: F.O.B. US Port in GA

AVAILABILITY:

SUBMITTALS: 2-4 Weeks

MODEL #	ORIGIN	MINIMUM LEAD TIME	MAXIMUM LEAD TIME
G80 40KW	GA	24WKS	28WKS
150A ATS	GA	9WKS	12WKS

THOMPSON POWER SYSTEMS limits the scope of supply for this quotation to those items and services listed herein. Equipment not listed is assumed to be supplied by others. We have written a detailed list as part of this proposal. Please check it to be sure it meets your requirements. We reserve the right to correct any errors or omissions.

Contracts which include penalty or liquidated damage clauses for failure to meet delivery dates are not binding on THOMPSON POWER SYSTEMS unless accepted and confirmed in writing by a manager of THOMPSON POWER SYSTEMS.

Thank you for the opportunity to submit this proposal. If you need additional information, or wish to order this equipment, please contact me at (205) 849 3207.

Sincerely,

Jamie Higgins

Thompson Power Systems
(205) 849 3207 Office



Thompson Power Systems
2258 Pinson Valley Parkway
Birmingham, AL 35217
205-849-3207
205-849-3300 Fax
www.thompsonpowersystems.com

Quotation No: 31576560

Revision:

Project Name: Northport Fire Station # 4.

Project City: Northport

Date Issued: 10/27/25

Expiration Date: 11/27/25

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PROJECT CLARIFICATIONS, DEVIATIONS, & EXCEPTIONS

- General Installation Not Included:
 - o Installation compliance with 2011 NEC code, other local and state codes, and standards.
 - o Concrete pad for generator set or mounting the generator set to the concrete pad.
- Electrical:
 - o Grounding rods and associated ground cable.
 - o Sizing of conduit.
 - o Any conduit
 - o Electrical conductors
- Financial:
 - o Payment of and obtaining all required permits, state, local or national that are required for the emergency generator equipment.
 - o Fuel for testing or operation after commissioning. (note: generator set will be supplied with initial fill of lube oil and coolant)
- Any off loading or unpacking of equipment delivered to the job site.
- Generator Notes & Exceptions:
 - o
- ATS Notes & Exceptions:
 - o

TERMS AND CONDITIONS

1. **EXECUTION OF OTHER DOCUMENTS.** If the full amount of the purchase price is not paid in cash, when the equipment necessary to fill this order is available, Purchaser agrees on demand to execute and deliver to Seller such promissory notes, security agreements, financing statements, equipment leases, and other documents as Seller may require evidencing and securing the Total Balance shown above. In the event Purchaser fails to execute and deliver such documents, the entire Net Balance Due shall, at Seller's election, be immediately due and payable, together with interest as provided below from the date demand is made by Seller.

2. **RISK OF LOSS; INSURANCE.** The equipment shall at all times after delivery to Purchaser, Purchaser's agent, or a transportation company for delivery to Purchaser, whichever first occurs, be the sole responsibility of Purchaser, and all risk of loss or damage to the equipment or any part thereof from any cause whatsoever shall be borne by Purchaser, and shall not operate to extinguish or diminish the liability of Purchaser to Seller. Unless Purchaser pays Seller cash on or prior to delivery, Purchaser shall procure, and furnish to Seller, evidence of insurance showing the existence of valid and collectible insurance insuring the equipment against loss from fire, theft, collision and comprehensive coverage in an amount not less than the Net Balance Due or Amount to be Financed shown above, with loss thereunder payable to Seller, as loss payee, as its interest may appear. If the equipment is leased by Purchaser, Purchaser shall also furnish evidence of liability insurance satisfactory to Seller in its sole discretion. Purchaser may furnish the required insurance through an existing policy or through an insurance agent selected by Purchaser. Seller may refuse to accept any insurance offered by Purchaser for reasonable cause.

3. **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.** Purchaser understands and agrees that Seller is not the manufacturer of the equipment described in this order. Seller makes no representation or warranty against latent or patent defects in material or workmanship, no warranty of capacity or performance, and no warranty that the equipment will meet the requirements of any law, regulation, specification or contract term that provides for or requires specific machinery or apparatus or specific capacity or methods of operation.

New Caterpillar products are sold subject to the terms of the applicable Caterpillar warranty. Purchaser hereby acknowledges receipt of any applicable Caterpillar warranty or warranties identified on this order. Seller assumes no responsibility for such warranties.

Seller will cooperate with Purchaser in seeking to obtain adjustment from the manufacturer for any breach of the manufacturer's warranty. Unless otherwise provided in a writing signed by Seller, any transportation, travel and other expenses will be for Purchaser's account. In no event will Seller have any obligation on account of any defect or defects in the equipment, or

of any failure of the equipment to operate as warranted, or for any loss or damage to or caused by the equipment.

With respect to equipment described herein as "used" or "other", Purchaser agrees that all such equipment is sold "AS IS" and with all faults or defects except as otherwise expressly provided in any express warranty specifically set forth hereon or contained in a separate writing signed by Seller.

The foregoing provisions are in lieu of all other warranties, express or implied. **SELLER HEREBY DISCLAIMS, AND PURCHASER HEREBY WAIVES, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ANY OTHER WARRANTY OR OBLIGATION OF SELLER TO PURCHASER ON ACCOUNT OF ANY DEFECT IN OR ANY FAILURE OR INSUFFICIENCY OF THE EQUIPMENT.** In no event will Seller be liable for any special or consequential damages sustained by Purchaser, even if Seller had reason to know of them.

Purchaser expressly agrees that Seller and its officers, agents, affiliates and employees shall not be liable in tort -- whether on claims of negligence, wantonness, fraud, misrepresentation, suppression, strict liability, or other theory of tort liability -- for any action or failure to act in connection with the making of this order or negotiations leading up to it, or the repair or operation of the equipment. Purchaser agrees that it is the intent of the parties to absolve Seller, its officers, agents, affiliates, and employees, from all liability in tort, and that Purchaser's sole and exclusive remedy against Seller, its officers, agents, affiliates, and employees, shall be in contract under this order or under the express warranties, if any, made by Seller under this order or in a separate writing signed by Seller.

4. **PRODUCT IMPROVEMENTS; REPAIRS OF DAMAGE.** Purchaser acknowledges that the equipment delivered pursuant to this order may have been modified by Seller at the manufacturer's direction or request to update or improve the equipment after it left the manufacturer's plant and that Seller may have repainted or repaired damage to the equipment suffered in demonstration, transit or storage. Purchaser consents to such modifications, repairs, or repainting and waives any further notice or disclosure thereof.

5. **SELLER'S RESERVATION OF TITLE.** Seller hereby retains title to all equipment described hereon until the Total Time Pay Balance shown hereon is paid in full or, in the case of a cash sale paid by check or a sale on account, until Seller receives full payment of the Net Balance Due in collected funds. All payments under this order shall be made in United States dollars and immediately available funds. If Purchaser defaults on any payment, the unpaid balance of the Total Time Pay Balance shall be immediately due and payable, at Seller's election. If Seller does not receive collected funds or is not paid in full when due, Seller may repossess the equipment, sell it at public or private sale or accept it in satisfaction of the unpaid debt (at Seller's election), and exercise all rights and remedies of a secured party following default by its debtor. A copy of this order may be filed as a financing statement.

6. **INTEREST AFTER DEFAULT.** After default by Purchaser in the payment of any sum owed by Purchaser under this order, such sum shall accrue interest daily, payable on demand, at the per annum rate that is 2% in excess of the highest prime rate published in The Wall Street Journal on the date of default, such rate to increase or decrease in like amount each time the prime rate changes until such sum is paid in full.

7. **COLLECTION COSTS.** Purchaser agrees to pay all expenses, including reasonable attorney's fees, incurred by Seller in enforcing this order or collecting any sum owed by Purchaser hereunder following default by Purchaser.

8. **ARBITRATION OF DISPUTES.** Purchaser and Seller acknowledge and agree that the transaction between them involves "commerce" as that term is used in the Federal Arbitration Act. Purchaser and Seller agree that all disputes, controversies or claims of any kind whatsoever arising out of or related to this order, the equipment, the transactions evidenced or contemplated by this order, any prior negotiations or dealings between them, or any maintenance or service performed by Seller on the equipment or on any other related or unrelated property before or after the date of this order, or arising out of or related to any relationship resulting from any of the foregoing, whether based in tort, contract, warranty, or statutory or strict liability, shall be submitted to binding arbitration held in Birmingham, Alabama in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator shall determine whether the dispute is subject to arbitration. Judgment on the arbitrator's award may be entered by any court of competent jurisdiction. The arbitration shall be conducted by a sole arbitrator who shall be well versed in the sale and financing of equipment of the type involved in the dispute and shall, at the election of either party, be an attorney at law who has been licensed to practice at least 10 years. The arbitrator may not award, punitive, consequential or special damages. The foregoing does not affect the right of either party to seek a judgment in court against the other on a contract claim for breach of an express covenant to pay money and for interest and costs of collection, or to exercise any right of offset or self-help repossession, or to seek a court order for possession of personal property, or to seek an injunction or other purely equitable remedy other than a stay of arbitration. The parties agree that the commencement of litigation by either of them pursuant to the preceding sentence or otherwise shall not operate as a waiver or estoppel of the right to arbitrate any counterclaim or other similar claim, and that upon the giving of a notice of arbitration of the counterclaim or similar claim by any party hereto, the litigation of the counterclaim shall be stayed and the counterclaim shall be submitted to binding arbitration hereunder. The parties hereby waive the right to trial by jury of all disputes, controversies and claims which they have hereby agreed to resolve by arbitration whether or not the dispute, claim or controversy is submitted to arbitration or is decided by a court.

9. **NO ADDITIONAL OR DIFFERENT TERMS.** If Purchaser has sent or hereafter sends Seller a purchase order, order acknowledgement, or other writing that states terms additional to or different from those contained in this order, any acceptance of this order by Seller is expressly made conditional on Purchaser's acceptance of the terms and conditions of this order, and Seller hereby gives notification of its objection to any additional or different terms proposed by Purchaser.

10. **Notice of Thompson Tractor Co., Inc. and Caterpillar, Inc. Customer**

Thompson

Thompson Power Systems
2258 Pinson Valley Parkway
Birmingham, AL 35217
205-849-3207
205-849-3300 Fax
www.thompsonpowersystems.com

Quotation No: 31576560

Revision:

Project Name: Northport Fire Station # 4.

Project City: Northport

Date Issued: 10/27/25

Expiration Date: 11/27/25

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Data and Telematics Data Privacy Statements Customer Data

We collect information about specific machines or products (e.g., configuration or consumption of parts and services by serial number) or groups of machines or products and customer information that allows for identifying and contacting a customer such as name, address, phone number and email address.

Telematics Data

In the event this machine is equipped with telematics devices such as VisionLink, data concerning this machine, its condition, and its operation is being collected and transmitted to Caterpillar Inc., its affiliates, and/or Thompson Tractor Co., Inc.

Thompson Tractor Co., Inc. recognizes and respects customer privacy. The Thompson Tractor Co., Inc. Customer Data Privacy Statement and the Telematics Data Privacy Statement (the "Privacy Statement") describe the categories of information collected, the purposes of the processing of the information, and how the information is shared. The Privacy Statements are available online at www.thompsontractor.com.



October 22, 2025

Prepared by

Mike Duncan
Senior Sales Executive - PG
(205) 837-2049
rd684@cummins.com

We are pleased to provide you this quotation based on your inquiry.

Item	Description	Qty
1	C20N6, 20kW, 60Hz, Standby, Natural Gas/Propane Genset, 1800rpm engine C20N6, 20kW, 60Hz, Standby, Natural Gas/Propane Genset, 1800rpm engine U.S. EPA, Stationary Emergency Application Duty Rating - Standby Power (ESP) Emissions Certification - SI, EPA, Emergency, Stationary, 40CFR60 Listing - UL 2200 NFPA 110 Type 10 Level 1 Capable HCAI (formerly OSHPD) Seismic Pre-Approval Certification Cert - Seismic, IBC2000, IBC2003, IBC2006, IBC2009, IBC2011 Exciter/Reg - Torque Match Voltage - 120/240, 1 Phase, 3 Wire Alternator - 60Hz, 4L, 240/120V, 1 Phase, 120C, 40C Ambient Alternator Heater, 120 Volt AC Aluminum Weather Protective Enclosure, with Exhaust System Enclosure Color - Green, Aluminum Enclosure - Wind Load 180 MPH, ASCE7-10 Battery Rack Skidbase - Housing Ready Control Mounting - Right Facing PowerCommand 1.1 Controller Gauge - Oil Pressure Warning - Low Fuel Gas Pressure Stop Switch - Emergency Control Display Language - English Load Connection - Single Circuit Breaker, Location A, 100A, 2P, 600 Volts AC, 80%, UL Circuit Breaker or Entrance Box or Terminal Box, Right - None Engine Governor - Electronic, Isochronous Single Gas Fuel - NG or LP Vapor Engine Starter - 12 Volt DC Motor Engine Air Cleaner - Normal Duty Battery Charging Alternator Battery Charger - 6 Amp, Regulated Engine Cooling - Radiator, High Ambient Air Temperature, Ship Fitted Shutdown - Low Coolant Level	1



	Extension - Coolant Drain Engine Coolant - 50% Antifreeze, 50% Water Mixture Coolant Heater, Cold Ambient Genset Warranty - 2 Years Base Literature - English Packing - Skid, Poly Bag Extension - Oil Drain Engine Oil	
2	OTECA, OTEC Transfer Switch-Electronic Control: 40A/70A/125A OTEC125, Transfer Switch-Electronic Control, 125 Amp Listing - UL 1008/CSA Certification Application - Utility to Genset Cabinet - Type 1 Poles - 3 (Solid Neutral) Frequency - 60 Hz System - Single Phase, 2 or 3 Wire Voltage - 240 Volts AC Genset Starting Battery - 12V DC PC40 Control Aux Relay - Emergency Position - 12 Volts DC Aux Relay - Normal Position - 12 Volts DC Interface - Communications Network, MODBUS RTU Module Relay - Elevator Signal Auxiliary Contact Module-8 Transfer Switch Warranty - 2 Year Comprehensive	1
3	Battery	1
4	Remote Emergency Stop Switch	1
5	Service - start up & testing	1
6	Annunciator-panel mount with enclosure (RS485)	1

TOTAL: \$23,400.00

Quote value does not include any tax.

EXCEPTIONS AND CLARIFICATIONS:

1. The price is F.O.B. factory with freight allowed to first domestic destination.
2. The price above does not include any applicable taxes.
3. Unloading, installation, and fuel are not included and will be the responsibility of others.
4. There are no items included as part of this proposal, other than those specifically listed above.
5. Included in the above are the services of our factory authorized personnel to make the initial startup and test of the system after installation has been completed by others. We will also instruct the owner's



personnel in the proper operation and maintenance of the system. This service is available Monday through Friday excluding all legal holidays.

6. NETA testing is NOT included.
7. Infrared Scanning is NOT included.
8. Rental generators are NOT included for any reason.

Project Notes & Clarifications:

- Current Submittal Lead Time: xx weeks
- Current Production Lead Time (*after receipt of approved submittal and accepted PO*):
 - Transfer Switch(es): xx-xx weeks
 - Generator: xx-xx weeks
- Proposal based upon supplied xxxx documents dated xx/xx/xxxx only.
- Price quoted is F.O.B. factory with freight allowed to the first U.S. destination.
- Price does not include any applicable taxes unless listed above.
- All ship loose items installed by others.
- Unloading, installation, and fuel are not included and will be the responsibility of others.
- Indoor Generator:
 - All exhaust and fuel piping provided by others. All calculations for determining of sizing of exhaust and fuel piping sizes provided by others.
 - Providing xx grade muffler and stainless-steel flex connector(s) only. All other piping, accessories and installation are provided by others.
- Natural Gas or LP Gas Generator:
 - Main gas regulator, flex piping and stepdown regulator provided by others. Installation of main gas regulator not done by Cummins Personnel
 - Gas Pressure – For generators between 20kW-200kW 6-14 inches H₂O to engine, for generators 250kW - 750kW 15-20 inches H₂O to engine– Main gas supply should be 5 PSI+ feeding a step-down regulator located as close to the engine as possible. Line should be dedicated to the generator.
- Warranty: Cummins x-year warranty begins at the successful completion of startup and testing in lieu of acceptance or substantial completion.
- Startup & Training:
 - Providing Cummins standard startup and the specific testing listed above only. All other testing including NETA testing is provided by others.
 - Our proposal includes xx trips during normal business hours to complete the onsite services listed above. If additional trips or after-hours trips are required, additional cost will be incurred.
 - Training for maintenance personnel will be concurrent at time of startup unless otherwise noted.



- No videotaping is included with this quotation. All taping is supplied by others.
- PMA:Generator Maintenance Agreement is not included and will be negotiated directly with the owner once equipment has been successfully started up and tested.
- *NOTICE: As a result of the outbreaks of the disease COVID-19 arising from the novel coronavirus, temporary delays in delivery, labor, or services from Cummins and its sub-suppliers or subcontractors may occur. Among other factors, Cummins' delivery is subject to correct and punctual supply from our sub-suppliers or subcontractors, and Cummins reserves the right to make partial deliveries or modify its labor or service. While Cummins shall make every commercially reasonable effort to meet the delivery, service, or completion described herein, such date(s) is(are) subject to change.*



Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

Submitted by:

Mike Duncan

Mike Duncan
Senior Sales Executive - PG
(205) 837-2049
rd684@cummins.com

SUBMITTALS. An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

Authorized Signature

Date

Company Name

Printed Name & Title

Purchase Order No

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**TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT**

These Terms and Conditions for Sale of Power Generation Equipment, together with the quote ("Quote"), sales order ("Sales Order"), and/or credit application ("Credit Application") on the front side or attached hereto, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of equipment to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, specifications, agreement (whether upstream or otherwise), or any other terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. SCOPE. Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless mutually agreed upon by the parties in writing. A Sales Order for Equipment is accepted on a hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received from Customer. A Quote is limited to the plans and specifications section specifically referenced in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated and mutually agreed to in writing by the parties. Unless otherwise agreed by Cummins in writing, this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period"). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

2. SHIPPING; DELIVERY; DELAYS. Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. The purchase of Equipment is a "take or pay" obligation on the part of the Customer, such that Customer is absolutely and irrevocably required to accept and pay for the Equipment if delivery or pick-up of Equipment is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date. In the event Customer fails to take any or all shipments of Equipment ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall have the right to invoice the Customer and, upon Cummins' sole discretion, Cummins may either: (i) deliver the Equipment to the location indicated on Customer's purchase order (regardless of whether Customer elected to pick up the Goods at Cummins' facility or otherwise indicated an alternate delivery method), and Customer shall assume all associated delivery costs incurred by Cummins, or (ii) charge storage fees for the additional inventory holding period, the additional inventory holding period not to exceed one hundred twenty (120) days from the agreed upon delivery date, unless otherwise agreed by Cummins in writing. A storage fee of two thousand five hundred dollars (\$2,500.00) or two percent (2%) of the total quoted amount, whichever is greater, shall be assessed for any Equipment whose delivery or pick-up is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date. Unless otherwise agreed by Cummins in writing, in the event delivery or pick-up of Equipment is delayed, deferred, or refused by Customer beyond one hundred twenty (120) days from the agreed upon delivery or pick-up date, or date of completion of Services, then Cummins has the right, in its sole discretion, to: (i) tow, remove, or otherwise dispose of the unclaimed Equipment in accordance with applicable abandonment laws, and/or (ii) make the Equipment available for auction or sale to other customers or to the public, or (iii) otherwise use, destroy, or recycle the Equipment at Customer's sole cost and expense. The foregoing remedies shall be without prejudice to Cummins' right to pursue other remedies available under the law, including without limitation, recovery of costs and/or losses incurred due to the storage, auction, sale, destruction, recycling, or otherwise of the Equipment. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use commercially reasonable efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies,



equipment or manufacturing facilities. AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE COMMERCIALY REASONABLE EFFORTS TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE EQUIPMENT OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.

3. PAYMENT TERMS; CREDIT; RETAINAGE. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment. All sales are subject to Customer's ongoing credit approval. While Cummins may initially extend Net 30 payment terms upon Cummins' approval of Customer's credit application, Cummins reserves the right to reassess Customer's creditworthiness at any time prior to shipment. If, in Cummins' sole discretion, Customer's financial condition weakens or otherwise declines, Customer has past due invoices with Cummins, or Cummins otherwise determines that extending credit terms is no longer commercially reasonable, Cummins may, upon notice to Customer, (i) require full or partial payment in advance, (ii) require an alternative form of security satisfactory to Cummins, including but not limited to a letter of credit or payment bond, or (iii) withhold shipment until such payment or security is provided. Cummins shall not be liable for any delays or damages resulting from the enforcement of this provision. If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement; or (ii) postpone delivery of any undelivered Equipment in Cummins' possession and/or suspend its services until payment for unpaid invoices is received.

4. TAXES; EXEMPTIONS. Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

5. TITLE; RISK OF LOSS. Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

6. INSPECTION AND ACCEPTANCE. Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's reasonable satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

7. LIEN; SECURITY AGREEMENT. Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

8. CANCELLATION; CHARGES. Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, after receipt of a purchase order for a generator already on order with the factory, or after Cummins is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office sixty (60) or fewer days before the



scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

9. TERMINATION. Cummins may, at any time, terminate this Agreement for convenience upon sixty (60) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Equipment or services supplied under this Agreement, in accordance with the payment terms detailed in Section 3. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

10. MANUALS. Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

11. TRAINING; START UP SERVICES; INSTALLATION. Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

12. MANUFACTURER'S WARRANTY. Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

13. WARRANTY PROCEDURE. Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

14. LIMITATIONS ON WARRANTIES.

THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY. The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

15. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.



16. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY OR NEGLIGENCE), FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

17. DEFAULT; REMEDIES. Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins. Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

18. CUSTOMER REPRESENTATIONS; RELIANCE. Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins make no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

19. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

20. GOVERNING LAW, VENUE, AND JURISDICTION. This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction over, regarding, or relating to any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

21. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.



22. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

23. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

24. PRICING. To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment due to economic and market conditions at the time of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

25. TARIFF AND DUTY SURCHARGES. In addition to any adjustments otherwise provided for in this Agreement, in the event of any increase in the cost of purchased materials due to the impact of any tariffs, duties, levies, or similar government charges ("Tariffs") in effect during the term of this Agreement, the parties agree that such increases shall be passed through directly to the Customer effective immediately upon Cummins' notice to the Customer of such increases. The Customer shall pay Tariff-related increases within thirty (30) days of receipt of invoice.

26. MISCELLANEOUS. Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is in writing and signed by an authorized representative of the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for, and Customer has agreed to purchase of the Equipment pursuant to these Terms and Conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such Terms and Conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event Cummins incurs additional charges hereunder due to the acts or omissions of Customer, the additional charges will be passed on to the Customer, as applicable. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof. The Parties' rights, remedies, and obligations under this Agreement which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 16. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement.

27. COMPLIANCE. Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.



28. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.



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

AGENDA ITEM NO. 9.c.9.

MEETING DATE: November 17, 2025

SUBJECT: Purchase Requisition, Reimburse the City of Alabaster for PPE Equipment, Payroll Cost, Tuition, and Travel/Meals relating to employee Ryan Barger per Alabama State Law (Title 36, Section 36-21-7), \$12,148.90.

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Cody Kornegay

Approved By: Chief Bart Marshall

Summary:

This is a Purchase Order Request to reimburse the City of Alabaster for costs such as PPE Equipment, Payroll Cost, Tuition at Alabama Fire College for Firefighter I and Firefighter II, and Travel/Meals relating to employee Ryan Barger.

Firefighter Barger was a full-time employee of the City of Alabaster, where they sponsored his Firefighter I and II certification at the Alabama Fire College. The appointing authority approved hiring, but he did not complete his three-year service obligation under Alabama State Law (Title 36, Section 36-21-7); therefore, the attached invoice, in the amount of \$12,148.90, reflects the amount owed to the City of Alabaster from the City of Northport, as his current employer.

Recommendation:

Approve this Purchase Order Request in the amount of \$12,148.90 to reimburse the City of Alabaster per Alabama State Law (Title 36, Section 36-21-7) for costs relating to employee Ryan Barger.

Funding Source/GL Code:

GL Code No. 01-35-210-50030 Amount: \$12,148.90

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$12,148.90.

City of Alabaster

1953 Municipal Way
Alabaster, AL 35007

INVOICE

Tracy Worley, HR Director
tworley@cityofalabaster.com 205-664-6838

OCTOBER 28, 2025

TO:

City of Northport
Attn: Joseph Rose, HR Director
3500 McFarland Blvd
Northport AL 35476
205-339-7000

REIMBURSEMENT INVOICE FOR FIREFIGHTER RYAN BARGER FROM CITY OF ALABASTER TO CITY OF NORTHPORT PER ALABAMA STATE LAW TITLE 36-21-7

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
Payroll Cost	Payroll for period of 2/5/24 – 4/12/24		9,936.00
PPE Equipment			
	Work Boots		90.00
	Work Uniform		626.00
	Pullover		60.00
	Badge		93.00
	Nameplate		26.00
	PT Uniforms		87.00
Tuition	Alabama Fire College FF I & II		1085.00
Travel / Meals	Travel / Meals during Fire College		145.90
TOTAL DUE			12,148.90

Make all checks payable to City of Alabaster



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

AGENDA ITEM NO. 9.c.10.

MEETING DATE: November 17, 2025

SUBJECT: Purchase Requisition, Knuckle Boom Truck #4484 repairs; Truckworx Holding Co., \$5,954.56

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: C.C. Thompson

Approved By: Brooke Starnes

Summary:

The turbo actuator in Public Works' Knuckle Boom #4484 has failed, causing the turbocharger veins to seize, which ultimately led to a loss of power and acceleration in the truck. Continuing to use the truck in this condition will lead to severe engine damage.

The Public Works Department owns six knuckle boom trucks (also known as grapple loaders) to collect trash on various routes four days a week. Having all the trucks operational during the upcoming holidays is critical to the Department being able to provide this essential service to the citizens of Northport in the most effective way possible.

We obtained three quotes for the needed parts, and the estimate from Truckworx Kenworth for \$5,954.56 is the lowest quote. Truckworx can have the turbocharger delivered the next day and have all the other parts in stock.

Please accept this request for formal approval of an emergency purchase to replace the turbo actuator and turbocharger in Knuckle Boom #4484.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-37-323-50380 Amount: \$5,954.56

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$5,954.56 to Truckworth Holding Company.

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

Department: Public Works

Division: Public Services

Account Number: 01-37-323-50380

Is This Item In Your Itemized Equipment Budget?

☐ YES

Reason for Request: need to replace turbo actuator in Knuckle Boom #4484

☒ NO

Item Description: turbo actuator, turbocharger, accompanying hardware

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

Name of Person Responsible: Brad Hammer

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

Is This Item Replacement Equipment?

☐ NO

☒ YES

City ID Number that is being replaced: turbo actuator, etc. in #4484

Reason for Replacement: damaged engine

☐ Surplus (attach surplus form)

☐ Transfer (attach transfer form)

☒ Other _____ scrap

Will This Item Be Purchased With Grant Funds?

☒ NO

☐ YES

Grant Agency:

Grant Number:

% Participation:

◆ Departmental Use Only ◆

Bid Number: n/a

Date Bid: n/a

New Bid: ☐ Yes ☐ No

Requisition Number: TBD

Department Head Signature: 

Date: 10/29/2025

◆ Finance Department Use Only ◆

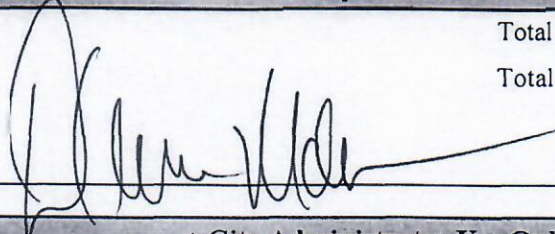
Purchase Account #:

Total Equipment Budget:

YTD Expenditures:

Total Funds Available:

Comments:

Finance Signature: 

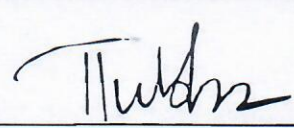
Date: 10/29/25

◆ City Administrator Use Only ◆

Comments:

Approve ☒

Disapprove ☐

City Administrator Signature: 

Date: 10.29.25



MEMORANDUM

To: Tera Tubbs
Darren McGee

Cc: Ron Davis

From: Brooke Starnes 

Date: October 29, 2025

Re: Emergency Purchase Request for #4484

The turbo actuator in Public Works' Knuckle Boom #4484 has failed, causing the turbocharger veins to seize, which ultimately led to a loss of power and acceleration in the truck. Continuing to use the truck in this condition will lead to severe engine damage.

The Public Works Department owns six knuckle boom trucks (also known as grapple loaders) to collect trash on various routes four days a week. Having all the trucks operational during the upcoming holidays is critical to the Department being able to provide this essential service to the citizens of Northport in the most effective way possible.

Since the next opportunity to have the City Council approve a purchase requisition is not until Monday, November 17, 2025, we are requesting to make an emergency purchase in this situation.

We obtained three quotes for the needed parts, and the estimate from Truckworx Kenworth for \$5,954.56 is the lowest quote. Truckworx can have the turbocharger delivered the next day and have all the other parts in stock. We plan to pay for this repair out of the Public Works Trash Truck Repairs Account, 01-37-323-50380.

If you have any questions or need any more information, please let me know.

Thank you.

PARTS QUOTE

Truckworx Kenworth – Tuscaloosa, LLC
3933 Reese Phifer Ave
Tuscaloosa, AL 35401
Phone: (205) 526-2160
Fax: (205) 526-2161

10/22/2025 1:31:36PM

Quote Page 1 of 1
14368 TUS

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

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

NEED PO 209,848 205-333-3003 jeremyl

Delivery Method: Delivery

Supplier	Part / Misc	Description / Ref Number	U/M	Quantity	Price	Extended Price
CX	3798351RXCUM	KIT,ICP TURBOCHARGER	EA	1	4,462.85	4,462.85
All Cummins Recon parts warranties must be repair by an authorized Cummins dealer no over the counter warranties .						
CX	3798351RXCUM-C	KIT-TURBOCHARGER	EA	1	625.00	625.00
CX	6382091RXCUM	KIT, TURBO ACTUATOR	EA	1	1,440.27	1,440.27
All Cummins Recon parts warranties must be repair by an authorized Cummins dealer no over the counter warranties .						
CX	6382091RXCUM-C	KIT, TURBO ACTUATOR-Core	EA	1	210.00	210.00
CX	5286984CUM	STUD	EA	4	9.54	38.16
CX	5263462CUM	NUT	EA	4	3.32	13.28
CX	3798351RXCUM-C	KIT-TURBOCHARGER	EA	-1	625.00	-625.00
CX	6382091RXCUM-C	KIT, TURBO ACTUATOR-Core	EA	-1	210.00	-210.00

Total Parts: \$5,954.56
Total Core Charges: \$835.00
Total Core Returns: \$(835.00)
Quote Subtotal: \$5,954.56
Total Tax: \$0.00
Quote Total: \$5,954.56

209,848

☐ Cash☐ Check☐ Visa☐ M/C☐ Discvr☐ Amex

CkType: Per Co Other _____ Chk# _____

Name: _____ Drivers License #: _____ State: _____

Card #: _____ Exp: _____ Name of Card Holder: _____

Cardholder License #: _____ State: _____ Card Number Phoned: Y ☐ N ☐ Phone #: _____

Date: _____ Received By: _____ Manger Approval: _____ Cashier: _____

\$5,954.56 Exempt AL \$0.00 \$5,954.56
Quote



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

AGENDA ITEM NO. 9.c.11.

MEETING DATE: November 17, 2025

SUBJECT: Purchase Requisition, Effluent Sampler for WWTP, Hach, \$6,129.30

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Allison Martin

Approved By: John Webb

Summary:

The purchase requisition to Hach, in the amount of \$6,129.30, is for an effluent sampler for the Wastewater Treatment Plant.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 50-39-513-50313 Amount: \$6,129.30

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$6,129.30 to Hach.

CITY OF NORTHPORT, ALABAMA

REQUISITION FOR GOODS AND SERVICES

DEPT./DIVISION Utilities

Date: 10/15/2025

REQUISTIONER: Terry West

<u>Qty</u>	<u>Items</u>	<u>Unit Price</u>	<u>Total Price</u>	<u>Suggested Account Number</u>
1	AS950 Refrigerated Sampler Bundle- 2.5 Gallon	\$6,064.80	\$6,064.80	50-39-513-50313
1	FREIGHT	\$64.50	\$64.50	50-39-513-50313
			\$0.00	
			\$0.00	
			\$0.00	
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			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
TOTAL			\$6,129.30	

Request P.O. to:
HACH

Superintendent Approval

Jerry Wood

Business License Required?

Operations Manager Approval

COMMENTS (Requisitioner or Department Head):
Effluent Sampler for composite test

DEPARTMENT HEAD (Signature)

COMMENTS:



Be Right™

Quotation

Quote Number: 101237207v1

Use quote number at time of order to ensure
that you receive prices quoted

Hach

PO Box 608

Loveland, CO 80539-0608

Phone: (800) 227-4224

Email: quotes@hach.com

Website: www.hach.com

Quote Date: 10/13/2025

Quote Expiration: 11/12/2025

CITY OF NORTHPORT
ACCOUNTS PAYABLE
PO BOX 569
NORTHPORT, AL 35476-0569

Name: Terry West
Phone: 205-752-5907
Email: twest@cityofnorthport.org

Customer Account Number : 041652

Sales Contact: Michael McIntosh Email: michael.mcintosh@hach.com Phone: (601) 623-7334

PRICING QUOTATION

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
1	ASR.CXXX1X21XX	AS950 Refrigerated Sampler Bundle, 115V, with 1 - 2.5 Gallon Bottle. Standard lead time 20 days.	1	6,064.80	6,064.80
				Grand Total	\$ 6,064.80

TERMS OF SALE

Freight: Ground Prepay and Add

FCA: Hach's facility

ALL LEAD TIMES ARE ESTIMATED AND NOT GUARANTEED.

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract

from the provisions of the Hach TCS are not part of the Contract.



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

AGENDA ITEM NO. 9.c.12.

MEETING DATE: November 17, 2025

**SUBJECT: Purchase Requisition, Outsourced Legal Services, Professional Services,
MaynardNexsen, \$36,053.50**

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: Kim Braughton

Approved By: Ron Davis

Summary:

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

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-16-000-50247 Amount: \$36,053.50

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$36,053.50 to MaynardNexsen.



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

AGENDA ITEM NO. 9.c.13.

MEETING DATE: November 17, 2025

SUBJECT: Purchase Requisition, Granicus, \$7,818.78

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Whitney Bostick

Approved By: Darren McGee

Summary:

This is for the renewal of a software that assists the Finance Department in identifying and enforcing the code for short-term rental properties. This is an annual fee and is a budgeted expense.

Recommendation:

It is recommended that this be approved.

Funding Source/GL Code:

GL Code No. 01-25-000-50111 Amount: \$7,818.78

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$7,818.78 to 01-25-000-50111.

Granicus Budgetary Proposal for Northport AL

ORDER DETAILS

Prepared By: Karol Arroyo
Phone:
Email: karol.arroyo@granicus.com
Order #: Q-487901
Prepared On: 15 Oct 2025
Expires On: 30 Nov 2025

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription End Date: 30 Nov 2025
Period of Performance: 01 Dec 2025 - 30 Nov 2026

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Address Identification and Monitoring	Annual	1 Each	\$2,310.00
Compliance Outreach	Annual	1 Each	\$3,333.91
Rental Activity Data	Annual	1 Each	\$2,174.87
SUBTOTAL:			\$7,818.78

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-487901 dated 15 Oct 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Northport AL to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- The terms and conditions set forth in the Agreement effective 01 Dec 2023 are incorporated herein by reference.



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

AGENDA ITEM NO. 9.c.14.

MEETING DATE: November 17, 2025

SUBJECT: Purchase Requisition, Renewal of supersedeas Bond pertaining to Condemnation of Property for the Hwy. 69/Union Chapel Road Realignment Project

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Kim Braughton

Approved By: Ron Davis

Summary:

On November 5, 2018, by Resolution 18-098, the City Council authorized the appeal from Probate Court to Circuit court of the Condemnation Award for the Union Chapel Road Realignment Project, for Tract 2. A portion of this condemnation appeal process required the City of Northport to post a Supersedeas Bond, which we did in 2018. In 2023, we obtained an order reducing the total bond amount to \$423,000. The attached invoice is for the renewal of said reduced bond in the amount of \$7,595.00 for a policy period of 11/20/2025 to 11/20/2026. This expense should be charged against the Hwy. 69/UCR Realignment Project and will be reimbursed by TCRIC.

Recommendation:

Approve.

Funding Source/GL Code:

GL Code No. 02-32-600-80002 Amount: \$7,595.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$7,595.00 to USI Insurance Services, LLC.

USI Insurance Services, LLC
P.O. Box 62689 * Virginia Beach, VA 23466

RECEIVED NOV 03 2025

-----INVOICE-----

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

Invoice Date 09/03/25
Invoice No. 5670557
Bill-To Code CITYNOR24
Client Code CITYNOR24
Inv Order No. 477*8423964

Named Insured: City of Northport

Amount Remitted: \$
Pay via Credit Card or EFT Draft: usi.com/paymybill

Make checks payable to: USI Insurance Services, LLC

Effective Date	Policy Period	Coverage Description	Transaction Amount
11/20/25	11/20/25 to 11/20/26	Ohio Casualty Insurance Company Policy No. 80C203825 *New - Judicial Bond	7,595.00
		Invoice Number: 5670557 Amount Due:	7,595.00

***Premiums Due and Payable on Effective Date**

FRAUD PREVENTION NOTICE: USI will never provide unsolicited payment instructions. You should only change payment instructions if confirmed by calling your USI Account Manager or contacting your local USI office.

MZWEW Page: 1

ORIGINAL INVOICE



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

AGENDA ITEM NO. 9.c.15.

MEETING DATE: November 17, 2025

SUBJECT: Purchase Requisition, Service Contract for Elevators at River Run Park, Mowrey Elevator, \$3,600.00

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: Morgan Stuart

Approved By: Brad Matthews

Summary:

The Engineering department is requesting the purchase requisition for a service contract for elevators at River Run Park with Mowrey Elevator for an amount of \$3,600.00 for the year. This is for a 3 year term agreement for \$300/month.

Recommendation:

That the purchase requisition be approved

Funding Source/GL Code:

GL Code No. 01-46-400-50111 Amount: \$300/month

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$300/month, a total of \$3,600 a year, to Mowrey Elevator.

MOWREY

E L E V A T O R

To: **CITY OF NORTHPORT, ALABAMA A MUNICIPAL CORP**
P.O. BOX 569
NORTHPORT, AL 35476

For: **RIVER RUN PARK @ NORTHPORT SHORE**
3950 3RD STREET
NORTHPORT, AL 35476

Equipment to Be Maintained:

Unit Quantity: TWO
MANUFACTURER: SAVARIA
TYPE OF UNIT: LULA'S
UNIT ID or SERIAL:
NUMBER OF STOPS: TWO
START DATE: UPON SIGNED ACCEPTANCE AND AFTER INITIAL THREE MONTHS OF FREE
MAINTENANCE

Mowrey Elevator Company. agrees to maintain your elevator equipment as outlined in this agreement. We will provide a maintenance program that conforms with the elevator safety code.

Elevator Maintenance Agreement

2 of 5

Dependable Maintenance

Mowrey Elevator Company. will perform the following services:

Examine the elevator equipment for proper operation. Our examination, lubrication and adjustment will cover the following component groups and related equipment of your elevator system:

- **Control and landing positioning systems**
- **Signal fixtures**
- **Machines, drives, motors, governors, sheaves, and ropes**
- **Power units, pumps, valves and jacks**
- **Car and hoistway door operating devices and door protection equipment**
- **Loadweighers, car frames and platforms and counterweights**
- **Safety mechanisms**

Lubricate equipment for smooth and efficient performance.

Relamp all signals as required (during regularly scheduled visits).

Repair or replace components worn due to normal wear. Refer to "Other considerations" section for items not covered.

☒ Test equipment as outlined in the American National Standard Safety Code for Elevators and Escalators, ANSI A17.1, current edition as of the date this agreement begins (only if box is checked). We will perform governor and safety tests on traction elevators once per year and relief pressure tests on hydraulic elevators once per year. You agree to pay any costs of the inspector or inspection fees.

By Highly Trained Mowrey Elevator Company. Professionals

Mowrey Elevator Company. -employed and supervised elevator technicians, who are among the most trusted in the industry, will provide all maintenance courteously and dependably. Our elevator technicians receive ongoing training in general equipment development.

With Assurance of the Mowrey Elevator Company. Standard of Quality

To help increase elevator performance and decrease downtime, our technicians utilize the latest industry methods and technology available to us. They will be equipped with the tools and knowledge to troubleshoot your unique system.

Behind our technicians is a team devoted to elevator excellence. Technicians are supported around the

clock by a family of engineers and field experts. Our technical support facilities continuously research advancements in industry and in your equipment.

Mowrey Elevator Company. maintains a comprehensive parts inventory to support our field operations. Replacement parts are stored in our convenient regional locations and are normally available as necessary. Most specialized parts are available within 24 hours, seven days a week. All replacement parts used in your elevators will be new or refurbished to meet the quality standards of Mowrey Elevator Company.

In a Timely and Responsive Manner

We will visit your elevator at regular intervals during the life of this agreement. These visits will be performed during normal business hours. Monday through Friday, 8:00 a.m. to 4:30 p.m. (except for scheduled holidays). We respond to callbacks during these hours at no extra charge. Callbacks are defined as minor adjustments or repairs. Callbacks outside of our normal business hours and any overtime work or testing that you request will be billed based on the checked option below:

☐ Callbacks outside of normal business hours will be billed at a standard overtime rate. You agree to pay for travel time for any overtime service.

☒ On callbacks, outside of normal business hours, we will absorb the worked hours at straight time rates, and you will be charged for the overtime premium portion including for travel time. The hourly amount of this "overtime premium" will be \$100.00 per hour (subject to adjustment) with a 2-hour minimum charge.

☐ On all emergency callbacks, we will absorb overtime premium expenses.

When a malfunction of your elevator equipment occurs between visits, our technicians will respond promptly. You can reach us at our central dispatch location at 800-441-4449. A trained representative will handle your call quickly and professionally.

At a Reasonable Cost

The price for the services as stated in this agreement shall be **THREE HUNDRED DOLLARS AND NO/100 (\$300.00)** per month, payable monthly in advance. Non-payment by you of any monies owing under this agreement shall result in the accrual of interest on the delinquent monies at the maximum

rate allowable by law. Time is of the essence.

This agreement is effective for three (3) years starting UPON SIGNED ACCEPTANCE and is non-cancelable except for reasons of non-performance. Non-performance is defined as Mowrey Elevator Company's unwillingness or inability to make corrections or repairs to covered items, within 14 days after receiving written notice via certified mail, return receipt requested. To ensure continuous service, this agreement will be automatically renewed for successive three (3) year periods, unless either party timely serves written notice upon the other party of its intention to cancel at least ninety (90) days before the end of the initial three (3) year period, or ninety (90) days before the end of any subsequent three (3) year renewal period. Notice shall be sent by certified mail, return receipt requested. Time is of the essence. Unilateral termination of this agreement by you will result in substantial and significant loss and damage to Mowrey Elevator Company. Since the extent of any such loss or damage cannot be accurately ascertained with any degree of certainty, both parties to Agreement specifically acknowledge and agree that any unauthorized unilateral termination hereof by you shall result in payment of liquidated damages to Mowrey Elevator Company. in the amount of twenty-two (22%) percent of the total contract price for the full term hereof.

MOWREY
ELEVATOR

RIVER RUN PARK

Your Responsibilities

Product Information

You agree to provide Mowrey Elevator Company with current wiring diagrams that reflect all changes, parts catalogs and maintenance instructions for the equipment covered by this agreement. You agree to authorize us to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back-up of the software embodied therein. These items will remain your property.

Safety

You agree to instruct or warn passengers about the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect equipment malfunctions between elevator examinations. You agree to report immediately on any condition that may indicate the need for correction before the next regular examination. You agree to shut down the equipment immediately upon manifestation of any irregularities in operation or appearance of the equipment, notify us at once, and keep the equipment shut down until the completion of any repairs. You agree to give us verbal notice immediately and written notice within ten (10) days after any occurrence or accident in or about the elevator. You agree to provide us with legible copies of all accident reports pertaining to any claimed or actual accident or injury to people or to property occurring in or near the elevator equipment. You agree to provide our personnel with a safe place in which to work. We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place in which to work. You agree to provide a suitable machine room including secured doors, waterproofing, lighting, ventilation, and heat to maintain the room at a temperature of 50° F minimum to 90° F maximum. You also agree to always maintain the elevator pit in a dry and clean condition. Should water or other liquids become present, you will contract with others for removal

and the proper handling of such liquids.

Other

You agree to accept our judgment as to the means and methods to be employed for any corrective work under this agreement. In the event of the sale, lease or other transfer of the elevator(s) or equipment described herein, or the premises in which they are located, you agree to see that such successor is made aware of this agreement and assumes and agrees to be bound by the terms hereof for the balance of the agreement, and subject to termination as herein provided, or otherwise be liable for the full unpaid balance due for the full unexpired term of the agreement. You will not be discharged of your obligations on this Agreement until you have provided us with a copy of a properly executed written assignment of this Agreement the obligations of which have been accepted by an assignee who is, in our opinion, financially responsible and until we issue to you written confirmation of your discharge from the obligations of this Agreement.

In consideration of the performance of the services and the furnishing of the materials as specified at the price stated in this Agreement it is expressly understood that Mowrey Elevator Company. assumes no liability for accidents, injuries to persons or damage to property occurring on or near any part of the elevator system which is the subject of this Agreement regardless of the cause of any such accident, bodily injury or property damage and regardless of any negligence upon the part of Mowrey Elevator Company., its employees, officers, agents, subcontractors or assigns, or that of any other person(s) or entity or entities. You and the owner of the elevator equipment do hereby further unconditionally agree to indemnify, defend, hold harmless, discharge, release, and forever acquit Mowrey Elevator Company., its officers, agents and employees from and against any and all claims, demand, suits and proceedings brought against Mowrey Elevator Company or its officers, directors, employees or agents of any nature whatsoever, including but not limited to claims

and lawsuits for losses of any kind, property damage, personal injury or death that are alleged to have arisen from or alleged to be connected with the presence, use misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this Agreement or the associated areas surrounding such equipment, specifically including claims or losses alleged or proved to have arisen from the joint negligence or sole negligence of Mowrey Elevator Company or its officers, directors, employees or agents. The indemnification included in this paragraph shall include the indemnification by you of Mowrey Elevator Company costs and attorney fees.

You expressly agree to name Mowrey Elevator Company as an additional named insured in your bodily injury liability and excess (umbrella) liability insurance policies. Such insurance must insure Mowrey Elevator Company. for those accidents, bodily injury claims and property damage claims referenced in the above paragraph. You hereby waive the right of subrogation against Mowrey Elevator Company.

It is understood that the elevator is always owned by the customer and is under the complete control of the owner and customer who is responsible for its safe operation while in use.

Compliance-related site fees and charges are not included in the contract price and shall be the sole responsibility of the Owner.

MOWREY
E L E V A T O R

RIVER RUN PARK

Other Considerations**Items Not Covered**

We do not cover cosmetic, construction or ancillary components of the elevator system, including the finishing, repairing or replacement of the cab enclosure, ceiling frames, panels and/or fixtures, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller. Further, we do not cover solid state starters, hydraulic elevator underground cylinder and piping, telescopic cylinder packings, buried piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, proprietary control equipment, proprietary machines, MRL suspension means, communication devices, telephones, security systems not installed by us, batteries for emergency lighting and elevator cab lowering, air conditioners, heaters, ventilation fans, telescopic cylinder packing- replacement and all other items as set forth and excluded in this agreement. You understand and agree that any request for service that is placed for any non-covered item will be billed and paid for at our normal rates for labor and/or parts.

Annual Price Adjustments

As the costs we incur for providing elevator service increase and decrease annually, we will adjust the price of your service accordingly on an annual basis. We will adjust your monthly price based on the percentage change in the average rate paid to elevator examiners. This rate consists of the hourly rate paid to examiners plus Fringe benefits.

Pricing may also increase or decrease in the event the equipment is modified from its present state.

Overdue Invoices

A service charge of 1½% per month, or the highest legal rate, whichever is less, shall apply to overdue accounts. If you do not pay any sum within sixty (60) days from the billing date, we may also

choose to do one of the following: 1) suspend all service until all amounts due have been paid in full, or 2) declare all sums for the unexpired term of this agreement due immediately and terminate this agreement. If Mowrey Elevator Company elects to suspend service, we shall not be responsible for damages or injuries to persons or property from the lack of service.

Other Conditions

With the passage of time, equipment technology and designs will change. We will not be required to make any changes or recommendations to the existing design or function of the unit(s). We shall not be obligated to service, make renewals or repairs upon the equipment by reason of obsolescence, misuse of the equipment, another's negligence, loss of power, electrical fluctuation including brown outs, surges and spikes, blown fuse(s), tripped stop switch(es), theft, vandalism, explosion, fire, power failure, water damage, storm, lightning, nuisance calls, acts of civil or military authorities, strikes, lockouts, acts of God or any other reason or cause beyond our control. If any component of the elevator becomes obsolete or outmoded, or is no longer manufactured by the original manufacturer, it shall be your obligation to replace the obsolete or outmoded component at your expense. We will not be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, any governmental agency or authority or any third party. You understand and agree that any request for service that is placed for any non-covered item will be billed and paid for at our normal rates for labor and/or parts.

Should your system require any of the safety tests on the commencement date of this agreement, Mowrey Elevator Company assumes no responsibility for the operation of the governor or safeties on traction elevator, or the hydraulic system on hydraulic elevators under the terms of this agreement until the test has been made. We shall not

be liable for damage to the building structure resulting from the performance of the safety tests. Should the respective system fail any of the required tests, it shall be your sole responsibility to make necessary repairs and to place the equipment in a condition that will be acceptable for coverage under the terms of this agreement.

In the event a third party is retained to enforce, construe, or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury in any action against us and do further hereby consent that venue of any proceeding or lawsuit shall be in the County or Circuit Court of Leon County, Florida depending on the money amount of damages sought.

If any portion of this agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such findings shall not affect the validity or enforceability of any other portion of this agreement.

Our rights under this agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode, or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement. In the event of litigation involving the collection of any sum due on this Agreement the prevailing party shall be entitled to an award of attorney's fees and costs at the trial and appellate levels.

MOWREY
ELEVATOR

RIVER RUN PARK

Acceptance

Your acceptance of this agreement and its approval by an authorized manager of Mowrey Elevator Company will constitute exclusively and entirely the agreement for the services described herein. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern in the event of a conflict. This proposal is hereby accepted in its entirety and shall constitute the entire agreement as contemplated by you and us.

No agent, employee or service technician shall have the authority to waive or modify any of the terms of this agreement without the written approval of an authorized manager of Mowrey Elevator Company.

Accepted:**Mowrey Elevator Company of Florida, Inc**

By: _____
Signature of Mowrey Representative

Title: _____

Date: _____

Name Of Purchaser

By: _____
Signature of Authorized Representative

____ Corporation ____ Non -Profit Corporation ____ LP
____ LLC ____ Partnership ____ Sole Partnership ____ Other

Print Name

Title: _____

Date: _____

Please complete the following information: All billing is now electronic you, provide an email address below

Physical Address

Contact Name

City, State, Zip Code

(_____)_____
Contact Phone Number

Billing Name

Billing Contact Email Address

Billing Address

City, State, Zip Code

To better serve our customers, we offer Visa, MasterCard, American Express, and Electronic Draft as payment options. If you are interested in any of these services, please contact Terri Stewart (800) 441-4449.

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800-441-4449 FAX 850-526-2375



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

AGENDA ITEM NO. 9.c.16.

MEETING DATE: November 17, 2025

SUBJECT: Purchase Requisition, Cellular Wireless Phone Monitoring for Elevators at River Run Park, Mowrey Elevator, \$2,140.00

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 the purchase requisition for cellular wireless phone monitoring for elevators at River Run Park with Mowrey Elevator in the amount of \$2,140.00 for the year. This is for a 3-year term agreement at \$60/month per elevator and a one-time fee of \$350.00 per elevator if needed for outside antenna.

Recommendation:

That the purchase requisition be approved.

Funding Source/GL Code:

GL Code No. 01-46-400-50111 Amount: \$2,140.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$2,140.00 to Mowrey Elevator.



ACCOUNT # _____

CONTRACT # _____

ELEVATOR TELEPHONE SERVICE MONTHLY CONTRACT

1. EQUIPMENT:

Seller agrees to provide services to Buyer in accordance with the terms and conditions contained herein with respect to the following equipment:

- (2) VANDAL RESISTANT/HANDS FREE TELEPHONE
- (2) PHONE MONITORING SERVICE
- (2) CELLULAR PHONE LINE

2. TERMS:

Three (3) years with an automatic renewal period (see Article E).

3. CHARGES:

- a. One-time fee of **\$350.00** per outside antenna needed (if not needed, will not be charged)
- b. Monthly recurring charges - **\$ 60.00** per month, per elevator

4. LOCATION:

Equipment installed in Customer's premises located at:

**RIVER RUN PARK @ NORTHPORT SHORE
BASEBALL & SOFTBALL FIELD
3950 3RD STREET
NORTHPORT, AL 35476**

Owner will provide unlimited access to the equipment. Equipment remains the property of Elevator Telephone Service and will be removed for non-payment.

A. MAINTENANCE SERVICES:

1. Pursuant to the terms and conditions of this Agreement, Seller shall provide Buyer during the terms of the Agreement and with respect to the Equipment described, the services summarized as follows:
 - a. Remedial maintenance services upon request by Buyer to restore malfunctioning operating component parts of the Equipment to proper working order.
2. Seller's remedial maintenance response objective is as follows:
 - a. With respect to a Major Malfunction of the Equipment (defined as outgoing telephone service), Seller's policy is to respond to Buyer's premises and complete such repairs as soon as reasonably practicable. Major Malfunction maintenance requested after Seller's normal weekday business hours will be billed to Buyer at the prevailing overtime hourly rate with a minimum two (2) hour service charge.

3. Maintenance does not include any services necessitated by or of the type described in any of the following:
 - a. Labor and material cost of additions, changes, relocation, removals, operating supplies and accessories, specifications, or engineering changes.
 - b. Negligent, willful, or intentional actions of Buyer, acts of God, fire, theft, or other type causes.
 - a. Accident, casualty, neglect, misuse, or any cause other than normal use in the manner intended by the parties hereto as described in the Equipment specifications. If the phone is destroyed, the minimum cost for a new phone will be **\$375.00** installed (labor and material for each phone).

B. TERMS AND PAYMENT:

1. The initial term of the Agreement shall commence on the date of acceptance and will cover a period of three (3) years. Payments due from the Buyer to Seller hereunder shall be made within thirty (30) days of the date of Seller's invoice, therefore. In the event payment is not made within thirty (30) days, Seller shall not be obligated to perform pursuant to this Agreement. This contract shall automatically be increased every January 1, for a price adjustment.

C. TAXES:

The Maintenance Service rate(s) or other charges incurred by Buyer under this Agreement do not include any federal, local privilege, use, sale, or excise taxes paid or payable by either Seller or Buyer with respect to this Agreement or any of the services provided by Seller or Buyer except for taxes based on Seller's net income or capital stock, which shall be borne by Seller.

LIMITATION OF LIABILITY:

The Buyer agrees that neither Seller nor its subcontractor shall be liable for any loss or damage to the Equipment or other property or injury or death, to the Buyers agents, employees or customers arising I connection with the Maintenance Services provided by Seller or its subcontractors under this agreement. IN NO EVENT SHALL SELLER OR ITS SUBCONTRACTOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOSS BY BUYER OR BUSINESS, REVENUES OR GOODWILL) ARISING IN CONNECTION WITH THIS AGREEMENT OR THE EQUIPMENT.

D. ASSIGNMENT:

Seller may assign, subcontract, transfer or otherwise dispose of, in whole or part, any of its interest, rights or obligations under this Agreement including without limitations, Seller's obligation to provide Maintenance Services, if Seller first gives adequate prior written notice thereof to the Buyer.

E. TERMINATION:

Termination of the contract may be accomplished by the Seller or Buyer with (30) days written notice given prior to the anniversary date, or the contract shall automatically renew for additional three (3) year periods. Upon cancellation, the phone equipment shall be returned to Seller. If Seller seeks enforcement of this agreement, Buyer shall be liable for all costs incurred, including a reasonable attorney's fee. The venue shall be either Broward or Leon County.

SELLER

MOWREY ELEVATOR COMPANY OF FLORIDA, INC

SIGNATURE: _____

PRINT: _____

TITLE: _____

DATE: _____

BUYER

SIGNATURE: _____

PRINT: _____

TITLE: _____

DATE: _____

Note: an onsite survey will be conducted to determine the availability of adequate cellular service at this location. If the cellular service is not adequate or becomes inadequate at any time during this agreement, the agreement shall be null, and void and all equipment returned to ETS

Please complete the following information:

All billing is now electronic, provide email address below

(The following information is needed for billing purposes with the signed Elevator Telephone Service Agreement).

Compliance-related site fees and charges are not included in the contract price and shall be the sole responsibility of the Owner.

Physical Address

City, State, Zip Code

Billing Location Name

Billing Address

City, State, Zip Code

Contact Person's Name

Contact Phone Number

Billing Contact Email Address

Note: TO BETTER SERVE OUR CUSTOMERS, WE OFFER VISA, MASTERCARD, AMERICAN EXPRESS AND ELECTRONIC DRAFT AS PAYMENT OPTIONS. FOR BILLING, PLEASE CONTACT TERRI STEWART AT 1-800-441-4449, EXTENSION 162. PLEASE RETURN TO 4518 LAFAYETTE STREET, MARIANNA, FL 32446.



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

AGENDA ITEM NO. 9.c.17.

MEETING DATE: November 17, 2025

SUBJECT: Purchase Requisition, Dell Technologies, 2026 Computer Replacement Project, \$10,692.30

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: Brandi Hambright

Approved By: Scott Murphy

Summary:

The IT Department requests requisition approval to Dell Technologies (Dell Marketing) for the 2026 Computer Replacement Project. This order includes laptops for the Public Works shop. The total amount for this order is \$10,692.30 and is a budgeted expense. Requisition No. 260616.

Recommendation:

Approval of the Consent Agenda will authorize this request.

Funding Source/GL Code:

GL Code No. 01-22-000-50108 Amount: \$10,692.30

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$10,692.30 to Dell Marketing, LP.



Your Quote is ready.

Your personalized Quote is now available for purchase.

Complete your order through our secure online checkout before your Quote expires.

Order Now

Quote Name:	6x Dell Pro 13 Plus 2in1	Sales Rep	Sam Cramer
Quote No.	3000196125875.2	Phone	1(800) 4563355
Total	\$10,692.30	Email	Sam.Cramer1@dell.com
Customer #	19423206	Billing To	ACCOUNTS PAYABLE
Quoted On	Nov. 07, 2025		CITY OF NORTHPORT
Expires by	Nov. 22, 2025		PO BOX 569
	OMNIA-National		NORTHPORT, AL 35476-0569
Contract Name	Cooperative Purchasing Alliance (NCPA)		
Contract Code	C000001019611		
Customer Agreement #	NCPA 01-143		
Deal ID	30262932		

Message from your Sales Rep

If you are ready to place your order, you can click the order now button. If you need to make any changes you can call me directly at 512-513-0949 or email me at Sam.Cramer1@dell.com. Thanks!

Regards,
Sam Cramer

Shipping Group

Shipping To	Shipping Method
NORTHPORT IT DEPT CITY OF NORTHPORT 3721 26TH AVE NORTHPORT, AL 35473-2952 (205) 339-7000	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell Pro 13 Plus PB13250	\$1,782.05	6	\$10,692.30

Subtotal:	\$10,692.30
Shipping:	\$0.00
Non-Taxable Amount:	\$10,692.30
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$10,692.30
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Shipping Group Details

Shipping To	Shipping Method
NORTHPORT IT DEPT CITY OF NORTHPORT 3721 26TH AVE NORTHPORT, AL 35473-2952 (205) 339-7000	Standard Delivery

	Unit Price	Quantity	Subtotal
Dell Pro 13 Plus PB13250	\$1,782.05	6	\$10,692.30
Estimated delivery if purchased today: Nov. 19, 2025 Contract # C000001019611 Customer Agreement # NCPA 01-143			

Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro 13 Plus (PB13250) XCTO Base	210-BPKV	-	6	-
Intel(R) Core(TM) Ultra 5 235U vPro(R) (12 TOPS NPU, 12 cores, up to 4.9 GHz)	379-BFXD	-	6	-
Windows 11 Pro	619-BBQD	-	6	-
32 GB: 2 x 16 GB, DDR5, 5600 MT/s (5200 MT/s with Intel Core processors)	370-BCNK	-	6	-
Integrated Intel graphics for Intel Core Ultra 5 235U vPro processor	338-CRWK	-	6	-
512 GB SSD	400-BSLJ	-	6	-
English, French, Spanish, Brazilian Portuguese	619-BBPD	-	6	-
2in1 13.3", Touch, FHD+, 300 nit, 100% sRGB, Pen Support, 5MP+IR Cam, 4G capable	391-BJVP	-	6	-
Fingerprint Reader only (No Smart Card Reader), Control Vault 3+	346-BLLS	-	6	-
5MP HDR + IR Camera with Presence Detection, Facial Recognition, TNR, Camera Shutter, Microphone	319-BBJW	-	6	-
English US backlit Copilot key keyboard	583-BMWW	-	6	-
Intel AX211 WLAN Driver	555-BLYT	-	6	-
Intel® Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth® 5.3 card	555-BLLZ	-	6	-
3-cell, 55 Wh, ExpressCharge Capable, ExpressCharge Boost Capable	451-BDKX	-	6	-
65W AC adapter, USB Type-C	492-BDTG	-	6	-
E4 Power Cord 1M for US	537-BBDO	-	6	-
Quick Start Guide	340-DTTX	-	6	-
Documentation	340-DNBV	-	6	-
ENERGY STAR Qualified	387-BBLW	-	6	-
Custom Configuration	817-BBBB	-	6	-
Dell Pro 13 Plus Mix Model	340-DTRN	-	6	-
EPEAT Gold with Climate+	379-BDZB	-	6	-
Intel(R) Connectivity Performance Suite	640-BBTF	-	6	-
Intel Core Ultra 5 vPro Processor Label	389-FJMH	-	6	-
Intel Rapid Storage Technology Driver	409-BCYP	-	6	-

4G or 5G WWAN Tray	321-BLYG	-	6	-
Intel vPro Enterprise Technology Enabled	631-BCCC	-	6	-
Dell Limited Hardware Warranty	714-0464	-	6	-
ProSupport Plus: Next Business Day Onsite, 1 Year	714-6667	-	6	-
ProSupport Plus: Next Business Day Onsite, 4 Year Extended	714-6695	-	6	-
ProSupport Plus: Accidental Damage Service, 5 Years	714-6709	-	6	-
ProSupport Plus: Keep Your Hard Drive, 5 Years	714-6710	-	6	-
ProSupport Plus: 7x24 Technical Support, 5 Years	714-6711	-	6	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	6	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	6	-
Activate Your Microsoft 365 For A 30 Day Trial	630-ABBT	-	6	-
Dell Additional SW - Dell Pro Laptop	658-BFVB	-	6	-

Subtotal:	\$10,692.30
Shipping:	\$0.00
Estimated Tax:	\$0.00

Total:	\$10,692.30
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Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All products, pricing, and other information is based on the latest information available and is subject to change for any reason, including but not limited to tariffs imposed by government authorities. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offerspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.



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

AGENDA ITEM NO. 10.b.1.

MEETING DATE: November 17, 2025

SUBJECT: Resolution fixing the cost of nuisance weed abatement and authorizing filing a lien for property located at 908 15th Avenue

Unfinished Business:

Public Hearing: X

New Business:

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Kim Braughton

Approved By: Ron Davis

Summary:

Please find attached, a proposed resolution fixing the cost of nuisance weed abatement and authorizing the filing of a lien for property located at 908 15th Avenue. The nuisance was abated at the City's effort and expense, and the property owner has failed to reimburse the City after multiple notices of the nuisance and abatement.

Recommendation:

Approve the attached resolution.

Funding Source/GL Code:

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

Motion for Consideration:

I move to adopt the resolution fixing the cost of nuisance weed abatement and authorizing the filing of a lien for property located at 908 15th Avenue, Northport.

RESOLUTION NO. 25-

**RESOLUTION FIXING THE COST OF NUISANCE WEED ABATEMENT AND
AUTHORIZING THE FILING OF A LIEN FOR PROPERTY LOCATED AT 908 15TH
AVENUE**

WHEREAS, the person last assessed for the property taxes at property located at 908 15th Avenue, Northport, Alabama, is Thornton Greene Chandler, Sr. and Karen M. Chandler as recorded in Deed Book 2008, Page 15873, more particularly described as:

Lot Number 4 and the N ½ (North Half) of Lot Number 5, according to the plat of Battle Place, as shown by Plat recorded in Probate Office of Tuscaloosa County Alabama, in Plat Book 5, on Page 64.

Also known as Parcel ID No. 63-31-05-15-2-025-002.000

WHEREAS, nuisance weeds on the property have been abated by the effort and expense of the City of Northport pursuant to Chapter 42, Article VII. (Weed Control) of the Northport City Code of Ordinances and Section 11-67-80, Code of Alabama (1975), as amended; and,

WHEREAS, the cost of said abatement is \$285.00 and the cost of all legal advertising related thereto is \$18.68; and

WHEREAS, the cost of abatement and legal advertising shall, upon confirmation by the City Council, constitute a weed lien against the various parcels of land from which the nuisance was abated, pursuant to Section 11-67-66, Code of Alabama (1975), as amended.

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

1. That the cost of the abatement of nuisance weeds and legal advertising for the property located at 908 15th Avenue, Northport, Alabama, as recorded in Deed Book 2008, Page 15873, is hereby fixed at \$303.68.
2. That the amount shall hereinafter be referred to as a "weed lien," and shall be turned over to the county tax collector for collection.
3. That the Northport City Council will hold a public hearing on the 17th day of November 2025 at 5:30 p.m. in the Council Chambers at the Northport City Hall for the property listed herein.
4. This resolution shall become effective immediately upon its passage or otherwise becoming law.

RESOLVED AND DONE THIS 17th DAY OF NOVEMBER, 2025.

**CITY COUNCIL OF THE CITY OF
NORTHPORT**

BY: _____
Jamie Dykes, Its President

ATTEST:

Tera Tubbs, Interim City Administrator

Reading: November 17, 2025
Motion By:
Second By:



Mayor • Dale Phillips

Council Members

District 1 • Turnley Smith

District 2 • Woodrow Washington, III

District 3 • Jaime Conger

District 4 • Jamie Dykes

District 5 • Danny C. Higdon

Interim City Administrator • Tera Tubbs

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:

Resolution No. _____ Entitled: Resolution fixing the cost of nuisance weed abatement and authorizing filing a lien for property located at 908 15th 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 November 17, 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



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

AGENDA ITEM NO. 10.b.2.

MEETING DATE: November 17, 2025

SUBJECT: Resolution fixing the cost of nuisance weed abatement and authorizing filing a lien for property located at 3080 69th Avenue

Unfinished Business:

Public Hearing: X

New Business:

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Kim Braughton

Approved By: Ron Davis

Summary:

Please find attached, a proposed resolution fixing the cost of nuisance weed abatement and authorizing the filing of a lien for property located at 3080 69th Avenue. The nuisance was abated at the City's effort and expense, and the property owner has failed to reimburse the City after multiple notices of the nuisance and abatement.

Recommendation:

Adopt the attached resolution.

Funding Source/GL Code:

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

Motion for Consideration:

I move to adopt the resolution fixing the cost of nuisance weed abatement and authorizing the filing of a lien for property located at 3080 69th Avenue, Northport.

RESOLUTION NO. 25-

RESOLUTION FIXING THE COST OF NUISANCE WEED ABATEMENT AND AUTHORIZING THE FILING OF A LIEN FOR PROPERTY LOCATED AT 3080 69th AVENUE

WHEREAS, the person last assessed for the property taxes at property located at 3080 69th Avenue, Northport, Alabama, is Eagle Holdings, LLC as recorded in Deed Book 2012, Page 20789, more particularly described as:

Parcel 31: 3080 69th Avenue; Tuscaloosa, Alabama
Lot 1 Resurvey of Lot No. 5 Simpson Subdivision, a map or plat of which is recorded in Plat Book 14, at Page 142 in the Probate Office of Tuscaloosa County, Alabama, referenced to the said map or plat being hereby made in aid of and as a part of this description.

Also known as Parcel ID No. 63-31-03-07-3-003-004.001

WHEREAS, nuisance weeds on the property have been abated by the effort and expense of the City of Northport pursuant to Chapter 42, Article VII. (Weed Control) of the Northport City Code of Ordinances and Section 11-67-80, Code of Alabama (1975), as amended; and,

WHEREAS, the cost of said abatement is \$365.00 and the cost of all legal advertising related thereto is \$18.68; and

WHEREAS, the cost of abatement and legal advertising shall, upon confirmation by the City Council, constitute a weed lien against the various parcels of land from which the nuisance was abated, pursuant to Section 11-67-66, Code of Alabama (1975), as amended.

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

1. That the cost of the abatement of nuisance weeds and legal advertising for the property located at 3080 69th Avenue, Northport, Alabama, as recorded in Deed Book 2012, Page 20789, is hereby fixed at \$383.68.
2. That the amount shall hereinafter be referred to as a "weed lien," and shall be turned over to the county tax collector for collection.
3. That the Northport City Council will hold a public hearing on the 17th day of November 2025 at 5:30 p.m. in the Council Chambers at the Northport City Hall for the property listed herein.
4. This resolution shall become effective immediately upon its passage or otherwise becoming law.

RESOLVED AND DONE THIS 17th DAY OF NOVEMBER, 2025.

**CITY COUNCIL OF THE CITY OF
NORTHPORT**

BY: _____
Jamie Dykes, Its President

ATTEST:

Tera Tubbs, Interim City Administrator

Reading: November 17, 2025
Motion By:
Second By:



Mayor • Dale Phillips

Council Members

District 1 • Turnley Smith

District 2 • Woodrow Washington, III

District 3 • Jaime Conger

District 4 • Jamie Dykes

District 5 • Danny C. Higdon

Interim City Administrator • Tera Tubbs

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:

Resolution No. _____ Entitled: Resolution fixing the cost of nuisance weed abatement and authorizing filing a lien for property located at 3080 69th 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 November 17, 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



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

AGENDA ITEM NO. 10.b.3.

MEETING DATE: November 17, 2025

SUBJECT: Resolution fixing the cost of nuisance weed abatement and authorizing filing a lien for property located at 1723 29th Avenue

Unfinished Business:
Public Hearing: X

New Business:
First Reading:

Consent Agenda:
Second Reading:

Prepared By: Kim Braughton

Approved By: Ron Davis

Summary:

Please find attached, a proposed resolution fixing the cost of nuisance weed abatement and authorizing the filing of a lien for property located at 1723 29th Avenue. The nuisance was abated at the City's effort and expense, and the property owner has failed to reimburse the City after multiple notices of the nuisance and abatement.

Recommendation:

Adopt the attached resolution.

Funding Source/GL Code:

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

Motion for Consideration:

I move to adopt the resolution fixing the cost of nuisance weed abatement and authorizing the filing of a lien for property located at 1723 29th Avenue, Northport.

RESOLUTION NO. 25-

**RESOLUTION FIXING THE COST OF NUISANCE WEED ABATEMENT AND
AUTHORIZING THE FILING OF A LIEN FOR PROPERTY LOCATED AT 1723 29th
AVENUE**

WHEREAS, the person last assessed for the property taxes at property located at 1723 29th Avenue, Northport, Alabama, is South Creek Properties, LLC as recorded in Deed Book 2020, Page 24627, more particularly described as:

Lots 9, & 10, in Solid Rock Subdivision in the City of Northport, Tuscaloosa County Alabama, a map or plat of which is on record in the Probate Office of Tuscaloosa County, Alabama, in Plat Book 4, at Page 159.

Also known as Parcel ID No. 63-31-05-16-1-006-006.000

WHEREAS, nuisance weeds on the property have been abated by the effort and expense of the City of Northport pursuant to Chapter 42, Article VII. (Weed Control) of the Northport City Code of Ordinances and Section 11-67-80, Code of Alabama (1975), as amended; and,

WHEREAS, the cost of said abatement is \$222.50 and the cost of all legal advertising related thereto is \$18.68; and

WHEREAS, the cost of abatement and legal advertising shall, upon confirmation by the City Council, constitute a weed lien against the various parcels of land from which the nuisance was abated, pursuant to Section 11-67-66, Code of Alabama (1975), as amended.

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

1. That the cost of the abatement of nuisance weeds and legal advertising for the property located at 1723 29th Avenue, Northport, Alabama, as recorded in Deed Book 2020, Page 24627, is hereby fixed at \$241.18.
2. That the amount shall hereinafter be referred to as a "weed lien," and shall be turned over to the county tax collector for collection.
3. That the Northport City Council will hold a public hearing on the 17th day of November 2025 at 5:30 p.m. in the Council Chambers at the Northport City Hall for the property listed herein.
4. This resolution shall become effective immediately upon its passage or otherwise becoming law.

RESOLVED AND DONE THIS 17th DAY OF NOVEMBER, 2025.

**CITY COUNCIL OF THE CITY OF
NORTHPORT**

BY: _____
Jamie Dykes, Its President

ATTEST:

Tera Tubbs, Interim City Administrator

Reading: November 17, 2025
Motion By:
Second By:



Mayor • Dale Phillips

Council Members

District 1 • Turnley Smith

District 2 • Woodrow Washington, III

District 3 • Jaime Conger

District 4 • Jamie Dykes

District 5 • Danny C. Higdon

Interim City Administrator • Tera Tubbs

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:

Resolution No. _____ Entitled: Resolution fixing the cost of nuisance weed abatement and authorizing filing a lien for property located at 1723 29th 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 November 17, 2025, a quorum being present, as recorded in the official minutes of the City Council.

Certified this [REDACTED] day of [REDACTED], 2025.

S E A L

Tera Tubbs, Interim City Administrator



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

AGENDA ITEM NO. 10.b.4.

MEETING DATE: November 17, 2025

SUBJECT: Resolution fixing the cost of nuisance weed abatement and authorizing filing a lien for property located at 1801 29th Avenue

Unfinished Business:
Public Hearing: X

New Business:
First Reading:

Consent Agenda:
Second Reading:

Prepared By: Kim Braughton

Approved By: Ron Davis

Summary:

Please find attached, a proposed resolution fixing the cost of nuisance weed abatement and authorizing the filing of a lien for property located at 1801 29th Avenue. The nuisance was abated at the City's effort and expense, and the property owner has failed to reimburse the City after multiple notices of the nuisance and abatement.

Recommendation:

Adopt the attached resolution.

Funding Source/GL Code:

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

Motion for Consideration:

I move to adopt the resolution fixing the cost of nuisance weed abatement and authorizing the filing of a lien for property located at 1801 29th Avenue, Northport.

RESOLUTION NO. 25-

**RESOLUTION FIXING THE COST OF NUISANCE WEED ABATEMENT AND
AUTHORIZING THE FILING OF A LIEN FOR PROPERTY LOCATED AT 1801 29th
AVENUE**

WHEREAS, the person last assessed for the property taxes at property located at 1801 29th Avenue, Northport, Alabama, is South Creek Properties, LLC as recorded in Deed Book 2020, Page 24627, more particularly described as:

Lots 7, & 8, in Solid Rock Subdivision in the City of Northport, Tuscaloosa County Alabama, a map or plat of which is on record in the Probate Office of Tuscaloosa County, Alabama, in Plat Book 4, at Page 159.

Also known as Parcel ID No. 63-31-05-16-1-006-005.000

WHEREAS, nuisance weeds on the property have been abated by the effort and expense of the City of Northport pursuant to Chapter 42, Article VII. (Weed Control) of the Northport City Code of Ordinances and Section 11-67-80, Code of Alabama (1975), as amended; and,

WHEREAS, the cost of said abatement is \$222.50 and the cost of all legal advertising related thereto is \$18.68; and

WHEREAS, the cost of abatement and legal advertising shall, upon confirmation by the City Council, constitute a weed lien against the various parcels of land from which the nuisance was abated, pursuant to Section 11-67-66, Code of Alabama (1975), as amended.

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

1. That the cost of the abatement of nuisance weeds and legal advertising for the property located at 1801 29th Avenue, Northport, Alabama, as recorded in Deed Book 2020, Page 24627, is hereby fixed at \$241.18.
2. That the amount shall hereinafter be referred to as a "weed lien," and shall be turned over to the county tax collector for collection.
3. That the Northport City Council will hold a public hearing on the 17th day of November 2025 at 5:30 p.m. in the Council Chambers at the Northport City Hall for the property listed herein.
4. This resolution shall become effective immediately upon its passage or otherwise becoming law.

RESOLVED AND DONE THIS 17TH DAY OF NOVEMBER, 2025.

**CITY COUNCIL OF THE CITY OF
NORTHPORT**

BY: _____
Jamie Dykes, Its President

ATTEST:

Tera Tubbs, Interim City Administrator

Reading: November 17, 2025
Motion By:
Second By:



Mayor • Dale Phillips

Council Members

District 1 • Turnley Smith

District 2 • Woodrow Washington, III

District 3 • Jaime Conger

District 4 • Jamie Dykes

District 5 • Danny C. Higdon

Interim City Administrator • Tera Tubbs

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:

Resolution No. _____ Entitled: Resolution fixing the cost of nuisance weed abatement and authorizing filing a lien for property located at 1801 29th 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 November 17, 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



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

AGENDA ITEM NO. 10.b.5.

MEETING DATE: November 17, 2025

SUBJECT: Resolution Revoking Business License and Privilege to Obtain Business License in the Future

Unfinished Business:
Public Hearing: X

New Business:
First Reading:

Consent Agenda:
Second Reading:

Prepared By: Kim Braughton

Approved By: Kim King

Summary:

Eastern Massage, LLC received a business license to operate a massage therapy business within Northport in July 2025. The owners and/or managers of Eastern Massage, Jianping Chen and Aihua Liu, also owned and operated two purported massage therapy businesses located within the City of Tuscaloosa. Following a lengthy investigation by the West Alabama Human Trafficking Task Force, Jianping Chen and Aihua Liu were both charged with four counts of felony Promoting Prostitution in the Second Degree.

Recommendation:

Due to these serious felony charges and misrepresentations made related to the nature of this business, we are recommending that the City Council revoke the business license of Eastern Massage, LLC and revoke the privilege to obtain a business license in the future for Eastern Massage, LLC, Jianping Chen, and Aihua Liu.

Funding Source/GL Code:

GL Code No. Amount: \$N/A

Motion for Consideration:

I move to adopt the resolution revoking the business license of Eastern Massage, LLC and revoking the privilege to obtain a business license in the future for Eastern Massage, LLC, Jianping Chen, and Aihua Liu.

RESOLUTION NO. 25-

**RESOLUTION REVOKING THE BUSINESS LICENSE OF EASTERN MASSAGE, LLC
AND REVOKING THE PRIVILEGE TO OBTAIN A BUSINESS LICENSE FOR
EASTERN MASSAGE, LLC, JIANPING CHEN, AND AIHUA LIU**

WHEREAS, Eastern Massage, LLC, located at 3120 McFarland Boulevard, Suite 13, Northport, AL 35476 was issued a business license by the City of Northport on or about July 11, 2025, for the operation of a massage therapy business; and

WHEREAS, Jianping Chen and Aihua Liu are owners and/or managers of Eastern Massage, LLC and two additional businesses that are located in the City of Tuscaloosa; and

WHEREAS, the West Alabama Human Trafficking Task Force conducted an investigation on all three businesses owned and/or managed by Jianping Chen and Aihua Liu, including Eastern Massage, LLC; and

WHEREAS, this investigation resulted in four felony criminal charges for Promoting Prostitution in the Second Degree against both Jianping Chen and Aihua Liu; and

WHEREAS, the Northport Municipal Code allows for the revocation of a business license and the revocation of a privilege to obtain a business license in the future if a business owner makes misrepresentations about the nature of their business and/or receives criminal charges related to the operation of a business; and

WHEREAS, the City of Northport provided notice of this hearing via mail and hand-delivery to the business location on or about October 27, 2025.

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

1. The City Council hereby revokes the business license of Eastern Massage, LLC, located at 3120 McFarland Blvd., Ste. 13, Northport, AL.
2. The City Council hereby revokes the privilege to obtain a business license in the future for Eastern Massage, LLC, Jianping Chen, and Aihua Liu.
3. This Resolution shall become effective immediately upon its passage or otherwise becoming law

RESOLVED AND DONE THIS 17th DAY OF NOVEMBER, 2025.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

Jaime Dykes, Its President

ATTESTED:

Tera Tubbs, Interim City Administrator

Reading: November 17, 2025

Motion By:

Second By:



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

AGENDA ITEM NO. 10.c.1.

MEETING DATE: November 17, 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 17th day of November, 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 17th day of November, 2025.

CITY COUNCIL OF THE CITY OF
NORTHPORT

BY: _____
Jamie Dykes, Its President

ATTEST:

Tera Tubbs, Interim City Administrator

APPROVED this the 17th day of November, 2025

Dale Phillips, 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: November 17, 2025
Motion By:
Second By:
Publication:



Mayor • Dale Phillips

Council Members

District 1 • Turnley Smith

District 2 • Woodrow Washington, III

District 3 • Jaime Conger

District 4 • Jamie Dykes

District 5 • Danny C. Higdon

Interim City Administrator • Tera Tubbs

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.**

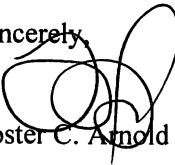
This Title Report is limited to the matters expressly set forth in this letter. No other opinions beyond the matters expressly stated herein should be concluded by or inferred from this Title Report. This Title Report has an effective date set forth below. This Title Report is furnished to the City of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

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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

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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







