

NORTHPORT CITY COUNCIL MEETING
MONDAY, DECEMBER 15, 2025
5:30 PM

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. PRESENTATIONS

a. Executive Session

1. Potential Litigation - Ron Davis

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, Resolution consenting to the Vacation of Public Right-of-way for a portion of Park Court in the City of Northport - Ron Davis

b. Resolutions of a Temporary Nature

1. Resolution Authorizing Water Service Outside the City Limits for Property Located at 14058 Sunnydale Circle - Ron Davis
2. Resolution authorizing the Mayor to execute an agreement with ACE American Insurance Company through Cobbs Allen for Career Firefighter Cancer Coverage Insurance - Joseph Rose
3. Resolution Authorizing the City Administrator to Execute TOD # 3 with Chambless King Architects for the Master Service Agreement for River Run Park - Savannah Nelson
4. Resolution Authorizing the City Administrator to Execute a Contract with John B. Galloway for the FY26 Bridge Inspections Services - Savannah Nelson
5. Resolution authorizing the City Administrator to execute a concession contract with Northport Restaurant Group, LLC - Kim King
6. Resolution Authorizing the Northport Police Department to enter into a "MOU" with Operation Light Shine - Gerald Burton
7. Resolution Approving the Allocation of 2026 Agency Funding - Darren McGee
8. Resolution reappointing Jon Garner to the Zoning Board of Adjustments - Julie Ramm
9. Resolution reappointing Kevin Shobe to the Zoning Board of Adjustments - Julie Ramm
10. Resolution authorizing the City Administrator to renew a Temporary Use Agreement for the Northport Community Center with the Dance, Dance, Dance Group - Tera Tubbs
11. Resolution authorizing the City Administrator to bind insurance coverage for the City of Northport - Tera Tubbs

c. Consent Agenda

1. Minutes, December 1, 2025 - Tera Tubbs
2. Bill Listing - Tera Tubbs
3. Purchase Requisition, Outsourced Legal Services, Trussell, Funderburg, Rea, Bell & Furgerson, PC \$25,651.90 - Ron Davis
4. Purchase Requisition, Placer.ai, Location Based Services & Analytics - \$24,150.00 - Tera Tubbs

5. Purchase Requisition, Bar Screen Level Monitor at WWTP, Electric Machine Control, \$6,965.00 - John Webb
6. Purchase Requisition, Annual Service for Alarm Units, Mission Communications, LLC., \$10,156.80 - John Webb
7. Purchase Requisition, Tuscaloosa County Commission, Inmate Housing, \$42,157.20 - Gerald Burton

10. PUBLIC HEARINGS

a. Engineering

b. Legal Department

c. Planning Inspections Department

1. Second Reading, Ordinance of annexation of approximately 0.91 acre located north of Union Chapel Road, south of Charlie Shirley Road, and east of 7665 Baptist Campground Road with zoning designation of RS-1 (Residential Single-Family) - Julie Ramm

d. Police Department

1. Tienda Los Miguelenos LLC - ABC License - Gerald Burton
2. Crimson Spirits LLC - ABC License - Gerald Burton

11. CITY ADMINISTRATOR'S BUSINESS

12. MAYOR & COUNCIL MEMBER'S BUSINESS

13. ADJOURNMENT

14. EXECUTIVE SESSION

- a. Retail Development and Potential Litigation



DEPARTMENTAL SUMMARY OF REQUESTED ACTION THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.a.1.

MEETING DATE: December 15, 2025

SUBJECT: First Reading, Resolution consenting to the Vacation of Public Right-of-way for a portion of Park Court in the City of Northport

Unfinished Business:

Public Hearing:

New Business:

First Reading: X

Consent Agenda:

Second Reading:

Prepared By: Kim Braughton

Approved By: Ron Davis

Summary:

JNE Realty, LLC is the owner of property located on Park Court. The owner has filed with the City a Declaration of Vacation of Right-of-Way for a portion of Park Court, as attached hereto as Exhibit "A". The Code of Alabama requires that the Council, after advertising in a paper of local circulation, conduct a public hearing at a regularly scheduled meeting to consider written objections prior to taking action on the proposed vacation. The notice of public hearing was published in the Northport Gazette for four (4) consecutive weeks as required and the petitioner, as well as the various utility companies, and adjacent property owners have been notified of the hearing date.

To vacant a public right-of-way, the Council must adopt a resolution of permanent nature which requires a first and second reading. If offered for a first reading tonight, we will bring the resolution back for a second reading and public hearing at your meeting of January 5, 2026.

Recommendation:

That you offer the attached resolution for a first reading.

Funding Source/GL Code:

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

Motion for Consideration:

I move to offer the resolution consenting to the vacation of a portion of Park Court in the City of Northport for a first reading.

THIS INSTRUMENT PREPARED BY:

**Ronald L. Davis, Attorney
City of Northport
3500 McFarland Blvd.
Northport, AL 35476**

Sources of Title:

**Deed Book 2013, Page 9529
Deed Book 2012, Page 16957**

PERMANENT RESOLUTION NO. 25-

**RESOLUTION CONSENTING TO THE VACATION OF PUBLIC RIGHT-OF-WAY
FOR A PORTION OF PARK COURT IN THE CITY OF NORTHPORT**

WHEREAS, J N E Realty, LLC is the owner of property located on Park Court, hereinafter called the Owner(s), duly filed a Declaration of Vacation of Right-of-Way of a property with the City of Northport (“the City”) on the 5th day of December, 2025 alleging that they own all the land abutting a certain property in the City of Northport hereinafter described; and

WHEREAS, said property lies within Corporate Limits of the City of Northport, Alabama and the assent of the City Council of Northport, Alabama, the governing body of the said Municipality, to the vacation of said public property has been requested and is desired by the Owner(s); and,

WHEREAS, pursuant to Ala. Code Sections 23-4-2 and 11-49-6 (1975), notice of a date for hearing was duly published in the Northport Gazette and utility entities, and abutting property owners were notified by mail, all as required by law; and,

WHEREAS, on the date and time duly noticed and specified, a public hearing to determine the assent of the vacation and to discern the fair market value of the property was held on January 5, 2026 and the abutting property owners either be present or jointly consent to the same in the Declaration of Vacation or to waive their objection by their absence;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF NORTHPORT as follows:

It appears to the City Council of Northport that the vacation of said public property is in the interest of the public that such property, street or highway or portion thereof, be vacated and that said vacation as herein described will not deprive other property owners of their right, as they may have, convenience and reasonable means of ingress to and from their property, nor will it adversely affect the interest of the public in any way and that the assent of said City Council

be, and the same is hereby, given to the vacation of the following described property, street or highway in the City of Northport, County of Tuscaloosa, Alabama, to-wit:

Property Description

Proposed portion of Park Court Right-of-Way Vacation Parcel
Tuscaloosa, County, Alabama

A portion of Park Court as shown on the plat of Carriage Hills, as recorded in the Probate Office of Tuscaloosa County, Alabama, in Plat Book 10, at Page 55, and being more particularly described as follows:

Commence at an iron pipe found on the southeast corner of Lot 6, of said Subdivision; thence run North 23 degrees, 27 minutes, 30 seconds West, 60.02 feet to a ½ inch capped rebar set; thence run northwestwardly along a curve to the left, having a radius of 120.50 feet, a chord bearing of North 30 degrees, 20 minutes, 13 second West, for a chord distance of 29.30 feet to a point, said point being the Point of Beginning; thence run northwestwardly along a curve to the left, having a radius of 120.50 feet, a chord bearing of North 64 degrees, 50 minutes, 13 seconds West. For a chord distance of 111.35 feet to a ½ inch capped rebar (#0065); thence run southwestwardly along a curve to the left, having a radius of 90.50 feet, a chord bearing of South 70 degrees, 17 minutes, 30 seconds West, for a chord distance of 53.99 feet to a ½ inch capped rebar set (#0065); thence run northwestwardly along a curve to the right, having a radius of 50.00 feet, a chord bearing of North 02 degrees, 21 minutes, 15 seconds West, for a chord distance of 82.21 feet to a PK nail set; thence run southeastwardly along a curve to the left, having a radius of 90.50 feet, a chord bearing of South 75 degrees, 00 minutes, 01 seconds East, for a chord distance of 53.99 feet; thence run southeastwardly along a curve to the right, having a radius of 170.50 feet, a chord bearing of 62 degrees, 53 minutes, 08 seconds East, for a chord distance of 167.75 feet; thence run South 69 degrees, 44 minutes, 00 seconds West, along said right of way 18.28 feet; thence run South 57 degrees, 47 minutes, 57 seconds West, along said right of way 17.00 feet; thence run South 69 degrees, 57 minutes, 37 seconds West, along said right of way 15.91 feet to the Point of Beginning. Said area containing 0.39 acres, more or less

Refer to attached corresponding survey plat.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF NORTHPORT as follows:

1. That pursuant to Ala. Code 11-49-6 (1975), the fair market value of the land added to the land owned by the following abutting landowners and publication costs are set out as follows:

Owner(s): **JNE Realty, LLC**

Fair Market Value: \$11,049.87

Publication and other Miscellaneous Costs: **\$1,496.80**

Total: **\$12,546.67**

Failure by any landowner to tender payment of the Fair Market Value of the lands received and publication costs within 60 days of the adoption of this resolution by the City Council shall nullify the assent of the City Council and render said property vacation void. Payment shall be tendered by guaranteed funds and payable to the City of Northport.

2. That pursuant to Ala. Code 23-4-2 (1975), the City Clerk is hereby directed to publish this resolution in the Northport Gazette, a newspaper of general circulation, one time within 14 days of the adoption of this resolution.

3. That the Mayor be, and hereby is, authorized to present a copy of this resolution duly certified as correctly by the City Administrator of the City of Northport, the officer in charge of the records of the Municipality to the landowner within 10 days of the date of publication of this resolution in order that same may be attached to and filed and recorded with the legal declaration of vacation of said above and foregoing described property.

4. That this vacation is final and binding provided that an appeal is not filed by any Interested person within 30 days of the adoption of this resolution to any trial court of competent jurisdiction and or appellate court of this State and is adjudicated in the appellants favor pursuant to procedures as set forth in Ala. Code 23-4-5 (1975) as amended by Acts of Alabama 2004-323 which renders said vacation null and void.

5. That this resolution shall not be valid nor considered a lawful conveyance and said property shall not be deemed to be vacated until such time as the payment of the publication costs and Fair Market Value of lands described herein and have been received by the City. Upon tender of the City of all sums due, the City is relieved from any and all responsibility and liability for the maintenance and repair of said property. It is the responsibility of the owner to record the Resolution of Vacation with the Office of Probate Judge of Tuscaloosa County and the City shall not be held to be contributory negligent for the failure, mistake, neglect or omission of the owner to record the Resolution of Vacation of public record.

6. That this vacation is subject to any and all public utility easements including but not limited to Alabama Power Company, AT&T, Alabama Gas Corporation, Charter Cable and Comcast Cable, which may exist and be located within said right-of-way including such public utilities which may have utilized the Municipal street right-of-way without receiving an executed and recorded easement from the City or any relevant property owner and a minimum easement of 20 feet in width, being 10 feet on either side of currently existing utilities, are reserved to any public utility with assets within the vacated area.

RESOLVED AND DONE this 5th day of January 2026.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

By: _____
Jamie Dykes
Its President

ATTEST:

Tera Tubbs
City Administrator

1st Reading: December 15, 2025
Motion By:
2nd Reading: January 5, 2026
Motion By:
Second By:
Publication:

EXHIBIT “A”

“EXHIBIT 1”

This instrument prepared by:

**David R. (Bobby) Herndon
Herndon, Hicks, & Associates, Inc.
2728 Lurleen B Wallace Blvd
Northport, Alabama 35476
(205) 333-0003**

SOURCES OF TITLE:

DEED BOOK 2013 PAGE 9529

DEED BOOK 2012 PAGE 16957

**STATE OF ALABAMA)
TUSCALOOSA COUNTY)**

DECLARATION OF VACATION OF PUBLIC RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS, that J N E REALTY, LLC is the owner of all the land abutting a PUBLIC RIGHT-OF-WAY, which is hereinafter more particularly described, and which public right-of-way said owner desires to vacate as provided in Ala. Code §23-4-20 (1975). The vacation of said alley as hereinafter described will not deprive other property owners of reasonable means of ingress and egress to and from their property nor will it adversely affect the interest of the general public in any way.

NOW, THEREFORE, pursuant to the provisions of Ala. Code §23-4-20 (1975), the undersigned owners do hereby declare the following described alley located in the City of Northport, Tuscaloosa County, Alabama, to be vacated:

**STATE OF ALABAMA
TUSCALOOSA COUNTY**

A portion of Park Court as shown on the plat of Carriage Hills as recorded in the Probate Office of Tuscaloosa County, Alabama, in Plat Book 10, at Page 55, and being more particularly described as follows:

Commence at an iron pipe found on the southeast corner of Lot 6, of said Subdivision; thence run North 23 degrees, 27 minutes, 30 seconds West, 60.02 feet to a ½ inch capped rebar set;

thence run northwestwardly along a curve to the left, having a radius of 120.50 feet, a chord bearing of North 30 degrees, 20 minutes, 13 seconds West, for a chord distance of 29.30 feet to a point, said point being the Point of Beginning; thence run northwestwardly along a curve to the left, having a radius of 120.50 feet, a chord bearing of North 64 degrees, 50 minutes, 13 seconds West, for a chord distance of 111.35 feet to a ½ inch capped rebar set (#0065); thence run southwestwardly along a curve to the left, having a radius of 90.50 feet, a chord bearing of South 70 degrees, 17 minutes, 30 seconds West, for a chord distance of 53.99 feet to a ½ inch capped rebar set (#0065); thence run northwestwardly along a curve to the right, having a radius of 50.00 feet, a chord bearing of North 02 degrees, 21 minutes, 15 seconds West, for a chord distance of 82.21 feet to a PK nail set; thence run southeastwardly along a curve to the left, having a radius of 90.50 feet, a chord bearing of South 75 degrees, 00 minutes, 01 seconds East, for a chord distance of 53.99 feet; thence run southeastwardly along a curve to the right, having a radius of 170.50 feet, a chord bearing of 62 degrees, 53 minutes, 08 seconds East, for a chord distance of 167.75 feet; thence run South 69 degrees, 44 minutes, 00 seconds West, along said right of way 18.28 feet; thence run South 57 degrees, 47 minutes, 57 seconds West, along said right of way 17.00 feet; thence run South 69 degrees, 57 minutes, 37 seconds West, along said right of way 15.91 feet to the Point of Beginning.

Said area containing 0.39 acres, more or less

The said alley to be vacated is within the limits of the City of Northport and assent to the vacation of said alley will be obtained from the City Council, a copy of which, certified by the City Administrator, will be attached hereto and will be filed and recorded with this written Declaration of Vacation and will be made a part hereof.

IN WITNESS WHEREOF, the said J N E REALTY, LLC have set their hands and seals hereto this 5th day of December, 2025.



David R. (Bobby) Herndon

STATE OF ALABAMA)
COUNTY OF TUSCALOOSA)

I, Beverly Dyer, a Notary Public in and for said State at Large, hereby certify that David R. (Bobby) Herndon, whose name is signed to the foregoing document, and who is known to me, acknowledged that being informed of the contents of the document, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 5th day of December, 2025.

Beverly Dyer
Notary Public.

My Commission Expires: 10-20-26



SKETCH TO ACCOMPANY DESCRIPTION
VACATION OF STREET AS SHOWN ON THE PLAT
OF CARRIAGE HILLS AS RECORDED IN
PLAT BOOK 10 AT PAGE 55
TUSCALOOSA COUNTY, ALABAMA

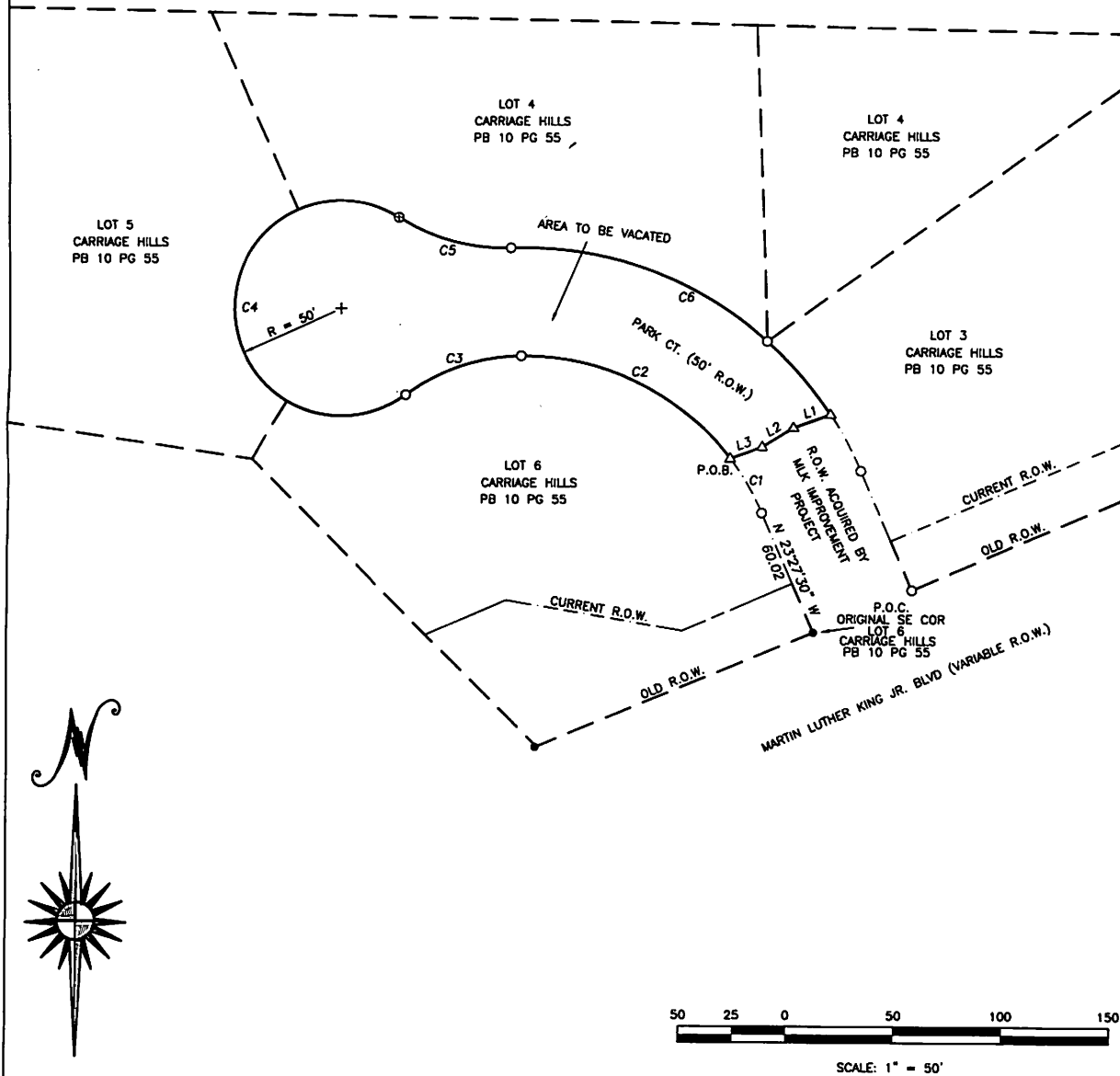
NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BRG
C1	13°57'57"	120.50	29.37	29.30	N 30°20'13" W
C2	55°02'04"	120.50	115.74	111.35	N 64°50'13" W
C3	34°42'29"	90.50	54.82	53.99	S 70°17'30" W
C4	249°24'58"	50.00	217.66	82.21	N 02°21'15" W
C5	34°42'29"	90.50	54.82	53.99	S 75°00'01" E
C6	58°56'14"	170.50	175.38	167.75	S 62°53'08" E

LEGEND

- IRON FOUND
- 1/2" CAPPED REBAR SET-CA#0065
- ⊕ PK NAIL SET
- △ CALCULATED POINT-NOT MONUMENTED
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT-OF-WAY

LINE TABLE

NO.	BEARING	DISTANCE
L1	S 69°44'00" W	18.28
L2	S 57°47'57" W	17.00
L3	S 69°57'37" W	15.91



HERNDON, HICKS & ASSOCIATES, INC.
Professional Land Surveyors

2728 Lurleen Wallace Blvd. (P.O. Box 508) - Northport, AL 35476
Phone (205) 333-0003
mike@hhasurveyors.com

Drawn By: JRH	Field Work: 9/2025
Scale: 1"=50'	Surveyed By: KN
Date: 9/12/2025	Appd. By: DRH
Survey Type: BOUNDARY	Source of Information PB 10 PG 55
Job No.: 2508-017	Drawing No.: 2508-017.DWG



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

AGENDA ITEM NO. 9.b.1.

MEETING DATE: December 15, 2025

SUBJECT: Resolution Authorizing Water Service Outside the City Limits for Property Located at 14058 Sunnydale Circle

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Allison Martin

Approved By: Ron Davis

Summary:

Mr. Edward Paul has property located at 14058 Sunnydale Circle, 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 the city limits to be provided to Mr. Edward Paul at 14058 Sunnydale Circle, pursuant to the conditions in the resolution.

RESOLUTION NO. 25-

**RESOLUTION AUTHORIZING WATER SERVICE OUTSIDE OF THE CITY LIMITS
FOR PROPERTY LOCATED AT 14058 SUNNYDALE CIRCLE**

WHEREAS, Mr. Edward Paul, has property located at 14058 Sunnydale Circle, and has requested that he be allowed to obtain water from the City of Northport for this property; and

WHEREAS, Mr. Paul, 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 14058 Sunnydale Circle, 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, 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

Jamie Dykes, Its President

ATTEST:

Tera Tubbs, City Administrator

Reading: December 15, 2025

Motion: _____

Second: _____



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

AGENDA ITEM NO. 9.b.2.

MEETING DATE: December 15, 2025

SUBJECT: Resolution authorizing the Mayor to execute an agreement with ACE American Insurance Company through Cobbs Allen for Career Firefighter Cancer Coverage Insurance

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Joseph Rose

Approved By: Joseph Rose

Summary:

Resolution authorizing the Mayor to execute an agreement with ACE American Insurance Company through Cobbs-Allen for Career Firefighter Cancer Coverage Insurance

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-35-210-500300 Amount: \$15,015.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$15,015.00 to ACE American Insurance Company.

EXHIBIT “A”

Joseph Rose

From: Brian Butler <bbutler@cacgroup.com>
Sent: Wednesday, October 29, 2025 10:23 AM
To: Carrie Cameron
Cc: Joseph Rose
Subject: FW: [EXTERNAL] RE: City of Northport - PTP N17937923 (26-27) Ren Proposal (Enhanced)

Carrie,

Good morning! Please see below. If you accept this proposal, please reply with "Accept" and I will get the policy docs and invoice to you.

Thank you,

BB

Brian Butler, SPHR

Public Administration Practice Group Leader & Senior HR Consultant
CAC Agency
205.874.3610 (desk) | 205.246.3721 (mobile) | bbutler@cacgroup.com
115 Office Park Drive, Birmingham, AL 35223



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Cobbs Allen Capital Holdings, LLC, its subsidiaries and affiliates will never notify clients by email of any changes to our banking information, without also providing a second form of confirmation, and will never authorize any financial institution or other company to notify our clients of any changes to our banking information. If a client receives any communication announcing a change to our banking information, the client should immediately contact its account manager by phone and should not click any links or open any attachments.

From: Marshall, Michele <Michele.Marshall@Chubb.com>
Sent: Wednesday, October 29, 2025 8:25 AM
To: Brian Butler <bbutler@cacgroup.com>
Subject: [EXTERNAL] RE: City of Northport - PTP N17937923 (26-27) Ren Proposal (Enhanced)

CHUBB

2026 Renewal Proposal

Chubb NA Accident & Health is pleased to offer a proposal to City of Northport. This proposal is valid until January 1, 2026. If by that date you have not accepted the terms we have offered in this proposal, it will no longer be valid. If you have any questions or require additional information, please contact me.

TERMS & CONDITIONS OF COVERAGE

Proposed Insured:	City of Northport
Policy Number:	PTP N17937923
Underwriting Company:	ACE American Insurance Company
Policy Term:	January 1, 2026 to January 1, 2027
Commissions - Broker:	10%
Premium:	\$15,015.00 (no rate change) increase due to change in headcount to 77 from 76

Cancer Death Benefit Optional quote (Not on the Current Policy)

Principal Sum: \$75,000

If a firefighter dies as the direct result of a Covered Cancer or treatment of a Covered Cancer while covered under this Policy, We will pay the Principal Sum shown above. In order for benefits to be payable, the diagnosis of Covered Cancer must occur while covered under this Policy.

Enhanced Plan Cancer Death Premium: \$4,928.00 Additional

Please see your current Policy for more details concerning coverage.

This proposal is not a contract of insurance. The terms and conditions of coverage will be detailed in the policy issued once we receive your acceptance. If there are any differences between the terms and conditions of this proposal and the policy issued to you, the policy will govern. The policy is governed by the laws of the state in which it is delivered. Certain terms or provisions may be different as required by the laws of that state.

Chubb NA is the U.S.-based operating division of the Chubb Group of Companies, headed by Chubb Ltd. (NYSE:CB) Insurance products and services are provided by Chubb Insurance underwriting companies and not by the parent company itself.

The U.S. Foreign Account Tax Compliance Act, commonly known as "FATCA", became the law in the U.S. in March of 2010 and becomes effective July 1, 2014. Pursuant to FATCA, brokers, producers, agents and/or clients may need to obtain withholding certificates from insurance companies. For information on how to obtain the applicable withholding certificate from Chubb NA insurance companies, please go to <http://www2.chubb.com/us-en/u-s-foreign-account-tax-compliance-act-fatca.aspx>.

Regards,



Michele Marshall

AVP, Accident & Health Underwriting, South East

1 Beaver Valley Road, Wilmington, DE 19803, USA

M 302-299-0520

E michele.marshall@chubb.com



Upcoming Chubb office closure & PTO:

PTO:

11/7/25 – 11/18/25

Office Closings:

Help clients address coverage gaps and meet their standard of care with our Accident & Health solutions.
Click [here](#) to learn how we help provide the missing pieces.

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RESOLUTION NO. 25-

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
AN AGREEMENT WITH ACE AMERICAN INSURANCE COMPANY THROUGH COBBS
ALLEN
FOR CAREER FIREFIGHTER CANCER COVERAGE INSURANCE**

WHEREAS, the City of Northport provides is required through legislation to provide both Critical Illness (Lump Sum Cancer Benefit) and Long-Term Disability (Income Replacement) to all paid Career Firefighters; and

WHEREAS, the City of Northport purchases Career Firefighter cancer insurance coverage, to protect our Career Firefighters from paying covered cancer related claims and income protection during treatment of associated claims; and

WHEREAS, Cobbs Allen represents the City as an agent and consultant for obtaining cancer coverage renewal; and

WHEREAS, the Human Resources Department through Cobbs Allen, accepted quotes from cancer coverage providers and received a quote from ACE American Insurance Company; and

WHEREAS, the City Council for the City of Northport, Alabama, is required to purchase Career Firefighter Cancer coverage insurance for its Career Firefighters.

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

1. That the Mayor be, and he is, hereby authorized to execute on behalf of the City of Northport, Alabama, an agreement with the ACE American Insurance Company, attached hereto as Exhibit "A" and incorporated herein by references as if fully set out herein verbatim.

RESOLVED AND DONE this 15th day of December, 2025.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Jamie Dykes, Its President

ATTEST:

Tera Tubbs
City Administrator

Reading: December 15th, 2025
Motion By:
Second By:

EXHIBIT “A”



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

AGENDA ITEM NO. 9.b.3.

MEETING DATE: December 15, 2025

SUBJECT: Resolution Authorizing the City Administrator to Execute TOD # 3 with Chambless King Architects for the Master Service Agreement for River Run Park

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Morgan Stuart

Approved By: Savannah Nelson

Summary:

The Engineering Department is requesting the City Council to authorize the City Administrator to execute a TOD #3 with Chambless King Architects for a Master Service Agreement for River Run Park. The scope of this TOD is for the architectural and engineering services for a maintenance building for the River Run Park facility. The proposed building is 2,500 square feet and would be located within River Run Park. The amount for the service is \$36,500.00. Documentation Attached.

Recommendation:

That the requested resolution be approved.

Funding Source/GL Code:

GL Code No. 01-45-000-54004 Amount: \$36,500.00

Motion for Consideration:

I move that the City Council authorize the City Administrator to execute TOD No.3 with Chambless King Architects for the Master Service Agreement for River Run Park.

RESOLUTION NO. 25-

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE TOD NO. 3 WITH CHAMBLESS KING ARCHITECTS FOR RIVER RUN PARK

WHEREAS, the Engineering department requests City Council to authorize the City Administrator to execute TOD No.3 of the Master Service Agreement for River Run Park for the architectural and engineering design services with Chambless King Architects for the maintenance building for River Run Park; and,

WHEREAS, the fee for architectural and engineering design for the proposed 2,500 square feet maintenance building that will be located at River Run Park, will be \$36,500.00; and,

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

1. To authorize the City Administrator to execute a TOD No.3 of the Master Service Agreement for River Run Park, in the amount of \$36,500.00; and,
2. That the City Administrator and/or her designee is hereby authorized to execute any and all documentation relevant to the work described herein and the contract itself; and,
3. That the City Administrator and/or her designee is hereby authorized to issue and approve requisitions associated with River Run Park Maintenance Building.

RESOLVED AND DONE THIS 15th DAY OF December 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

Jamie Dykes, Its President

ATTEST:

Tera Tubbs, City Administrator

Reading: December 15, 2025

Motion: _____

Second: _____

Chambless King Architects

Proposal for Architectural Design + Engineering Services **River Run Park Maintenance Building**

Northport, Alabama

CKA Project Number: 25025

Client: City of Northport
Tera Tubbs
3500 McFarland Boulevard
Northport, AL 35476

Date: October 16, 2025

Thank you for the opportunity to present a proposal on this special project. We are excited to continue our relationship with the City of Northport and provide quality-of-life enhancements for its citizens. This document shall serve as an outline of anticipated scopes of work and services for this project. Chambless King Architects looks forward to further discussions with to refine this proposal as needed.

Project Information

1.1 Project Description

City of Northport (Client) desires to engage Chambless King Architects (Architect) to provide architectural and engineering services on a 2,500-square-foot maintenance building. The estimated budget for this project is \$250,000. A preliminary sketch of the building layout is included in Attachment A.

1.2 Project Venues

The new building will be located within River Run Park.

1.3 Project Coordination

In addition to the specific services detailed below, the Architect shall coordinate work with the Client and the Client's project team, monitor the schedule as it relates to the scope contained herein, and provide timely invoicing and reporting of project progress.

1.4 Proposed Consulting Team

The following proposed supplemental consultants will be retained by the Architect to perform a portion of the services under this agreement.

Basic Services

Design Architect
Structural Engineer
Electrical Engineer
Mechanical Engineer
Plumbing Engineer
Fire Protection

Chambless King Architects
MAK Engineering
Garner & Associates Engineering
Pinnacle Engineering
Pinnacle Engineering
Pinnacle Engineering

Owner-Provided Services

Civil Engineer

TTL

1.5 Delivery Model

The project will be delivered as a design, bid, build model.

1.6 Form of Owner/Architect Agreement

The project will be contracted under TOD 3 for the City of Northport.

Compensation

2.1 Basic Services Compensation

Basic Services compensation includes all architectural, structural, electrical, mechanical, plumbing, and fire protection engineering services. Compensation will be billed per project phase based on the below percentage breakdown.

Basic Services Flat Fee	\$35,000
--------------------------------	-----------------

Schedule of Fees

Schematic Design Phase	20%
Design Development Phase	25%
Construction Document Phase	30%
Bidding/Negotiation Phase	5%
Construction Administration Phase	20%

2.2 Reimbursable Expenses

Reimbursable expenses will be billed as they occur with a limit NTE \$1,500. Reimbursable Expenses include any expense reasonably incurred by Architect and/or Subconsultants in performance of this Agreement. Reimbursable Expenses include, but are not limited to, the following:

- Expense of travel in connection with the Project including business class airfare, hotel accommodations, meals, ground transportation, and other reasonable expenses;
- Fees paid for securing approval of authorities having jurisdiction over the Project;
- Expense of reproduction, transmission, postage and handling of Drawings, Specifications, etc.;
- Expense of photo realistic marketing renderings, models, and mock-ups requested by Client outside of original scope; and
- Any other fee, cost or expense reasonably incurred by Architect and/or its Subconsultants in the performance Services under this Agreement.

2.3 Total Compensation

Basic Services Flat Fee	\$35,000
Reimbursable Expenses (NTE)	\$1,500

Estimated Total Project Fee	\$36,500
------------------------------------	-----------------

2.4 Hourly Billing Rates

Services outside the proposed scope will be billed at hourly rate. The Hourly Billing Rates for Architect are stated below. Hourly Billing Rates are adjusted annually.

Principal	\$325 per hour
Project Manager	\$225 per hour
Architect	\$200 per hour
Construction Administration	\$175 per hour
Interior Designer	\$150 per hour
Design Staff	\$115 per hour
Administration	\$80 per hour

Schedule

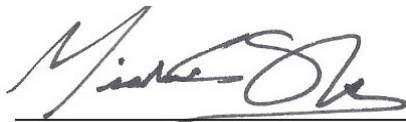
3.1 Basic Services Schedule

This preliminary schedule is subject to change based on final requests from the Client and will be refined as the Project progresses and as approved. An estimation is provided below.

Schematic Design Phase	November 2025
Design Development Phase	November 2025
Approval to Proceed	December 2025
Construction Document Phase	December 2025
Procurement + Award	January 2026
Construction Start	February 2026
Substantial Completion	June 2026

We appreciate the opportunity to work with you on this project. Chambless King Architects will commence work immediately with the signing of this contract. If you have questions or concerns about this proposal, please do not hesitate to reach out to discuss.

The following signatures represent that the terms, conditions, and compensation indicated herein have been reviewed, understood, and accepted.



Chambless King Architects (Architect)
Michael Shows, Principal

10.16.25
Date

City of Northport (Client)

Date

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

**TASK ORDER DIRECTIVE NO. 3 TO THE MASTER AGREEMENT WITH
CHAMBLESS KING ARCHITECTS TO PROVIDE ENGINEERING SERVICES FOR
RIVER RUN PARK**

Task Order Directive No. One from City to Engineer to perform a specific service in accordance with the terms and conditions of the Master Agreement for providing professional services to the City of Northport, Alabama.

ARTICLE A. PURPOSE/ EFFECTIVE DATE

The purpose of this Task Order Directive (TOD) is to authorize and direct the Engineer to proceed with providing certain professional services as more particularly described as "TASK 1" in Exhibit "A" to the Master Agreement between the Owner and the Engineer dated the 6th of May, 2024]. The Effective Date of this TOD is 15th of December, 2026.

ARTICLE B. SCOPE OF SERVICES

The specific services to be performed by Engineer pursuant to this TOD include basic engineering services for performing a feasibility study of the said project as more particularly described below:

Overview of TOD No.3

The goal of this project is to provide architectural and engineering services on a 2,500-square-foot maintenance building. The estimated budget for this project is \$250,000. A preliminary sketch of the building layout is included in Attachment A.

Scope of Work

To provide architectural and engineering services on a 2,500-square-foot maintenance building. The estimated budget for this project is \$250,000. A preliminary sketch of the building layout is included in Attachment A.

ARTICLE C. COMPENSATION / EXPENSES

As compensation for providing the services described by TOD No. 3, the Owner shall pay the Engineer in accordance with the provisions of the Master Agreement. Compensation to Consultant for TOD No.3 shall not exceed the maximum cost established herein.

Maximum cost for TOD No. 3: \$36,500.00

Consultant shall invoice Owner in accordance with the Master Agreement, identifying all hours for which services were performed.

ARTICLE D. CITY REPRESENTATIVE

Consultant shall keep the City's representative informed of all efforts and progress in regard to services pursuant to this TOD so that work effort can be monitored and coordinated.

The City's representative for the services of Consultant pursuant to this TOD is hereby designated as Brad Matthews, PE, Assistant City Engineer.

ARTICLE E. PERIOD OF SERVICE

Work by the Consultant on all aspects of this TOD shall commence upon the execution by both parties of this TOD. Time for completion shall be June 2026.

ARTICLE F. MERGER

This TOD together with any other authorized TODs and the Master Agreement constitutes the entire agreement between the parties in relationship to the services stated herein. All written or oral understandings and agreements between the parties are merged into this agreement. To the extent that any provision of this TOD conflict with the Master Agreement, the terms and conditions of the Master Agreement shall prevail. To the extent there is a direct conflict between any term or condition hereof and Exhibit "A" attached hereto, the provisions of this TOD shall prevail.

No representation, warranty or covenant made by any party which is not contained or referred to in the Master Agreement or this TOD has been relied on by any party in entering into this agreement.

ARTICLE G. AUTHORIZATION

This TOD is effective and the Engineer is authorized to commence providing services pursuant to the provisions hereof upon the execution by both parties to this TOD.

ARTICLE H. MISCELLANEOUS

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.

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

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

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

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

Binding Effect: This Agreement shall bind the parties and their respective personal representatives, heirs, next of kin, legatees, distributees, successors, and assigns. If any provision in this Agreement shall be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

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

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

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

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

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

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

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

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

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

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

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

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

OWNER: CITY OF NORTHPORT,

a Municipal Corporation

ATTEST:

BY: _____

Tera Tubbs, City Administrator

ENGINEER: _____

ATTEST:

BY: _____

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

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

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

My Commission Expires: _____

Notary Public.

[Attach complete Task Order Directive packet from Consultant]



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

AGENDA ITEM NO. 9.b.4.

MEETING DATE: December 15, 2025

SUBJECT: Resolution Authorizing the City Administrator to Execute a Contract with John B. Galloway for the FY26 Bridge Inspections Services

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Morgan Stuart

Approved By: Savannah Nelson

Summary:

The City of Northport is required by the Alabama Department of Transportation to hold yearly element inspections of bridges located within the City's jurisdiction. This year we will be inspecting a total of 13 bridges. The Engineering department is requesting that City Council authorize the City Administrator to execute a contract with John. B. Galloway for the FY 26 Bridge Inspections Services, in the amount of \$22,750.00.

Recommendation:

That the requested resolution be approved.

Funding Source/GL Code:

GL Code No. 01-32-000-50219 Amount: \$22,750.00

Motion for Consideration:

I move that the City Council authorize the City Administrator to execute a contract with John. B. Galloway for the FY26 Bridge Inspections services.

RESOLUTION NO. 25-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A
CONTRACT WITH JOHN B. GALLOWAY FOR THE FY 26 BRIDGE INSPECTION
SERVICES**

WHEREAS, the City of Northport is required by the Alabama Department of Transportation to hold yearly element inspections of bridges located within the City's jurisdiction. This year we will be inspecting a total of 13 bridges; and,

WHEREAS, the Engineering department is requesting that City Council authorize the City Administrator to execute a contract with John. B. Galloway for the FY 26 Bridge Inspections Services, in the amount of \$22,750.00.

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

1. To authorize the City Administrator to execute a contract with John. B. Galloway for the FY26 Bridge Inspection services, in the amount of \$22,750.00; and,
2. That the City Administrator and/or her designee is hereby authorized to execute any and all documentation relevant to the work described herein and the contract itself; and,
3. That the City Administrator and/or her designee is hereby authorized to issue and approve requisitions associated with FY26 Bridge Inspection services.

RESOLVED AND DONE THIS 15th DAY OF December 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

Jamie Dykes, Its President

ATTEST:

Tera Tubbs, City Administrator

Reading: December 15,2025

Motion: _____

Second: _____

Cost Estimates for Bridge Inspection
Fiscal Year 2026
City of Northport

Routine Inspections

<u>Number of structures due.</u>	<u>Cost</u>
Thirteen @ \$ 1,750.00 dollars ea.	\$22,750.00

Includes: providing written notification To ALDOT Maintenance Bureau when a structure falls into a certain category such as Fracture Critical, Scour or Hydraulic problems. Deck, Superstructure Substructure or Waterway Adequacy rated 4 or less. Doing follow-up observations to ensure that Bridge Maintenance work for Emergency and Urgent repairs was adequately performed and documented for files. All measurements needed for Bridge Ratings. All Bridge inspection forms completed and information entered ABIMS. Bridge and structure details entered ABIMS. Soundings at each bridge entered ABIMS.

All Structures are required to have an Element Inspection as of Jan. 2015. This will require a more detailed inspection of each structure.

Starting this year more detailed items will be required on each structure In addition to the element inspections.

<u>Grand Total</u>	\$ 22,750.00
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LISTING OF STRUCTURES DUE FOR INSPECTION

AREA: All
COUNTY: All
CITY: NORTHPORT

January 11, 2025
Page 1 of 2

Report Criteria							
Area:	All	City:	NORTHPORT	Maintenance Resp:	All	Date:	12/01/2026
County:	All	MPO:	All	Inspection Resp:	City or Municipal Agency	Hide Delinquent:	No
				Inspection Type:	All	Sort By:	Bridge ID

BIN	STR NUM	LOCATION	TYPE INSP DUE							R/SP INS DUE	I41
			R	F	U	P	N	C	DEL		
004873	OMU037 630000246Z00	0.5 MI SE OF JCT US # 82	Y					Y	Y	01 2026	A
013888	OMU0003 630000M00100	0.2 MI W US 82 BYPASS	Y					Y	Y	01 2026	A
014196	OCO0062 630000M00200	0.2 MI E JCT AL 69	Y					Y	Y	01 2026	A
014727	OCO0122 630000M03500	3.1 MI NW OF JCT ALA N 43	Y			Y		Y	Y	01 2026	P
014831	OMU0001 630000M00200	0.2 MI N US#82 BYPASS	Y					Y	Y	01 2026	A
015713	OCO0004 630000M02700	1.6 MI SE OF HWY 82	Y				Y	Y	Y	01 2026	A
017854	OCO0056 630000025300	.5 MI. WEST AL. HWY. 43	Y					Y	Y	01 2026	A
018314	OCO0056 630000071100	1/8 MI. EAST OF HWY 171	Y					Y	Y	01 2026	A
020072	OMU0301 630000288Z00	.7 MI S E HWY69 VESTAVIA	Y					Y	Y	01 2026	A
020073	OMU0303 630000289Z00	.7 MI. SE 69 VESTAVIA HIL	Y					Y	Y	01 2026	A
020074	OMU0305 630000290Z+1	.1 MI. E HUNTER CK ROAD	Y					Y	Y	01 2026	A
020075	OMU0305 630000290Z-1	.1 MI E HUNTER CK ROAD	Y					Y	Y	01 2026	A
021715	OCO0047 630000M01300	..2 mi s us 82	Y					Y		12 2026	A

F Y I

Next
Inspections
Due
Jan-2026

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

**AGREEMENT TO FURNISH PROFESSIONAL STUDY AND CONSULT SERVICES
TO THE CITY OF NORTHPORT, ALABAMA, FOR
FY26 Bridge Inspections Services**

WHEREAS, The City of Northport is required by the Alabama Department of Transportation to hold yearly element inspections of bridges located within the City's jurisdiction. This year we will be inspecting a total of 13 bridges.

WHEREAS, The Engineering department is requesting that City Council authorize the City Administrator to execute a contract with John. B. Galloway for the FY 26 Bridge Inspections Services, in the amount of \$22,800.00.

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

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

THIS AGREEMENT is made and entered into on this the 15th day of December, 2026, by and between the City of Northport, Alabama, a Municipal Corporation, Post Office Box 569, Northport, Alabama, 35476, hereinafter sometimes referred to as the "CITY" or the "OWNER" and the firm of John B. Galloway, located at 284 Temple Road, Petal, Mississippi 39465, hereinafter referred to as the "CONSULTANT," whereby the CONSULTANT will provide professional consult and study services in the form of studies, evaluations, inspections and reports as described herein to the OWNER through individuals possessing a high degree of professional skill where the personality of the individual(s) will play a decisive role and which is thereby exempt from the Alabama Competitive Bid Law, Ala. Code §41-16-51(a)(3)(1975) for the consideration hereinafter set forth, as follows:

ARTICLE 1. SCOPE OF SERVICES (THE PROJECT)

The scope of services consisting of studies, evaluations, inspections, recommendations and reports to be provided by the CONSULTANT to the OWNER are as follows:

Required bridge inspections for the FY26 calendar year (Thirteen (13) bridges).

Without limiting the generality of the foregoing, specifically the scope of services to be performed by CONSULTANT are as more particularly set forth in the attached document entitled FY26 Bridge Inspection Invoice, which is attached hereto and adopted herein by reference as Exhibit "A". In the event of a conflict between the provisions hereof and that

of Exhibit "A", the provisions hereof shall prevail. Any changes in the scope of services as set forth herein or in Exhibit "A" shall only be by amendment, in writing, duly authorized and executed by the parties.

NOTE: This Agreement does not contemplate nor encompass the provision of professional consult and study services to OWNER for the actual design and/or construction of any public works project. Should a public works project subsequently be conducted by OWNER in regard to the project, this Agreement will not be utilized to provide services in regard thereto, although the work product may be so utilized. The OWNER reserves the right to engage the services of any qualified CONSULTANT on all or any part of such project without regard to the services previously provided herein by CONSULTANT.

ARTICLE 2. BASIS OF COMPENSATION

The CONSULTANT shall receive, after approval by OWNER, the sum of \$ 22,750.00. This amount represents the total compensation to the CONSULTANT for services on all phases of the project.

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

ARTICLE 3. PAYMENT FOR SERVICES

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

A. PAYMENT FOR SERVICES

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

B. INVOICES

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

Each invoice of CONSULTANT shall specify the contract number in regard to which

the services have been performed.

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

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

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

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

C. INTEREST

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

D. EXCEPTION

No invoice or expense shall be payable if it violates applicable regulations of a State or Federal agency that is providing all or a portion of the funds or is not approved by such State or Federal agencies for payment, in which case CONSULTANT shall reimburse the City any sums erroneously paid. Under such circumstances, CONSULTANT shall take the necessary measures to insure that any such violations are rectified.

ARTICLE 4. OBLIGATIONS OF THE CONSULTANT

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

B. OPINIONS OF COST, FINANCIAL CONSIDERATIONS, AND SCHEDULES.

That the opinions of cost, financial analyses, economic feasibility projections, and estimated completion schedules for the Scope of Services provided for herein or requested by the OWNER are to be prepared by the CONSULTANT for the OWNER'S use through exercise of the CONSULTANT'S experience and judgment in applying presently available cost, pricing, or other data.

While the OWNER shall have the right to reasonably rely upon such information as a reasonable approximation or estimate based upon the professional judgment and services of the CONSULTANT, it is recognized that the CONSULTANT has no control over cost or price of labor and materials; unknown or latent condition of existing equipment or structures which may affect O&M costs; competitive bidding procedures and market conditions; and time or quality of performance by third parties. It is also recognized that the CONSULTANT may have no control over the quality, type, management, or direction of operating personnel and has no control over other economic and operational factors which may materially affect the ultimate cost or schedule of work or projects undertaken by OWNER subsequent to and based upon CONSULTANT'S study.

Therefore, while the CONSULTANT does represent to the OWNER that such information represents the best professional judgment of the CONSULTANT as a reasonable estimate or approximation, it does not warrant that the actual, financial cost or schedules will not reflect some relative degree of variance from the CONSULTANT'S opinions of cost, financial analyses, economic feasibility projections, and estimated completion scheduled.

C. LEVEL OF COMPETENCE

The CONSULTANT shall be responsible, to the level of competence presently maintained by other practicing professional organizations engaged in the same type of professional personal services in the southeastern United States, for the professional and technical adequacy and accuracy of designs, drawings, specifications, documents, and other work products furnished under this Agreement.

D. PUBLIC PROJECTS COMMITTEE MEETINGS

The CONSULTANT or a representative of CONSULTANT shall attend meetings as necessary with the OWNER and/or any other CONSULTANTS working on the Project to discuss Project status, progress, submittals to State or Federal Agencies, etc., and other Project related matters on a weekly basis.

During the term of this agreement, CONSULTANT shall attend at least one meeting per month of the OWNER'S Public Projects Committee to brief the members thereof on the progress of the project.

E. REPORTS, INTELLECTUAL PROPERTY AND OWNERSHIP OF DOCUMENTS

Periodic Reports: CONSULTANT shall, at such time and in such format as the City's representative may require, furnish such periodic reports concerning the status of the project as may be requested by the City's representative. During the course of providing services, the CONSULTANT shall furnish the City, upon request, with copies of all documents and other materials prepared and developed in relation with or as part of the project. Such a request shall be reasonable and within normal

business practices for such work.

Final Plans and Reports: The final plans, drawings, specifications, periodic reports, final reports or other documents generated by the CONSULTANT as instruments of service pursuant to this agreement, are considered work made for hire and shall be the property and intellectual property solely of the City of Northport as OWNER. As instruments of service such documents may be used by the OWNER in subsequent phases of the project or program which is the subject of this Agreement, for future improvements, repairs or expansions of and connections to the project or program, on subsequent projects or programs utilizing in whole or in part information or data in the instruments of service of the CONSULTANT and also for reference and other information on other projects or programs all without any further compensation to or approval by the CONSULTANT. The OWNER may also make submissions or distributions of any such instruments of service of the CONSULTANT to meet official regulatory requirements or for other purposes in connection with the operations or business of the OWNER without any further compensation to or approval by the CONSULTANT. The CONSULTANT shall take the necessary measures to insure that the OWNER has the same rights as regards all subconsultants' instruments of service.

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

Critical Infrastructure information: Pursuant to Ala. Code §36-12-40 (1975) as amended by Acts of Alabama 2004-487, neither the CONSULTANT its officers, agents, employees or any subconsultant, shall at any time allow the dissemination or copying of any information exempted from public disclosure by this section and critical energy infrastructure as defined in 42 U.S.C. §5195c(e) and 18 C.F.R. §388.113(c)(1), as amended, belonging to or provided to the OWNER.

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

Provided; however, the OWNER is granted a perpetual license by CONSULTANT to

utilize any of such CONSULTANT's intellectual property or copyrighted material in its possession for and on behalf of its internal operations, as well as maintenance, construction and repair of the project which was the subject of the agreement or in reference to any program developed or implemented utilizing the services of the CONSULTANT pursuant to this agreement without further approval or compensation to the CONSULTANT. Such license also extends to the right of the OWNER to utilize such intellectual property or copyrighted material during the course of any judicial, mediation, arbitration, or administrative proceeding, regardless of whether the matter concerns CONSULTANT or the services or project to which this agreement pertains. The OWNER's license also extends to making submissions or distributions of such intellectual property or copyrighted material of CONSULTANT to meet official regulatory or statutory requirements or for other purposes in connection with the project or program and future improvements, repairs or expansions of and connections to the project. Any of such submissions or distributions or usage of CONSULTANT's intellectual or copyrighted material shall not be an infringement and shall not be construed as publication or use in derogation of the CONSULTANT'S rights.

F. RECORDS AND INSPECTIONS

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

G. EFFECT OF STATE AND FEDERAL LAWS AND REGULATIONS.

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

H. CONFIDENTIALITY

All documents, information, memoranda and all other such written or verbal

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

I. CONFLICTS OF INTEREST

The CONSULTANT represents and warrants to the OWNER that neither it nor any of its subconsultants are aware of any conflict of interest which exists or could arise by means of its provision of services to the OWNER pursuant to the terms and conditions of this agreement. This is an exclusive personal service agreement and CONSULTANT will not represent the interest of any other person, firm or entity that conflicts with the interest of the OWNER in regard to the subject matter of this agreement or the performance of services pursuant to the terms and conditions hereof.

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

ARTICLE 5. OBLIGATIONS OF THE OWNER

A. OWNER-FURNISHED DATA

The OWNER shall provide to the CONSULTANT all technical data in the OWNER's possession, including previous reports, maps, surveys, and all other information in its possession that the CONSULTANT informs OWNER's representative is needed and relating to the CONSULTANT'S work on the PROJECT. Such information shall include, but not be limited to, the OWNER'S requirements for the PROJECT, and any criteria or constraints known to Owner. Unless otherwise indicated by the OWNER, the CONSULTANT may reasonably rely upon the adequacy of the information provided by the OWNER in performing CONSULTANT'S services to the OWNER, subject to the same recognitions and caveats applicable to CONSULTANT's information as provided herein at Article 4. B. and with the further recognition that the OWNER is not responsible for the adequacy or accuracy of information and/or data prepared or supplied by third parties.

B. ACCESS TO FACILITIES AND PROPERTY

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

C. TESTS

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

D. TIMELY REVIEW

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

E. TIMELY NOTICE

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

ARTICLE 6. GENERAL LEGAL PROVISIONS

A. AUTHORIZATION TO PROCEED

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

B. PROJECT REPRESENTATIVES

The OWNER and the CONSULTANT respectively will designate a person(s) to act as authorized representatives of the OWNER and the CONSULTANT in matters and decisions pertinent to the timely prosecution of this project, and each authorized representative shall have the power to obligate their party within the parameters of this agreement including, but not limited to, transmitting instructions, receiving information, making project-related decisions not requiring official OWNER approval and other matters. Neither representative shall have the authority to vary the terms and conditions of this Agreement.

C. INSURANCE

Unless waived in writing by the OWNER's representative, the CONSULTANT shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as may be necessary to protect its interests and the interests of the OWNER, its officers, agents and employees against hazards or risks of loss as hereinafter specified. The underwriter of such insurance shall be qualified

to do business in Alabama. The certificates of insurance shall contain a provision that not less than 30 days' written notice shall be given to the OWNER before any policy or coverage is canceled. Without limiting the requirements hereinbefore set forth, the insurance coverages shall include a minimum of:

- (1) Workmen's compensation and employer's liability insurance as required by the State of Alabama.
- (2) Comprehensive automobile and vehicle liability insurance. This insurance shall be written in comprehensive form and shall protect the CONSULTANT and the OWNER against claims for injuries to members of the public and/or damages to property of others arising from employer's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations under this Agreement, and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned or hired. The limit of liability shall not be less than a \$1,000,000 combined single limit or equivalent.
- (3) Commercial general liability. This insurance shall be written in comprehensive form and shall protect the CONSULTANT and the OWNER against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the CONSULTANT or of any of its agents, employees, or subcontractors. The limit of liability shall not be less than a \$1,000,000 combined single limit.
- (4) The CONSULTANT shall furnish professional liability insurance coverage in an amount not less than \$1,000,000 and subconsultants shall provide limits commensurate with the responsibilities of their work.
- (5) The insurance coverages specified above shall constitute minimum requirements and the OWNER, its officers, agents and employees shall be named as an additional insured in insurance coverages identified in items "2" and "3".

D. TERMINATION

- (1) This Agreement may be terminated by the OWNER for its convenience by giving thirty (30) days' written notice to the CONSULTANT.
- (2) This Agreement may be terminated by the CONSULTANT upon thirty (30) days' written notice to the OWNER but only if the OWNER should substantially fail to perform in accordance with this Agreement through no fault of the CONSULTANT or if the performance of the Scope of Services by the CONSULTANT is stopped by conditions beyond the control of the CONSULTANT. Failure to perform includes failure of OWNER to promptly pay the CONSULTANT in accordance with ARTICLE 3.

- (3) In the event of termination, the CONSULTANT shall be paid in full for all work previously authorized and performed up to the termination date, if the CONSULTANT delivers to the OWNER all instruments of service completed or partially completed by the date of termination.
- (4) If no termination is implemented, relationships and obligations created by this Agreement shall terminate upon completion of all applicable requirements of this Agreement.
- (5) Loss of Grant Funds

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

E. ASSIGNMENT

- (1) This Agreement is to be binding on the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other. No assignment of this Agreement shall be effective until the Assignee assumes in writing the obligations of the assigning parties, and delivers such written assumption to the other original party to this Agreement.
- (2) Use of subconsultants by the CONSULTANT or subsidiary or affiliate firms of the CONSULTANT for technical or professional services shall not be considered an assignment or a portion of this Agreement.

Nothing herein shall be construed to give any rights or benefits hereunder to

anyone other than OWNER and CONSULTANT.

F. COURT OF JURISDICTION

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

G. INDEMNIFICATION

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

H. REPRESENTATIVE CAPACITY

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

ARTICLE 7. PERSONNEL

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

Project Chief CONSULTANT: John B. Galloway

Project Manager: John B. Galloway

Subconsultant: _____

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

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

Client: City of Northport
c/o Tera Tubbs
P.O. Box 569
Northport, AL 35476

CONSULTANT: John B. Galloway
284 Temple Road
Petal, MS 39465

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

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

It is further mutually agreed:

A. ATTACHMENTS

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

Exhibit A. FY 26 Bridge Inspection Invoice
Exhibit B. List of FY26 Bridges for Bridge Inspection

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

B. MISCELLANEOUS CLAUSES

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

- (1) That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.

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

subject, or any resolution, order, rule, regulation, writ, injunction, decree or judgment of any governmental authority or court having jurisdiction over the party.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. COMPLIANCE WITH IMMIGRATION LAW:

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

D. COMPLIANCE WITH AFFORDABLE HEALTH CARE ACT:

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

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

CITY OF NORTHPORT, A Municipal Corporation

BY: _____
Tera Tubbs, City Administrator

ATTEST:

CONSULTANT:

ATTEST:

BY: _____

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

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

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

Notary Public.

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF TUSCALOOSA)

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

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

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

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

Notary Public.

My Commission Expires: _____



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

AGENDA ITEM NO. 9.b.5.

MEETING DATE: December 15, 2025

SUBJECT: Resolution authorizing the City Administrator to execute a concession contract with Northport Restaurant Group, LLC

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Kim Braughton

Approved By: Kim King

Summary:

Northport Restaurant Group was the winning bidder following a Request for Proposals to provide concession services for River Run Park. The City has negotiated a contract to allow Northport Restaurant Group to provide these services for an initial term of 3 years with two 3 year renewal options. The City will receive 20% of sales generally, with the exception of sales which occur on weeknight play for Warrior Baseball and Northport Fastpitch. In exchange, Northport Restaurant Group will provide lower cost menus for our local, weeknight play.

Recommendation:

Adopt the resolution.

Funding Source/GL Code:

GL Code No. Amount: \$

Motion for Consideration:

I move to adopt the resolution authorizing the City Administrator to execute a concession contract with Northport Restaurant Group, LLC.

RESOLUTION NO. 25 -

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONCESSION CONTRACT WITH NORTHPORT RESTAURANT GROUP, LLC

WHEREAS, River Run Park is located in the City of Northport; and

WHEREAS, River Run Park includes concession stands located within the facility; and

WHEREAS, the City Council of the City of Northport wishes to enter a concession contract with Northport Restaurant Group, LLC to operate the concession stands.

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

1. The City Administrator is hereby authorized to execute a concession contract with Northport Restaurant Group, LLC.

RESOLVED AND DONE THIS 15th DAY OF DECEMBER, 2025.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

Jaimie Dykes, Its President

ATTESTED:

Tera Tubbs, City Administrator

Reading: December 15, 2025
Motion By:
Second By:



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

AGENDA ITEM NO. 9.b.6.

MEETING DATE: December 15, 2025

SUBJECT: Resolution Authorizing the Northport Police Department to enter into a "MOU" with Operation Light Shine

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Summer Cockrell

Approved By: Gerald Burton

Summary:

This Memorandum of Understanding is entered into by and between Operation Light Shine "OLS", a 501(c)(3) and the Northport Police Department. OLS collaborates with law enforcement in a joint effort to fight human trafficking and child exploitation through its Inter-Agency Child Exploitation and Persons Trafficking Task Force ("Intercept"). This MOU creates a formal, non-binding partnership between the Northport Police Department and OLS to further the mutual mission of combating child sexual exploitation and trafficking in persons.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. Amount: \$

Motion for Consideration:

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

RESOLUTION NO. 25-

**RESOLUTION AUTHORIZING THE NORTHPORT POLICE DEPARTMENT TO
ENTER INTO A MEMORANDUM OF UNDERSTATING WITH OPERATION LIGHT
SHINE**

WHEREAS the Northport Police Department would like to enter into an agreement with Operation Light Shine in their efforts to fight human trafficking and child exploitation

WHEREAS Operation Light Shine will provide salary replacement funding for one full-time detective/investigator. The assigned detective/investigators primary duty on a day-to day-basis will be conducting child sexual exploitation/trafficking investigations and related duties.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama that the Northport Police Department is hereby authorized to enter into an agreement with Operation Light Shine that will last for 4 years or until this agreement is amended or terminated.

RESOLVED AND DONE THIS ____ DAY OF DECEMBER 15TH.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

Jamie Dykes, Its President

ATTEST:

Tera Tubbs, City Administrator

Reading:

Motion: _____

Second: _____

OPERATION LIGHT SHINE

MEMORANDUM OF UNDERSTANDING

The Inter-agency Child Exploitation and Persons Trafficking Task Force (INTERCEPT) Introduction

This Memorandum of Understanding ("MOU") is entered into by and between Operation Light Shine ("OLS"), a 501(c)(3) nonprofit that collaborates with law enforcement, field specialists, and subject matter experts in a joint effort to fight human trafficking and child exploitation through its Inter-Agency Child Exploitation and Persons Trafficking Task Force ("INTERCEPT"), and the Northport Alabama Police Department (collectively, "the Parties").

Purpose

This MOU creates a formal, non-binding partnership between the Parties for the purpose of establishing AGENCY's participation in INTERCEPT to further the Parties' mutual mission of combating child sexual exploitation and trafficking in persons.

Roles and Responsibilities

Operation Light Shine's Understandings Relating to AGENCY's Participation in INTERCEPT:

1. Salary Replacement Funding:

- OLS will provide salary replacement funding for one full-time detective/investigator ("the Assigned Person") employed by AGENCY. The Assigned Person's primary duty on a day-to-day basis will be conducting child sexual exploitation/trafficking investigations and related duties. While the Assigned Person may assist with secondary duties or critical incidents/major events, such assignments should be limited and temporary.
- Salary replacement funding must be used by AGENCY to replace the investigator's position, ensuring the investigative workforce is increased, not merely sustained.
- Salary replacement funding is capped at \$130,000 per year and will follow this schedule:
 - Salary replacement funding is capped at \$130,000 per year and will follow this schedule:
 - ❖ Year 1 at 100%
 - ❖ Year 2 at 100%
 - ❖ Year 3 at 75%
 - ❖ Year 4 at 50%

In addition to base salary replacement, OLS will provide overtime reimbursement directly related to INTERCEPT Task Force operations. Overtime reimbursement must be pre-approved by OLS and shall not exceed an annual cap of \$12,000 or \$1,000 per month during the MOU period, whichever is smaller.

AGENCY must submit detailed overtime reports for reimbursement, following the reporting guidelines outlined by OLS.

OLS funding covers only the Assigned Person's direct salary and approved overtime costs. It does not cover benefits, retirement contributions, healthcare, or any additional compensation beyond salary and approved overtime.

AGENCY will certify and provide proof upon request that the funding was utilized in compliance with this MOU.

3. Mission-Specific Training:

- OLS will fund mission-specific training when possible and as agreed upon by OLS and AGENCY. All training must be pre-approved by OLS.
- OLS will cover reasonable travel expenses for training, subject to pre-approval and adherence to OLS's travel policy. Some expenses may be funded upfront, while others may require reimbursement.
- OLS reserves the right to require mandatory training for task forces to ensure best practices, particularly concerning trauma-informed victim/survivor issues. Mandatory training requirements will be communicated in advance, and OLS will coordinate with AGENCY to schedule and deliver training at no cost.

4. Support for Long-Term Funding:

- AGENCY must make a good-faith effort to obtain funding to cover:
 - ❖ 25% of costs in Year 3
 - ❖ 50% of costs in Year 4
 - ❖ 100% of costs in Year 5 and beyond
- OLS will assist AGENCY by providing statistics, presentation materials, and advocacy support in meetings, hearings, or other forums as requested to secure funding support.

5. Exclusions:

- OLS will not provide any tactical equipment, such as firearms, ammunition, or raid vests.

AGENCY's Understandings Relating to its Participation in INTERCEPT:

6. Designation of Personnel:

- AGENCY will designate the Assigned Person, with final approval by the INTERCEPT Government Executive Board (GEB), to work in a full-time capacity at the INTERCEPT Task Force and on INTERCEPT- related cases.

7. Documentation and Reporting:

- AGENCY will provide OLS with documentation of salary and average overtime costs for budgeting purposes.
- AGENCY will submit quarterly funding requests with detailed records of funding application.

8. Compliance and Certification:

- AGENCY agrees to use OLS-provided funding as stipulated in this MOU. Misuse of funds will result in review and potential termination of this partnership.
- AGENCY may be required to certify and show proof that salary replacement funding and vehicle replacement funds were utilized according to the terms outlined in this MOU.

9. Participation in Governance:

- AGENCY will participate on the INTERCEPT GEB, represented by its chief executive or a delegated supervisor. The GEB will meet quarterly to discuss task force operations and policy matters.

Performance Evaluations

The Assigned Person will be evaluated at regular intervals based on performance standards established and maintained by the GEB in collaboration with OLS. Changes to standards will be communicated in advance.

Disclaimer of Non-Entitlement

Participation in this MOU does not entitle any party or individual to benefits or considerations not specifically outlined herein.

Scope and Forum Selection

This MOU will commence on January 1, 2026 and will dissolve at the end of the funding period on December 31, 2030.

Amendments to this MOU must be made in writing and signed by both Parties. Either party may terminate this MOU with 60 days' written notice. Conflicts arising from this MOU will be resolved through nonbinding mediation in Davidson County, Tennessee, with expenses borne by each party.

SIGNATURES:

Operation Light Shine

Bryan Weight, Executive Director, OLS

Date

AGENCY:

Gerald Burton, Chief of Police, Northport Police Department

Date



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

AGENDA ITEM NO. 9.b.7.

MEETING DATE: December 15, 2025

SUBJECT: Resolution Approving the Allocation of 2026 Agency Funding

Unfinished Business:

New Business:

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Kelly Homan

Approved By: Darren McGee

Summary:

This resolution is to allocate currently budgeted agency funding totaling \$1,263,870.00 to specific agencies and amend the 2026 Operating Budget to increase and allocate an additional \$113,805.00 to agency funding. The additional funding needed to increase agency funding will be generated through increased City sales tax projections.

Recommendation:

Approve this resolution

Funding Source/GL Code:

GL Code No. Various Amount: \$1,377,675.00

Motion for Consideration:

I move to adopt the resolution for the proposed allocation of 2026 Agency Funding

Dept 41: Outside Agency Funding

01-41-000-50801	Tuscaloosa Public Library	288,015.00
01-41-000-50803	Metro Animal Shelter	245,000.00
01-41-000-50804	FOCUS	63,600.00
01-41-000-50805	Tuscaloosa County Industrial Development Authority	31,800.00
01-41-000-50806	TSNIP	5,300.00
01-41-000-50807	Friends of Historic Northport	5,300.00
01-41-000-50808	Warrior Baseball	26,500.00
01-41-000-50809	Fine Arts Initiative-Arts Council	100,700.00
01-41-000-50810	Tuscaloosa County PARA	250,160.00
01-41-000-50812	EMA Annual Funding	90,000.00
01-41-000-50813	Tuscaloosa Tourism and Sports	105,000.00
01-41-000-50814	West Alabama Food Bank	26,500.00
01-41-000-50815	UCP of West Alabama	5,300.00
01-41-000-50816	Arts Council (Bama Theatre)	2,650.00
01-41-000-50817	Arts & Autism	2,650.00
01-41-000-50818	Tuscaloosa Children's Theatre	5,300.00
01-41-000-50819	District Attorney's Office	50,000.00
01-41-000-50820	Boys & Girls Clubs of West Alabama	63,600.00
01-41-000-50823	Skilled Trades of West Alabama	5,300.00
01-41-000-50825	Tuscaloosa Angels	2,500.00
01-41-000-50826	Schoolyard Roots	2,500.00
		1,377,675.00

RESOLUTION NO. 25 -

RESOLUTION FOR APPROVAL OF AGENCY FUNDING

WHEREAS, the City would like to provide funding to outside agencies to perform needed and desired services; and

WHEREAS, the original City of Northport Operating Budget designated \$1,263,870.00 to unspecified outside agencies; and

WHEREAS, the City would like to allocate the originally budgeted agency funding totals to specific agencies and additional funding totaling \$113,805.00; and

WHEREAS, the City would like to amend the original 2026 Operating Budget to increase City sales tax budget by \$113,805.00 to supply the required funding for the increase to agencies.

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

1. The City hereby allocates and additionally budgets agency funding per the attached exhibit and increases City sales tax budget to provide the funding for such.
2. This resolution shall become effective immediately.

RESOLVED AND DONE THIS 15TH DAY OF DECEMBER, 2025

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

Jamie Dykes, Its President

ATTESTED:

Tera Tubbs, City Administrator

Reading: December 15, 2025
Motion By:
Second By:



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

AGENDA ITEM NO. 9.b.8.

MEETING DATE: December 15, 2025

SUBJECT: Resolution reappointing Jon Garner to the Zoning Board of Adjustments

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Katelyn Lesley

Approved By: Julie Ramm

Summary:

The term of Jon Garner on the Zoning Board of Adjustments expires on December 31, 2025. Mr. Garner is willing to continue serving the City in this capacity and is being recommended for re-appointment. His term will expire on December 31, 2028.

Recommendation:

Approve the re-appointment of Jon Garner to the Zoning Board of Adjustments.

Funding Source/GL Code:

Motion for Consideration:

I move to adopt the resolution re-appointing Jon Garner as a regular member of the Zoning Board of Adjustment with a term expiring on December 31, 2028.

RESOLUTION NO. _____

RESOLUTION RE-APPOINTING A MEMBER TO THE ZONING BOARD OF ADJUSTMENT

WHEREAS, Mr. Jon Garner's term on the Zoning Board of Adjustment expires on December 31, 2025; and

WHEREAS, Mr. Garner has expressed a desire to remain a regular member of the ZBA.

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

1. That Mr. Jon Garner be reappointed to the Zoning Board of Adjustment.
2. Mr. Jon Garner's term will expire on December 31, 2028.

RESOLVED AND DONE this ____ day of _____, 2025.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Jamie Dykes, President

ATTEST:

Tera Tubbs
City Administrator

Reading: December 15, 2025

Motion By:

Second By:



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

AGENDA ITEM NO. 9.b.9.

MEETING DATE: December 15, 2025

SUBJECT: Resolution reappointing Kevin Shobe to the Zoning Board of Adjustments

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Katelyn Lesley

Approved By: Julie Ramm

Summary:

The term of Kevin Shobe on the Zoning Board of Adjustments expires on December 31, 2025. Mr. Shobe is willing to continue serving the City in this capacity and is being recommended for re-appointment. His term will expire on December 31, 2028.

Recommendation:

Approve the re-appointment of Kevin Shobe to the Zoning Board of Adjustments.

Funding Source/GL Code:

Motion for Consideration:

I move to adopt the resolution re-appointing Kevin Shobe as a regular member of the Zoning Board of Adjustment. Mr. Shobe's term will expire on December 31, 2028.

RESOLUTION NO. _____

RESOLUTION RE-APPOINTING A MEMBER TO THE ZONING BOARD OF ADJUSTMENT

WHEREAS, Mr. Kevin Shobe's term on the Zoning Board of Adjustment expires on December 31, 2025; and

WHEREAS, Mr. Shobe has expressed a desire to remain a regular member of the ZBA.

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

1. That Mr. Kevin Shobe be reappointed to the Zoning Board of Adjustment.
2. Mr. Kevin Shobe's term will expire on December 31, 2028.

RESOLVED AND DONE this ____ day of _____, 2025.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Jamie Dykes, President

ATTEST:

Tera Tubbs
City Administrator

Reading: December 15, 2025

Motion By:

Second By:



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

AGENDA ITEM NO. 9.b.10.

MEETING DATE: December 15, 2025

SUBJECT: Resolution authorizing the City Administrator to renew a Temporary Use Agreement for the Northport Community Center with the Dance, Dance, Dance Group

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Kim Braughton

Approved By: Tera Tubbs

Summary:

In May 2024, the City of Northport entered a temporary use agreement for the Northport Community Center with the Dance, Dance, Dance group. The agreement granted them permission to use the facility each Thursday during the hours of 4pm. to 10 p.m. local time, and Friday evening between the hours of 4 pm. and 11 p.m. local time (excluding Holidays observed by the City of Northport). The term of the agreement has expired and the City of Northport wishes to renew said agreement.

Recommendation:

Adopt the resolution

Funding Source/GL Code:

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

Motion for Consideration:

I move to adopt the resolution authorizing the City Administrator to renew a Temporary Use Agreement for the Northport Community Center with the Dance, Dance, Dance Group.

RESOLUTION NO. 25 -

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO RENEW A
TEMPORARY USE AGREEMENT FOR THE NORTHPORT COMMUNITY CENTER
WITH THE DANCE, DANCE, DANCE GROUP**

WHEREAS, in May, 2025, the City of Northport entered a Temporary Use Agreement for the use of the Northport Community Center with the Dance, Dance, Dance group; and

WHEREAS, said agreement has expired; and

WHEREAS, the Northport City Council wishes to renew the Temporary Use Agreement with the Dance, Dance, Dance Group for a one year term with an additional one-year automatic renewal for two years unless either party cancels in writing.

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

1. The City Administrator is hereby authorized to execute a renewal agreement for the Northport Community Center with the Dance, Dance, Dance Group for a one-year term with an additional one-year automatic renewal for two years unless either party cancels in writing.

RESOLVED AND DONE THIS 15th DAY OF DECEMBER, 2025.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

Jaimie Dykes, Its President

ATTESTED:

Tera Tubbs, City Administrator

Reading: December 15, 2025

Motion By:

Second By:



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

AGENDA ITEM NO. 9.b.11.

MEETING DATE: December 15, 2025

SUBJECT: Resolution authorizing the City Administrator to bind insurance coverage for the City of Northport

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Malorie Mixon

Approved By: Tera Tubbs

Summary:

The City of Northport utilizes USI Insurance Services, LLC to acquire insurance for blanket property coverage, crime, general liability, business auto, law enforcement and public officials' liability. The department respectfully requests authorization for the City Administrator to bind insurance coverage for the City of Northport for the period of December 15, 2025 to December 15, 2026 at a premium rate not to exceed \$997,536.00.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-15-000-50350 Amount: \$997,536.00

Motion for Consideration:

Adopt the resolution authorizing the City Administrator to bind insurance coverage for the City of Northport.

RESOLUTION NO. 25-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO BIND INSURANCE
COVERAGE FOR THE CITY OF NORTHPORT**

WHEREAS, the City utilizes USI Insurance Services, LLC to acquire insurance for blanket property coverage, crime, general liability, business auto, law enforcement and public official's liability; and

WHEREAS, the City desires to continue insurance coverage for the City of Northport and ensure that the insurance coverage limits and costs are appropriate for the City; and

WHEREAS, the City Council desires to accept the insurance coverages and premiums in the proposal from USI Insurance Services, LLC.

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

1. The City Administrator is hereby authorized to sign all documents and requisitions pertaining to the Property and Casualty Insurance proposal and bind insurance coverage for the period of December 15, 2025, to December 15, 2026, at a premium rate not to exceed \$997.536.00 to USI Insurance Services, LLC.

RESOLVED AND DONE THIS 15TH DAY OF DECEMBER 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

Jamie Dykes, Its President

ATTEST:

Tera Tubbs, City Administrator

Reading: December 15, 2025

Motion: _____

Second: _____



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

AGENDA ITEM NO. 9.c.1.

MEETING DATE: December 15, 2025

SUBJECT: Minutes, December 1, 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 December 1, 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 December 1, 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, December 1, 2025** at Northport City Hall, located at 3500 McFarland Blvd, Northport, AL, 35476, in the Council Chambers. Mr. Bobby Herndon offered the invocation, and President Dykes led the assembly in the Pledge of Allegiance. Upon roll call, the following were found to be present: Pro Tem Washington, Councilor Smith, Councilor Conger, Councilor Higdon and President Dykes. Also present at tonight's meeting, Mayor Phillips and City Administrator Tubbs.

PRESENTATIONS

Mayor Phillips presented a proclamation to The Brown Bag recognizing them as December 2025 Business of the Month.

APPROVAL OF AGENDA

Motion by Councilor Higdon, **Second** by Councilor Conger to **approve the agenda** for the December 1, 2025 council meeting with the deletion of item 10.c.4 Ordinance Ordering Demolition of an Unsafe Structure Located at 2801 17th Avenue. **Roll call was as follows:** Pro Tem Washington, Yes; Councilor Smith, Yes; Councilor Conger, Yes; Councilor Higdon, Yes; President Dykes, Yes. **Motion Carried Unanimously.**

VISITORS TO ADDRESS COUNCIL

There was none.

UNFINISHED BUSINESS

There was none.

NEW BUSINESS

First Reading, Offered by Councilor Higdon, **Ordinance of annexation of approximately 0.91 acre located north of Union Chapel Road, south of Charlie Shirley Road, and east of 7665 Baptist Campground Road with zoning designation of RS-1 (Residential Single-Family).** David Pollard requests annexation of approximately 0.83 acres located 10408 Carthage Road. The parcel will be zoned RS-1 (Residential Single-Family). The property does meet annexation requirements and is eligible for annexation into the city limits. The Northport Planning and Zoning Commission met in a regular meeting on March 11, 2025. The Commission made a favorable recommendation that the request for annexation be granted.

Motion by Councilor Higdon, **Second** by Pro Tem Washington to adopt **Resolution 25-214 Allocation of 2026 Northport First Funds.** This resolution is for the allocation of 2026 Northport First Funds in the amount of \$6,132,332.52. 2023 Warrant Issue Bond Payments \$2,780,332.52; RRP Construction \$1,500,000.00; Education Grants \$350,000.00; Main Avenue \$267,000.00; Hwy 43/Mitt Lary Improvements \$835,000.00; Required Reserves \$400,000.00. **Roll call was as follows:** Pro Tem Washington, Yes; Councilor Smith, Yes; Councilor Conger, Yes; Councilor Higdon, Yes; President Dykes, Yes. **Motion Carried Unanimously.**

Motion by Councilor Conger, **Second** by Councilor Higdon to adopt **Resolution 25-215 Authorizing the City Administrator to execute Change Order No.2 with Video Industrial Services for The Summit Sinkhole Repair.** On June 2, 2025, the City Council declared The Summit Sinkhole as an emergency, and an emergency public works contract was awarded to Video Industrial Services for repairs. The contract was ratified by City Council on July 21, 2025. This resolution authorizes the City Administrator to execute Change Order No. 2 with Video Industrial Services for a final balancing change order in the deductive amount of \$8,760.00 to reconcile the contract value to match the final project quantities. The final contract amount is \$106,722.50. **Roll call was as follows:** Pro Tem Washington, Yes; Councilor Smith, Yes; Councilor Conger, Yes; Councilor Higdon, Yes; President Dykes, Yes. **Motion Carried Unanimously.**

Motion by President Dykes, **Second** by Councilor Higdon to adopt **Resolution 25-216 Authorizing the City Administrator to Awarding the Contract to REV Construction, Inc. for the Utility Relocation for the US 43 and Mitt Lary Intersection Improvements.** On November 5, 2025, the Engineering department accepted bids for the Utility Relocation for US43/Mitt Lary Intersection Improvements. This resolution authorizes the City Administrator to award the contract to REV Construction, Inc., who was the lowest responsive bidder, in the amount of \$229,670.00. **Roll call was as follows:** Pro Tem Washington, Yes; Councilor Smith, Yes; Councilor Conger, Yes; Councilor Higdon, Yes; President Dykes, Yes. **Motion Carried Unanimously.**

Motion by Councilor Higdon, **Second** by Councilor Conger to adopt **Resolution 25-217 Adopting the City of Northport Fiscal Year 2026 Transportation Plan Pursuant to the Rebuild Alabama Act.** The Alabama Legislature in Act No. 2019-2 adopted the Rebuild Alabama Act which levies additional

excise tax on gasoline and diesel fuel and the City of Northport is to receive a portion of said tax based on the ratio of population of its municipality to the total population of all municipalities of the state to be used for transportation infrastructure, improvement, preservation, and maintenance. The Act provides that the City of Northport shall adopt an annual Transportation Plan for each fiscal year based on an estimate of revenues and the plan shall provide a detailed list of projects for which expenditures are intended to be made in the next fiscal year. The Act further provides that any such funds shall be used only for the maintenance, improvement, replacement, and construction of roads and bridges maintained by the City of Northport and such other uses as defined by the Act. **Roll call was as follows:** Pro Tem Washington, Yes; Councilor Smith, Yes; Councilor Conger, Yes; Councilor Higdon, Yes; President Dykes, Yes. **Motion Carried Unanimously.**

Motion by Councilor Conger, **Second** by Councilor Higdon to adopt **Resolution 25-218 Authorizing City Administrator to Execute a Minor Public Works Contract with Price Civil Services, Inc., for Manhole Repair on 3rd Ave in Indian Lake Subdivision.** The Utilities Department requested proposals for manhole repair on 3rd Ave in Indian Lake. Price Civil Services, Inc., provided the lowest cost proposal meeting all specifications. This resolution authorizes the City Administrator to execute a minor public works contract with Price Civil Services, Inc., in the amount of \$32,500.00. **Roll call was as follows:** Pro Tem Washington, Yes; Councilor Smith, Yes; Councilor Conger, Yes; Councilor Higdon, Yes; President Dykes, Yes. **Motion Carried Unanimously.**

Motion by Councilor Higdon, **Second** by Pro Tem Washington to adopt **Resolution 25-219 Authorizing City Administrator to Execute a Minor Public Works Contract with Iseler Demolition, Inc. for Old Hightown Water Tank Demolition.** The Utilities Department requested proposals for the Old Hightown Water Tank Demolition project. The project includes dismantling and removing the 1-million-gallon ground storage water tank, down to the concrete foundation. Iseler Demolition, Inc. provided the lowest cost proposal meeting all project specifications. This resolution authorizes the City Administrator to execute a minor public works contract with Iseler Demolition, Inc. in the amount of \$42,600.00, to be funded out of the 2025 Water & Sewer Capital Budget. **Roll call was as follows:** Pro Tem Washington, Yes; Councilor Smith, Yes; Councilor Conger, Yes; Councilor Higdon, Yes; President Dykes, Yes. **Motion Carried Unanimously.**

Motion by Councilor Higdon, **Second** by Pro Tem Washington to adopt **Resolution 25-220 Authorizing City Administrator to Execute a Minor Public Works Contract with Iseler Demolition, Inc. for Wastewater Treatment Plant Lime Silo Demolition.** The Utilities Department requested proposals for the Wastewater Treatment Plant (WWTP) Lime Silo Demolition project. The project includes dismantling and removing the lime silo at the WWTP, down to the concrete foundation. Iseler Demolition, Inc. provided the lowest cost proposal meeting all project specifications. This resolution authorizes the City Administrator to execute a minor public works contract with Iseler Demolition, Inc. in the amount of \$27,300.00, to be funded out of the 2025 Water & Sewer Capital Budget. **Roll call was as follows:** Pro Tem Washington, Yes; Councilor Smith, Yes; Councilor Conger, Yes; Councilor Higdon, Yes; President Dykes, Yes. **Motion Carried Unanimously.**

Motion by Councilor Higdon, **Second** by Councilor Conger to adopt **Resolution 25-221 Authorizing the City Administrator to Execute a Minor Public Works Contract with Parkson Corporation for C-Channel Assemblies, Braces, and Installation at the Wastewater Treatment Plant.** This resolution authorizes the City Administrator to execute a Minor Public Works Contract with Parkson Corporation for the purchase of C-Channel Assemblies, Braces, and Installation at the Wastewater Treatment Plant in the amount of \$13,220.00. The c-channel assemblies hold the diffuser headers in place to allow transfer of oxygen to the basin. Replacing the c-channel assemblies and braces is critical in maintaining normal operations at the plant. **Roll call was as follows:** Pro Tem Washington, Yes; Councilor Smith, Yes; Councilor Conger, Yes; Councilor Higdon, Yes; President Dykes, Yes. **Motion Carried Unanimously.**

Motion by Councilor Higdon, **Second** by Councilor Conger to adopt **Resolution 25-222 Authorizing the City Administrator to enter into an Agreement with C-Spire for Managed Software for Networks.** This resolution authorizes the City Administrator to enter into an agreement with C-Spire for the purchase of managed software for networks. This is a 36-month contract paid annually. **Roll call was as follows:** Pro Tem Washington, Yes; Councilor Smith, Yes; Councilor Conger, Yes; Councilor Higdon, Yes; President Dykes, Yes. **Motion Carried Unanimously.**

Motion by Councilor Higdon, **Second** by Councilor Conger to adopt **Resolution 25-223 Authorizing the City Administrator to extend a contract with Xerox Business Solutions.** On September 8, 2022, the city entered into an agreement with Xerox Business Solutions for the lease of city copiers. The current contract has expired. This resolution is to extend the contract for another 24 months. **Roll call was as follows:** Pro Tem Washington, Yes; Councilor Smith, Yes; Councilor Conger, Yes; Councilor Higdon, Yes; President Dykes, Yes. **Motion Carried Unanimously.**

Motion by Councilor Conger, **Second** by Councilor Higdon to adopt **Resolution 25-224 Authorizing Water Service Outside the City Limits for Property Located at 5348 Sherri Lane.** Ms. JoAnn McNutt has property located at 5348 Sherri Lane, 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. 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; Councilor Smith, Yes; Councilor Conger, Yes; Councilor Higdon, Yes; President Dykes, Yes. **Motion Carried Unanimously.**

Motion by President Dykes, **Second** by Councilor Conger to adopt **Resolution 25-225 authorizing the execution of the contract of employment for City Administrator with Tera Tubbs.** On September 8, 2025, the Northport City Council appointed Mrs. Tera Tubbs as Interim City Administrator due to the retirement of Glenda Webb. After receiving and reviewing applications for the City Administrator position, on November 17, 2025, the Northport City Council appointed Mrs. Tubbs as City Administrator, City Clerk, City Treasurer and Appointing Authority pending approval of a contract of employment negotiated by Councilor Conger and Councilor Higdon. Said contract has been negotiated and agreed upon by Mrs. Tubbs. This resolution will authorize the execution of the contract for employment of Mrs. Tubbs as City Administrator, City Clerk, City Treasurer, and Appointing Authority for all employees except for City Department Heads. **Roll call was as follows:** Pro Tem Washington, Yes; Councilor Smith, Yes; Councilor Conger, Yes; Councilor Higdon, Yes; President Dykes, Yes. **Motion Carried Unanimously.**

Motion by Councilor Conger, **Second** by Councilor Higdon to adopt **Resolution 25-226 to appoint Jamie Dykes as City Council representative to the Planning and Zoning Commission.** The City Council is required by the Code of Alabama, 1975, Title 11-52 to appoint one of its members to the Northport Planning Commission. This term does run concurrent with the City Council term and will expire on November 5, 2029. The City Council wishes to appoint Jamie Dykes as its representative. **Roll call was as follows:** Pro Tem Washington, Yes; Councilor Smith, Yes; Councilor Conger, Yes; Councilor Higdon, Yes; President Dykes, Yes. **Motion Carried Unanimously.**

CONSENT AGENDA

Motion by Councilor Higdon, **Second** by Councilor Conger to approve the Consent Agenda as printed for the December 1, 2025, Council Meeting:

1. Minutes, November 17, 2025, Regular Meeting – Tera Tubbs
2. Bill Listing, Tera Tubbs
3. Purchase Requisition, Focus on Senior Citizens of Tuscaloosa County, \$5,421.48. Focus on Senior Citizens at the Northport Community Center provides an environment for older adults to engage in social, recreational, and educational activities that promote wellness, independence, and community connection. Services include meals and informational sessions designed to enhance quality of life for Northport’s senior residents.
4. Purchase Requisition, Crane Rental for Aeration Basin Repairs at WWTP, Brion Hardin Construction, Inc., \$10,600.00.
5. Purchase Requisition, Replacement Engine for Utilities Truck #7156, Jasper Engines & Transmissions, \$6,543.00. Public Works is unable to repair the engine on Utilities Truck #7156 and recommends that the engine be replaced. The purchase requisition to Jasper Engines & Transmissions, in the amount of \$6,543.00 is for a replacement engine and an installation kit for Utilities Truck #7156.
6. Purchase Requisition, River Run Park Team Store fixtures for the North and South Park stores located at River Run Park. The purchase is through Turnerboone, Inc., in the amount of \$5,246.95.

-
- 7. Purchase Requisition, \$120,000.00 to Alabama Power Company for converting Alabama Power's 12kV overhead facilities to underground along 1st Street and Bridge Avenue on the Downtown Street Scape Phase III project. This purchase was budgeted for in the project's budget.
 - 8. Purchase Requisition, Legacy Construction and Design \$8,989.00. The roof on the parking lot side of the Train Depot was damaged in a recent storm and needs to be replaced. In coordination with this repair, we would also like to install a decking layer in this area to bring the roof up to code. Three quotes were obtained for this work, and Legacy Construction and Design submitted the most affordable price at \$8,989.00, which includes materials, labor, and necessary equipment to repair the storm damage and add a decking layer. Insurance will reimburse the City for \$7,318.07 of the total cost based on the adjuster's repair estimate. The City will not be reimbursed for \$1,670.93 of the initial payment of \$8,989.00, which is for the \$1,000.00 insurance deductible and the cost of the decking layer.

Roll call was as follows: Pro Tem Washington, Yes; Councilor Smith, Yes; Councilor Conger, Yes; Councilor Higdon, Yes; President Dykes, Yes. **Motion Carried Unanimously.**

PUBLIC HEARINGS

- A. There were **no** Public Hearing items on the agenda for the **Engineering Department**.
- B. There were **no** Public Hearing items on the agenda for the **Legal Department**.
- C. There were **three** Public Hearing items on the agenda for the **Planning & Inspection Department**.
 - 1. **Second 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).**
 - i. President Dykes opened the floor for item 10.c.1.
 - ii. Austin Marcum 11948 Highpoint – Trying to renovate Highway 69 North. Plans are for professional offices, possible retail. Ingress and egress would be on Highway 69.
 - iii. President Dykes closed the floor for item 10.c.1.

Motion by Councilor Smith, **Second** by Councilor Conger to adopt **Ordinance 2286 Rezoning of approximately 4.01 acres located at 4405 Highway 69 N from Residential Single Family (RS-1) to Neighborhood Commercial (C-2)**. Zel, LLC made the request for rezoning. The Northport Planning and Zoning Commission made a favorable recommendation that the request for rezoning be granted. **Roll call was as follows:** Pro Tem Washington, Yes; Councilor Smith, Yes; Councilor Conger, Yes; Councilor Higdon, Yes; President Dykes, Yes. **Motion Carried Unanimously.**

 - 2. **Second Reading, Ordinance Amending the Zoning Ordinance.**
 - i. President Dykes opened the floor for item 10.c.2.
 - ii. There were no speakers.
 - iii. President Dykes closed the floor for item 10.c.2.

Motion by Councilor Higdon, **Second** by Councilor Conger to adopt **Ordinance 2287 Amending 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. Specifically, this amendment will re-establish the side and rear setbacks for accessory structures in residential districts. The Planning & Zoning Commission met on Tuesday, October 14, 2025 and gave a favorable recommendation to the City Council to amend the Zoning Ordinance. **Roll call was as follows:** Pro Tem Washington, Yes; Councilor Smith, Yes; Councilor Conger, Yes; Councilor Higdon, Yes; President Dykes, Yes. **Motion Carried Unanimously.**

 - 3. **Second Reading, Ordinance of Conditional Use approval for a laundromat in a General Commercial (C-3) zone for the property located at 1802 18th Avenue.**
 - i. President Dykes opened the floor for item 10.c.3.
 - ii. There were no speakers.
 - iii. President Dykes closed the floor for item 10.c.3.

Motion by Councilor Higdon, **Second** by Councilor Smith to adopt **Ordinance 2288 of Conditional Use approval for a laundromat in a General Commercial (C-3) zone for the property located at 1802 18th Avenue**. 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. 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. **Roll call was as follows:** Pro Tem Washington, Abstain; Councilor Smith, Yes; Councilor Conger, Yes; Councilor Higdon, Yes; President Dykes, Yes. **Motion Carried.**

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

CITY ADMINISTRATOR’S BUSINESS

Thanked City Council for the opportunity to serve. Next four public meetings (ZBA, PZC, Council Work Session, Council Meeting) will be held at the Public Safety Building (3721 26th Avenue) due to holiday transformation of the regular venue. After these, meetings will move back to the original location.

MAYOR AND COUNCIL MEMBER’S BUSINESS

Mayor Phillips – Dickens Downtown event is tomorrow night, all invited.

Councilor Smith, District 1 – West Alabama Christmas Parade is next Monday, with council attendance expected. Promote events on social media and encourage community attendance. Councilor Washington commended for distributing 350 turkeys and sweet potatoes at a recent event. Pastor Garcia recognized for providing over 800 meals at Kingdom Kitchen Outreach Center; his goal is to reach 300 meals distributed weekly. Volunteers and sponsors of holiday events thanked for their contributions. Additional Holiday Markets: County High Pop-Up Market (December 6th) and Echols Market (December 7th).

Pro Tem Washington, District 2 – Thanked volunteers and sponsors for assistance with successful Thanksgiving lunch. Check on your friends and families, especially during the holiday season.

Councilor Conger, District 3 – Posts weekly city council updates on her official Facebook page, including agendas, photos, and opportunities for public engagement. Encourages residents to follow the page for transparency and timely information; Wine & Food Festival tickets now on sale.

President Dykes, District 4 – Holiday Open House scheduled for December 16th-flyers distributed, everyone encouraged to attend. Toys for Tots toy drive ongoing; bins at every public facility, and donations accepted at the Open House. Dickens Downtown event is tomorrow night, with an opening procession (5:15 pm) and tree lighting (5:30 pm); ample parking and transportation provided from multiple locations. First work session held last week with strong public attendance; community encouraged to attend and participate in future work sessions for increased transparency and understanding of council business.

Councilor Higdon, District 5 – Expressed thanks to the public for attendance and engagement.

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

There being no further business to come before the Council, the meeting was **adjourned at 6:09 p.m.**

ATTEST:

Jamie Dykes, President

Tera Tubbs, City Administrator



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

AGENDA ITEM NO. 9.c.2.

MEETING DATE: December 15, 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 11/27/2025 - 12/10/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Dominion Construction Co. Inc.	Downtown Streetscape Improv ...	12/01/2025	Streetscape Phase III Construct..	70,917.18
Carl B Hancock	INV0038192	12/02/2025	Water Overpayment Refund	1,044.00
Henkels & McCoy	INV0037909	11/21/2025	ROW Permit Refund ROW25-...	725.00
Beatrice Robinson	INV0037933	11/24/2025	NPCC Security Deposit Refund...	100.00
Taylor Construction LLC	INV0037934	11/24/2025	BL Overpayment Refund	166.49
				72,952.67
Department: 13 - Mayor & City Council				
Amazon Capital Services	1XDL-PVDF-F4RL	11/25/2025	council photo frames / batteri...	660.43
Amazon Capital Services	14NH-PF9P-13FQ	12/01/2025	dykes ipad keypad and pen	339.99
Amazon Capital Services	1NNT-RGMQ-XLX7	12/01/2025	dykes ipad keypad and pen	16.99
University of Alabama	INV-0050942	12/01/2025	UA Printing Services-Council ...	375.00
Department 13 - Mayor & City Council Total:				1,392.41
Department: 15 - Administrative				
Midstates Petroleum Company	INV0037991	11/25/2025	Acct 10211	818.62
Spire	INV0037967	11/24/2025	2101 Park St 5773780740	15.62
Spire	INV0037965	11/24/2025	3401 Main Ave C 0423132222	231.36
Spire	INV0037968	11/24/2025	512 Main Ave 4973862222	93.03
Amazon Capital Services	13Y9-KQ31-FTVT	11/21/2025	Amazon-HOH Letters to Santa...	19.99
USI Insurance Svc LLC Alabama	5766223	11/24/2025	Crime Renewal	2,133.00
Burnum-Hahn Exterminators I...	INV0037921	11/24/2025	Monthly Pest Control	79.00
Amazon Capital Services	1XDL-PVDF-F4RL	11/25/2025	council photo frames / batteri...	40.84
Eatmybeats Inc.	87901	12/02/2025	Invoice- Eat My Beats	860.00
Amazon Capital Services	1T6T-PWWR-6HXV	12/02/2025	Amazon-Holiday Open House	42.90
University of Alabama	INV-0050942	12/01/2025	UA Printing Services-Council ...	125.00
Focus on Senior Citizens	SEP25	12/02/2025	Invoice-Focus Sept 25	5,421.48
Department 15 - Administrative Total:				9,880.84
Department: 16 - Legal				
Maynard Nexsen PC	536230731	11/18/2025	CONSENT 11/17/25 River Run...	36,053.50
Staples Business Advantage	6048744624	12/01/2025	drum unit & cartridge Legal Pr...	259.98
Staples Business Advantage	6048744626	12/01/2025	Toner	301.03
Mary Virginia Buck	INV0038058	12/01/2025	Retainer Services - December ...	350.00
Department 16 - Legal Total:				36,964.51
Department: 17 - Municipal Court				
Midstates Petroleum Company	INV0037993	11/25/2025	Acct 10212	213.09
Staples Business Advantage	6048744627	12/01/2025	Supplies	185.27
Kristen Turner	INV0038003	11/25/2025	Special Judge 11/7/25	875.00
Krebs Law LLC	INV0038070	12/01/2025	Judicial Services City Prosecut...	4,234.35
Paul W. Patterson II P.C.	INV0038071	12/01/2025	Judicial Services Judge - Dece...	6,354.35
Department 17 - Municipal Court Total:				11,862.06
Department: 22 - Information Technology				
Magna5 MS LLC	300044889	11/25/2025	IT - Yearly Software Renewal ...	3,000.00
A T & T	5840548012	11/24/2025	831-001-3720 096	549.62
A T & T	5886928012	11/24/2025	831-001-2247 676	853.86
A T & T	9245548015FD	11/24/2025	831-001-2475 849	1,931.94
A T & T	9245548015PW	11/24/2025	831-001-2475 849	755.98
Spectrum Business	177395401111425	11/24/2025	13205 Main Road SPUR 1773...	119.99
Comcast Cable	INV0037966	11/24/2025	1101 MLK 8396 90 014 02071...	157.80
Comcast Cable	256432178	11/25/2025	Acct 931094268	9,128.42
Comcast Cable	INV0038005	11/25/2025	3500 McFarland Blvd OFC 839...	479.99
J & J Telephone Inc.	73861GKRJ	11/25/2025	Phones - FS 2 Extension Probl...	742.50
Comcast Cable	INV0038272	12/03/2025	5410 Hwy 69N 8396 90 014 0...	548.04
J & J Telephone Inc.	773419	11/25/2025	Acct 29956	577.31
ByteSpeed LLC	INV0182702	12/01/2025	B660T Mini Desktop	3,916.00

Expense Approval Report

Payment Dates: 11/27/2025 - 12/10/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Dell Marketing LP	10849368975	12/01/2025	Dell Pro 14-512 Laptop	2,875.64
Dell Marketing LP	10850067169	12/01/2025	Dell Pro 13 Plus PB13250	10,692.30
Redpoint Audio LLC	1369	12/01/2025	IT - Services for fixing audio is...	150.00
Department 22 - Information Technology Total:				36,479.39
Department: 25 - Finance				
Fontenot Benefits & Actuarial ...	5073	11/21/2025	FIN - GASB 75 Prep	2,750.00
Staples Business Advantage	6048744620	12/01/2025	FIN - Office Supplies	25.91
Staples Business Advantage	6048744622	12/01/2025	FIN - Office Supplies	349.23
Department 25 - Finance Total:				3,125.14
Department: 28 - Planning & Inspections				
Northport Gazette The	INV0038075	12/01/2025	December PZC Agenda Ad	93.60
Northport Gazette The	INV0038077	12/01/2025	ANX-25-6 Carlos Moore Ad for...	498.60
Amazon Capital Services	1LT4-RJLT-KJHK	12/02/2025	Amazon - file box & council ja...	28.16
Amazon Capital Services	1LT4-RJLT-KJHK	12/02/2025	Amazon - file box & council ja...	191.84
Amazon Capital Services	1YKR-GJVD-9LX9	12/02/2025	Amazon - file box & council ja...	4.14
Amazon Capital Services	1YKR-GJVD-9LX9	12/02/2025	Amazon - file box & council ja...	28.16
Department 28 - Planning & Inspections Total:				844.50
Department: 32 - Engineering				
Thompson Engineering Inc	251002624	12/01/2025	2024 Resurfacing Amendment...	5,832.70
Amazon Capital Services	1WLV-K6GV-DP34	11/25/2025	Office Supplies	73.15
Department 32 - Engineering Total:				5,905.85
Department: 33 - Police				
TRUCKWORX HOLDING CO INC	1130209308.C	12/01/2025	BATTERY-GROUP 65 750CCA -...	22.57
TRUCKWORX HOLDING CO INC	1130210696.C	12/01/2025	BATTERY-GROUP 65 750CCA -...	-22.57
Midstates Petroleum Company	INV0037994	11/25/2025	Acct 10208	14,602.99
Cummins Mid-South LLC	C2-251134198	11/20/2025	APPROVED EMERG + 11.17.25...	3,894.04
TRUCKWORX HOLDING CO INC	1130212146	11/25/2025	batteries for PD vehicles (BL-1)	111.62
Northport Auto Supply Co. Inc.	100999457	12/01/2025	CC APPROVED 10.6.25; PM pa...	36.60
Northport Auto Supply Co. Inc.	100999515	12/01/2025	CC APPROVED 10.6.25; PM pa...	39.19
TRUCKWORX HOLDING CO INC	1130212296	12/02/2025	55gal drum of anti-freeze for ...	355.08
Spire	INV0037970	11/24/2025	3000 Charlie Shirley Rd 21140...	37.82
Northport Auto Supply Co. Inc.	100999990	12/02/2025	PD Gray Humvee- master pow...	40.31
GFL Environmental Inc.	UI0000037218	12/01/2025	Acct UI1703	497.45
APCO International Inc	00100300	11/21/2025	C. Duncan - CTO Recertification	35.00
Stivers Ford	60996	12/01/2025	PD #437 - rear bumper cover ...	145.82
Thompson Tractor Co. Inc	PS3906-002	11/25/2025	APPROVED EMERG + 11.17.25...	1,100.00
Northport Auto Supply Co. Inc.	101001327	12/01/2025	CC APPROVED 10.6.25; PM pa...	17.00
State of Alabama	INV0038061	12/01/2025	Tower Lease - December 2025	500.00
Northport Auto Supply Co. Inc.	101001531	12/02/2025	PD #463- camshaft sensor	21.25
Department 33 - Police Total:				21,434.17
Department: 35 - Fire				
Lowe's Home Centers Inc.	96829	11/20/2025	FD E585 Boat- materials for tr...	105.23
Midstates Petroleum Company	INV0037992	11/25/2025	Acct 10209	3,386.92
Spire	INV0037974	11/24/2025	12301 Mitt Lary Rd 78635555...	118.74
Fleetpride Inc.	130407621	12/01/2025	! FD Engine #3 - dash valve	190.98
Parts Town LLC	2107548297	11/20/2025	FD Station #2 - new ice machi...	134.63
Patrick Allen Companies LLC	16935	11/24/2025	FD Station #4- replace bay doo...	1,940.00
Amazon Capital Services	1TR7-LP77-4XQP	11/20/2025	Garbage can and trash bags - S...	88.19
Amazon Capital Services	1163-6MQJ-XQ3D	11/24/2025	Christmas tree St 1	209.99
Burnum-Hahn Exterminators I...	INV0037920	11/24/2025	Monthly Pest Control	79.00
Amazon Capital Services	1RLD-GVHD-MKN6	11/25/2025	FD Station 1 - gas valve for bay..	213.94
Amazon Capital Services	1VWY-J197-KMM4	11/25/2025	Toner - Cody's office	412.08
Lowe's Home Centers Inc.	87005	11/24/2025	Wreaths St 1	245.10
Sequel Electrical Supply	931542840	11/25/2025	FD Station 4 - LED lights for di...	42.99
Sequel Electrical Supply	931542856	11/25/2025	FD Station 4 - LED lights for di...	217.96
Sunbelt Fire Inc.	00033473	12/01/2025	FD Ladder #22 - AC repair parts	1,474.28
Paint Spot	N0318189	12/01/2025	Painting Supplies - St. 4	256.92
Appliance Parts Inc.	755358	12/01/2025	FD Station #2 - control board f...	115.55
Sequel Electrical Supply	931558886	12/01/2025	FD Station #4 - LED lights for b...	171.96

Expense Approval Report

Payment Dates: 11/27/2025 - 12/10/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Walmart	a535532d	12/01/2025	Battery for Streamlight	47.04
KDL Sales Inc.	5359	12/02/2025	Black Pullover - R. Barger	95.00
KDL Sales Inc.	5360	12/02/2025	Black Pullover - Bailey	95.00
Department 35 - Fire Total:				9,641.50
Department: 37 - Public Works				
ST Bunn Construction Co. Inc.	16454	11/10/2025	CC APPROVED 10.6.25; asphalt..	300.74
ST Bunn Construction Co. Inc.	16461	11/10/2025	CC APPROVED 10.6.25; asphalt..	229.02
Rocket City Garage Service LLC	2025	12/01/2025	PW Shop - annual lift inspecti...	640.00
ST Bunn Construction Co. Inc.	16484	11/10/2025	CC APPROVED 10.6.25; asphalt..	251.02
Coblentz Equipment & Parts C...	105244	10/15/2025	PW #5062- AC resistor	84.60
ST Bunn Construction Co. Inc.	16501	11/10/2025	CC APPROVED 10.6.25; asphalt..	177.67
TRUCKWORX HOLDING CO INC	1130209503.C	12/01/2025	BRAKE IT-RELINE-Core -	1,000.00
TRUCKWORX HOLDING CO INC	1130209852.C	12/01/2025	PACCAR BATTERY CORE	33.75
TRUCKWORX HOLDING CO INC	1130210571.C	12/03/2025	PO 26-0527	835.00
TRUCKWORX HOLDING CO INC	1130210692.C	12/01/2025	BRAKE KIT RELINE -Core -	-1,000.00
TRUCKWORX HOLDING CO INC	1130210694.C	12/01/2025	PACCAR BATTERY CORE	-33.75
Midstates Petroleum Company	INV0037995	11/25/2025	Acct 10210	15,516.45
TRUCKWORX HOLDING CO INC	1130210908	11/24/2025	PW #9487- expansion valve for..	75.00
Amazon Capital Services	1JKD-DVXY-CJW9	12/01/2025	deck belts for PW mowers	179.64
Tuscaloosa Tire & Service Cen...	N296119	12/02/2025	tires - PW Light Duty trucks (B...	678.92
Northport Auto Supply Co. Inc.	100998194	12/01/2025	PW #0424- CMP sensor	80.04
Northport Auto Supply Co. Inc.	100999011	12/01/2025	PM parts & supplies for PW Tr...	64.37
TRUCKWORX HOLDING CO INC	1130212321	12/01/2025	brake parts & supplies - Garba...	364.22
TRUCKWORX HOLDING CO INC	1130212323.C	12/03/2025	PO 26-0171	92.00
TRUCKWORX HOLDING CO INC	1130212324	12/01/2025	brake parts & supplies - Trash ...	518.36
Warrior Energy	D90605a	11/24/2025	5W20 oil - PW trucks & equip...	256.50
Warrior Energy	D90605b	11/24/2025	0W20 oil - PW trucks & equip...	175.95
Spire	INV0037973	11/24/2025	1781 Harper Rd 7173423333	653.85
One Source Office Products LLC	OE-QT-7797-1	12/01/2025	janitorial supplies for Public ...	82.66
Northport Auto Supply Co. Inc.	100999743	12/01/2025	PW #3350 - heater hose	66.42
Northport Auto Supply Co. Inc.	100999750	12/01/2025	MOLDED COOLANT HOSE R Pu...	-81.49
TRUCKWORX HOLDING CO INC	1130212452	12/02/2025	anti-freeze - PW trucks & equi...	371.03
Amazon Capital Services	196P-YD96-JQQ1	11/19/2025	PW #9353 (scissor lift) - hydra...	565.00
Lowe's Home Centers Inc.	71975	11/20/2025	supplies to pour curb at Ole Co..	462.78
Lowe's Home Centers Inc.	73801	11/20/2025	mulch for Beautification proje...	189.00
Amazon Capital Services	13XW-VTHQ-1K7F	11/20/2025	seed spreading bag for Constr...	39.99
Northport Auto Supply Co. Inc.	101000633	12/01/2025	PM parts & supplies for PW R...	26.82
TRUCKWORX HOLDING CO INC	1130212741	11/24/2025	! PW #4484 - wheel seal & axle..	108.59
Amazon Capital Services	13Y9-KQ31-PGWH	11/24/2025	PPE - orange nitrile gloves (BL...	71.49
Amazon Capital Services	13Y9-KQ31-PGWH	11/24/2025	PPE - orange nitrile gloves (BL...	13.00
Amazon Capital Services	13Y9-KQ31-PGWH	11/24/2025	PPE - orange nitrile gloves (BL...	45.50
Coker Water Authority	INV0037935	11/24/2025	Raw Water	232.48
Ingram Equipment Company L...	P13560	12/01/2025	PW #7755- accel switch	69.91
Northport Auto Supply Co. Inc.	101001076	12/01/2025	PM parts & supplies for PW Tr...	45.08
Cintas	4250864499	11/25/2025	Payer # 14385499	27.56
Coblentz Equipment & Parts C...	105604	12/01/2025	V37222400 RESISTOR Bin: Z2...	-54.60
Heritage-Crystal Clean LLC	19683602	12/01/2025	Shop's used oil & filters + clea...	150.00
Lowe's Home Centers Inc.	90583	12/01/2025	215461 7/11-IN MTL LOCK NUT	10.22
Lowe's Home Centers Inc.	90687	12/01/2025	215461 7/16-IN MTL LOCK NU...	-10.22
Lowe's Home Centers Inc.	90697	12/01/2025	*HOLD* emergency supplies f...	4.26
Northport Auto Supply Co. Inc.	100999934	12/01/2025	PW #6819 - clock spring	55.71
TRUCKWORX HOLDING CO INC	1130213073.C	12/03/2025	PO 26-0527 Credit	-625.00
TRUCKWORX HOLDING CO INC	1130213073.C	12/03/2025	PO 26-0527 Credit	-210.00
TRUCKWORX HOLDING CO INC	1130213073.C2	12/03/2025	PO 26-0171 Credit	-92.00
Ready Mix USA LLC	9452788188	12/02/2025	CC APPROVED 10.6.25; concre...	181.80
Amazon Capital Services	1LFL-LCXP-G973	12/01/2025	14-inch masonry blades for C...	157.58
Waste Connections of Alabam...	2139	12/01/2025	Acct 6085-1018	150.00
Northport Auto Supply Co. Inc.	100999938	12/03/2025	PW #6819 - misfiring repair pa...	433.19
Northport Auto Supply Co. Inc.	101001966	12/01/2025	hydraulic parts & supplies - Tr...	58.90
Lowe's Home Centers Inc.	70117	12/01/2025	dusters for overhead vents	8.06

Expense Approval Report

Payment Dates: 11/27/2025 - 12/10/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Lowe's Home Centers Inc.	76571	12/01/2025	mulch for Beautification proje...	189.00
Ingram Equipment Company L...	P13639	12/03/2025	PW #9487- tilt cylinder reseal ...	277.22
Cintas	4251640597	12/03/2025	PAyer # 14385499	27.56
Ellison's Tree Service	1399	12/03/2025	tree removal on Barnes Settl...	1,400.00
Department 37 - Public Works Total:				25,620.85
Department: 39 - Utilities				
Cassady Company Inc The	Proj 23-101 Inv 6	11/25/2025	Council Approved - Eng Service..	11,327.20
Cassady Company Inc The	Proj 25-107 Inv 5	11/25/2025	Prof. Eng. Services - Hightown...	1,832.40
Winfield Tool & Equipment Re...	632178-0001	12/01/2025	Blanket - Air Compressor Rent...	184.63
Unifirst Corporation	1630508264	12/01/2025	AGENDA (10/6/25) - Employee..	1,219.81
Midstates Petroleum Company	INV0037996	11/25/2025	Acct 10207	5,568.69
Espy Professional Services LLC	2025-109-2	12/02/2025	Professional Services - Manho...	1,350.00
Ricks Service Co LLC	251031-CNP-KC	11/24/2025	Coolant Sensor for Union Cha...	708.28
A T & T	9245548015UT	11/24/2025	831-001-2475 849	1,931.94
DSL Electric Inc.	DSLG237725	11/20/2025	Replace Transformer on Clarif...	931.55
Hach	14756999	11/24/2025	Blanket - Lab Chemicals at WTP	136.58
Uline Inc.	200572173	11/24/2025	Chairs for WWTP	738.36
Sequel Electrical Supply	931489529	11/14/2025	Credit PO 25-4197	-51.76
Spire	INV0037972	11/24/2025	Northwood Garden Dr 87295...	18.79
Verizon	6128590302	11/24/2025	Acct 642325112-00001	803.09
Northport Auto Supply Co. Inc.	100994436	11/25/2025	UT Truck #8468 Repairs	294.47
Northport Auto Supply Co. Inc.	100996244	11/25/2025	Meter Truck #5415 Blower Mo...	163.98
Northport Auto Supply Co. Inc.	100996631	11/25/2025	Water Truck #8482 Fire Exting...	40.54
Hach	14759909	11/24/2025	Blanket - Lab Chemicals at WTP	329.10
Ferguson Enterprises LLC	1619532	12/01/2025	Thread Cutting Oil	46.16
Ferguson Enterprises LLC	1619536	12/01/2025	Rags	110.00
McLeod Truck Parts Inc.	1947605	12/02/2025	Dump Truck #6328 Air Brake ...	19.89
Tuscaloosa Ford LLC	3134	12/01/2025	Crane Truck #3950 Fuel Cap	25.82
Misc Metals & Fabrication LLC	6898	12/01/2025	Gate Repair at WTP	600.00
Computer Network Inc.	S-INV102397	11/19/2025	Extended Support for Meter R...	1,875.00
Northport Auto Supply Co. Inc.	100998028	12/01/2025	Locator Truck #6985 Repairs	619.23
Ferguson Enterprises LLC	1619963	12/01/2025	3/4" T-Bolts	330.00
Power and Rubber Supply	3505789	11/19/2025	Packing for Raw/Finished Pu...	232.10
A-1 Alabama Key & Locksmith ...	504941	12/02/2025	Inventory Truck #3297 Replac...	79.99
Lowe's Home Centers Inc.	99358	12/01/2025	Refrigerator for WTP	949.05
Spire	INV0037969	11/24/2025	1000 Harpercreek Dr 3698223...	37.56
USA BlueBook	INV00888142	11/19/2025	DO Probe for Basin #2 at WW...	3,352.16
Northport Auto Supply Co. Inc.	100999760	12/01/2025	Vactor Truck #9156 Hydraulic...	31.26
Hach	14764822	11/25/2025	Blanket - Lab Chemicals at WTP	268.58
Cintas	4250322878	11/21/2025	Payer # 14385521	26.62
TRUCKWORX HOLDING CO INC	1130211983	12/02/2025	Dump Truck #6328 DPF Cleani...	200.83
Winfield Tool & Equipment Re...	653754-0001	11/24/2025	Blanket - Air Compressor Rent...	263.75
Alabama's Water Environment..	INV0037988	11/25/2025	Wastewater Certification Train...	250.00
USA BlueBook	INV00890901	11/24/2025	Lab Supplies for WWTP	1,089.08
Paint Spot	N0317240	12/01/2025	Paint for Billing Office	619.80
Tractor & Equipment Company	P75980	11/21/2025	Mini Ex #5435 Backfill Blade R...	469.38
Southern Pipe & Supply	10522621-00	11/24/2025	2" Gate Valve	799.98
Spectrum Business	138295201112125	12/01/2025	Acct 138295201	100.00
Empire Pipe and Supply Comp...	2223365	11/24/2025	Council Approved - 2" Water ...	7,600.00
Cedar Chem LLC	39828	11/24/2025	Council Approved - Polymer fo...	3,485.36
Comcast Cable	INV0038080	12/01/2025	3950 3rd St S 8396 90 014 01...	378.05
Warrior Waste Services LLC	I17530	12/02/2025	AGENDA (10/6/25) - Sludge H...	1,320.00
Northwest Supply Co. Inc.	1013043	12/01/2025	True Union Ball Valve	226.63
Southern Pipe & Supply	10464947-00	12/01/2025	Tapping Project Supplies	260.36
Southern Pipe & Supply	10506179-00	12/01/2025	Large Meter Box Lids	612.00
Cintas	4250864437	11/24/2025	Payer # 14385564	28.64
Lowe's Home Centers Inc.	87465	11/25/2025	4' x 6' American Flags	151.92
Harbor Freight Tools	ca4ff095	11/24/2025	18" Magnetic Tool Holder	79.84
Water Girl Consulting LLC	INV0038012	12/01/2025	Water Grade IV Certification T...	500.00
Lowe's Home Centers Inc.	90866	12/02/2025	Blanket for Misc. Supplies for...	58.42

Expense Approval Report

Payment Dates: 11/27/2025 - 12/10/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Dell Marketing LP	10849073710	12/01/2025	Replacement Computer for ...	1,437.82
Cintas	4251244186	12/01/2025	Payer # 14385521	26.62
Southern Ionics Incorporated	742071	12/01/2025	Council Approved - Aluminum...	4,922.15
Warrior Waste Services LLC	I17729	12/02/2025	AGENDA (10/6/25) - Sludge H...	970.00
Warrior Waste Services LLC	I17748b	12/03/2025	AGENDA (10/6/25) - Sludge H...	693.00
Northport Auto Supply Co. Inc.	101001537	12/02/2025	Locator Truck #6985 Lowe Rad..	57.81
Ferguson Enterprises LLC	1620548	12/02/2025	8" x 7" Full Circle Repair Clam...	563.22
Lowe's Home Centers Inc.	76402	12/01/2025	Drill Bits for Collections	10.43
Lowe's Home Centers Inc.	76421	12/02/2025	Yard Hydrant	66.29
Northport Auto Supply Co. Inc.	100998077	12/02/2025	Dump Truck #1628 Fuel Filter	10.66
Ferguson Enterprises LLC	1621109	12/03/2025	Sprinkler Timer & 1" Irrig Valve..	275.00
Empire Pipe and Supply Comp...	2228417	12/03/2025	Council Approved - 2" Water ...	9,500.00
Cintas	4251640632	12/02/2025	PAyer # 14385564	28.64
Lowe's Home Centers Inc.	80353	12/02/2025	6" Reciprocating Saw Blades	30.36
Department 39 - Utilities Total:				73,217.11
Department: 41 - Outside Agency Funding				
Tuscaloosa Metro Animal Shel...	INV0038059	12/01/2025	Animal Control Contract - Dec...	19,473.40
Department 41 - Outside Agency Funding Total:				19,473.40
Department: 45 - 2019 Additional Sales Tax				
Alabama Dept of Transportati...	INV0038190	12/02/2025	Hwy 43/Mitt Lary Roadway M...	570,270.25
Dominion Construction Co. Inc.	Downtown Streetscape Improv ...	12/01/2025	Streetscape Phase III Construct..	53,389.89
Kimley-Horn and Associates In...	014152006-1025	11/24/2025	TwoMile Creek Study Amend...	4,700.00
Kimley-Horn and Associates In...	014520007-1025	11/24/2025	ADA Transition Plan Phase III	6,650.00
Thompson Engineering Inc	251002631	11/24/2025	Hwy 43/Hwy 69 Connector PE	33,866.50
Alabama Power Company	26-0828	12/02/2025	Phase III Underground Utility ...	120,000.00
Department 45 - 2019 Additional Sales Tax Total:				788,876.64
Department: 46 - Parks & Recreation				
Spire	INV0037971	11/24/2025	1991 Park ST 8485182955	147.28
Your Real Next Step	00015	11/24/2025	monthly janitorial service for ...	3,100.00
SNAP Sports Tourism Consulti...	403	12/01/2025	SNAP Consulting Fees - North...	3,200.00
Department 46 - Parks & Recreation Total:				6,447.28
Grand Total:				1,124,118.32

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	1,038,915.16
19 - GASOLINE EXCISE TAX FUND	5,832.70
22 - MUNICIPAL COURT JUDICAL ADMIN FUND	5,109.35
50 - WATER & SEWER FUND	74,261.11
Grand Total:	1,124,118.32

Account Summary

Account Number	Account Name	Payment Amount
01-10152	Accounts Receivable-AL...	70,917.18
01-13-110-50104	Printing & Duplication	1,035.43
01-13-110-50106	Office Equipment	356.98
01-15-000-50104	Printing & Duplication	125.00
01-15-000-50105	Office Supplies	40.84
01-15-000-50210	Professional Services	5,421.48
01-15-000-50250	Community Events	922.89
01-15-000-50350	Insurance - General Fund	2,133.00
01-15-000-50359	Fuel & Oil	818.62
01-15-000-50561	Pest Control	79.00
01-15-000-50570	Northport Community C...	15.62
01-15-000-50590	Utilities - Other	324.39
01-16-000-50105	Office Supplies	561.01
01-16-000-50247	Outsourced Legal Servic...	36,403.50
01-17-000-50105	Office Supplies	185.27
01-17-000-50359	Fuel & Oil	213.09
01-17-000-50373	Judicial Services - Court ...	6,354.35
01-20010	Bond Liabilities	725.00
01-21007	Security Deposits	100.00
01-22-000-50108	Equipment - Computers...	17,483.94
01-22-000-50111	Software - License & Ma...	3,000.00
01-22-000-50210	Professional Services	892.50
01-22-000-50348	Utilities - Internet	15,102.95
01-25-000-50105	Office Supplies	375.14
01-25-000-50201	Audit Expense - Internal	2,750.00
01-28-000-50105	Office Supplies	32.30
01-28-000-50283	Uniforms	220.00
01-28-116-50112	Advertising - Planning C...	592.20
01-32-000-50105	Office Supplies	73.15
01-33-000-50355	Communication System -...	500.00
01-33-000-50359	Fuel & Oil	14,602.99
01-33-000-50367	Maintenance & Repair - ...	766.87
01-33-000-50382	Repair - Public Safety C...	4,994.04
01-33-000-50402	Training - Departmental	35.00
01-33-000-50522	Utilities - Natural Gas	37.82
01-33-000-50590	Utilities - Other	497.45
01-35-210-50105	Office Supplies	412.08
01-35-210-50283	Uniforms	190.00
01-35-210-50359	Fuel & Oil	3,386.92
01-35-210-50410	Maintenance & Repair - ...	1,665.26
01-35-210-50415	Maintenance & Repair - ...	105.23
01-35-210-50520	Utilities - Natural Gas	118.74
01-35-210-50560	Pest Control	79.00
01-35-211-50380	Repairs - Station 1	213.94
01-35-212-50257	Hand Tools & Equipment...	47.04
01-35-212-50279	Living Quarters Supplies -.	543.28
01-35-212-50360	Maintenance - Station 2	134.63
01-35-212-50380	Repairs - Station 2	115.55
01-35-214-50360	Maintenance - Station 4	256.92

Account Summary

Account Number	Account Name	Payment Amount
01-35-214-50380	Repairs - Station 4	2,372.91
01-37-310-50277	Janitorial Supplies	90.72
01-37-310-50305	Contract Services	845.12
01-37-310-50307	Tree Trimming Services	1,400.00
01-37-310-50359	Fuel & Oil	16,319.93
01-37-310-50451	Solid Waste Authority C...	382.48
01-37-310-50520	Utilities - Natural Gas	653.85
01-37-311-50234	Supplies - Beautification	378.00
01-37-312-50234	Supplies - Construction	1,804.86
01-37-313-50238	Personal Safety Supplies ...	71.49
01-37-317-50238	Personal Safety Supplies ...	13.00
01-37-320-50360	Maintenance - Garbage ...	272.22
01-37-320-50380	Repairs - Garbage Trucks	69.91
01-37-321-50360	Maintenance - Heavy Eq...	0.00
01-37-321-50380	Repairs - Heavy Equipm...	30.00
01-37-323-50360	Maintenance - Trash Tru...	655.44
01-37-323-50380	Repairs - Trash Trucks	519.71
01-37-324-50360	Maintenance - Light Duty..	678.92
01-37-324-50380	Repairs - Light Duty Vehi...	553.87
01-37-325-50227	Trailers and Service Equi...	64.37
01-37-326-50360	Maintenance - Mowers ...	179.64
01-37-326-50380	Repairs - Mowers & Light..	565.00
01-37-331-50238	Personal Safety Supplies...	45.50
01-37-331-50360	Maintenance - Recycling...	26.82
01-40000	Business License	166.49
01-41-000-50803	Metro Animal Shelter	19,473.40
01-45-000-54300	Responsible	11,350.00
01-45-000-54314	Hwy43/Hwy69 Connecto...	33,866.50
01-45-000-54315	Hwy 43/Mitt Lary Inters...	570,270.25
01-45-600-54201	Downtown Streetscape	173,389.89
01-46-000-50570	Northport Community C...	3,100.00
01-46-000-50575	Visitor's Center	147.28
01-46-400-50210	Professional Services	3,200.00
19-32-000-60062	Resurfacing Projects - City	5,832.70
22-17-000-50373	Judicial Services	5,109.35
50-10150	Accounts Receivable	1,044.00
50-39-510-50105	Office Supplies	151.92
50-39-510-50111	Software - License & Ma...	1,875.00
50-39-510-50261	Contract Shirts and Pants	1,330.33
50-39-510-50312	Cell Phones	803.09
50-39-510-50336	Repairs	-51.76
50-39-510-50359	Fuel & Oil	5,568.69
50-39-510-50394	Repairs - Heavy Equipm...	1,351.25
50-39-510-50396	Repairs - Vehicles	662.61
50-39-510-50403	Training - Technical	750.00
50-39-510-50520	Utilities - Natural Gas	56.35
50-39-510-50590	Utilities - Other	2,409.99
50-39-511-50360	Maintenance	619.80
50-39-512-50107	Office Furniture	949.05
50-39-512-50300	Chemicals	4,922.15
50-39-512-50313	Laboratory Supplies	734.26
50-39-512-50336	Repairs	600.00
50-39-512-50360	Maintenance	290.52
50-39-512-50473	Inventory Supplies	226.63
50-39-513-50107	Office Furniture	738.36
50-39-513-50108	Equipment - Computers...	1,437.82
50-39-513-50300	Chemicals	3,485.36
50-39-513-50309	Hand Tools and Equipm...	79.84

Account Summary

Account Number	Account Name	Payment Amount
50-39-513-50313	Laboratory Supplies	1,089.08
50-39-513-50323	Sludge Disposal	2,983.00
50-39-513-50336	Repairs	931.55
50-39-513-50360	Maintenance	3,352.16
50-39-514-50309	Hand Tools and Equipm...	290.72
50-39-514-50430	Equipment Rental	448.38
50-39-514-50431	Construction & Repair S...	2,580.20
50-39-514-50473	Inventory Supplies	46.16
50-39-514-60000	2" Meter Replacement	17,100.00
50-39-515-50214	Professional Engineering...	1,350.00
50-39-515-50389	Maintenance - Collectio...	66.29
50-39-515-50457	System & Infrastructure...	708.28
50-39-515-50473	Inventory Supplies	120.43
50-39-600-81409	Hightown Water Tank	1,832.40
50-39-600-81702	Utility Relocation - Hwy ...	11,327.20
Grand Total:		1,124,118.32

Project Account Summary

Project Account Key	Payment Amount
None	1,124,118.32
Grand Total:	1,124,118.32



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

AGENDA ITEM NO. 9.c.3.

MEETING DATE: December 15, 2025

SUBJECT: Purchase Requisition, Outsourced Legal Services, Trussell, Funderburg, Rea, Bell & Furgerson, PC \$25,651.90

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: Kim Braughton

Approved By: Ron Davis

Summary:

This invoice is for legal services rendered from October through November 2025, in connection with economic development projects. The Legal Department respectfully requests approval in the amount of \$25,651.90

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-16-000-50247 Amount: \$25,651.90

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$25,651.90 to Trussell, Funderburg, Rea, Bell & Furgerson, PC.



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

City of Northport
3500 McFarland Blvd.
Northport, Alabama 35476

Economic Development Matters

STATEMENT

Invoice # 11328
November 2025 Summary Statement
Date: 12/01/2025
Due Upon Receipt

Services

Date	Attorney	Description	Quantity	Rate	Total
11/30/2025	John Rea	Legal services rendered in connection with economic development projects	1.00	\$25,517.50	\$25,517.50
			Quantity Subtotal		1.0
			Services Subtotal		\$25,517.50

Expenses

Type	Date	Description	Quantity	Rate	Total
Expense	11/10/2025	192 miles @ 70 cents per mile (2025 IRS Rate)	1.00	\$134.40	\$134.40
			Expenses Subtotal		\$134.40
			Quantity Total		1.0
			Subtotal		\$25,651.90
			Total		\$25,651.90

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

Payment is due upon receipt.



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

AGENDA ITEM NO. 9.c.4.

MEETING DATE: December 15, 2025

SUBJECT: Purchase Requisition, Placer.ai, Location Based Services & Analytics - \$24,150.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Malorie Mixon

Approved By: Tera Tubbs

Summary:

Platform Access Location Based Services & Analytics, Chain Demographics, Void Analysis Placer, Advanced Market Report

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-15-000-50111 Amount: \$24,150.00

Motion for Consideration:

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

Invoice #INUS06019
Date: 10/23/2025
Term Start Date: 10/23/2025
Term End Date: 10/22/2026**Bill To:**
City of Northport, Alabama
3500 McFarland Boulevard
Northport Alabama 35476
United States**Due Date: 11/22/2025**
Terms: Net 30

Item	Description	
Platform Access	Location Based Services & Analytics	
Chains Demographics	Chain Demographics	
Void Analysis	Placer - Void Analysis	
Advanced Market Report	Advanced version of the Market Report	
Subtotal		24,150.00
Tax Total		0.00
Total		USD 24,150.00

IMPORTANT: Protect against payment phishing! For any Placer bank change requests, please confirm telephonically with the billing team at [415-228-2444](tel:415-228-2444) ext:806 to prevent fraudulent transactions.

Our preferred payment method is via Stripe. Click [HERE](#) for Stripe payment link.

Wire/ACH to:
Banc of California
To the Credit of: Placer Labs, Inc.
Account Number: 1002153433
Routing & Transit Number: 122238200
SWIFT Code: SQARUS33

Send Check to:
Placer Labs, Inc.
440 N Barranca Ave #1277
Covina, CA 91723

Click [HERE](#) to Download our W9



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

AGENDA ITEM NO. 9.c.5.

MEETING DATE: December 15, 2025

SUBJECT: Purchase Requisition, Bar Screen Level Monitor at WWTP, Electric Machine Control, \$6,965.00

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: Allison Martin

Approved By: John Webb

Summary:

The purchase requisition to Electric Machine Control, in the amount of \$6,965.00, is for a bar screen level monitor and SCADA alarms for the headworks at the Wastewater Treatment Plant.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 50-39-513-50336 Amount: \$6,965.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$6,965.00 to Electric Machine Control.

CITY OF NORTHPORT, ALABAMA

REQUISITION FOR GOODS AND SERVICES

DEPT./DIVISION Utilities

Date: 11/26/2025

REQUISTIONER: Terry West

[illegible]

Request P.O. to:
EMC

Superintendent Approval
Jerry West

Business License Required?

Operations Manager Approval
Cynthia Dai 11/26/28

COMMENTS (Requisitioner or Department Head):
Level monitor and scada alarms for headworks

DEPARTMENT HEAD (Signature)

COMMENTS:

City of Northport Utilities
WWTP - Bar Screen Level Monitor
November 25, 2025
Proposal No. EM250429



Proposal for:
City of Northport Utilities
Wastewater Department
3950 3rd Street
Northport, AL 35476

Attention:
Terry West

WWTP - Bar Screen Level Monitor

November 25, 2025
Proposal No. EM250429

Proposal Prepared by:
Brian Thomason
bthomason@emcinc.com
205-612-0723

ELECTRIC MACHINE CONTROL, INC.
7015 Haisten Drive
Trussville, AL 35173

(205) 661-3998
(800) 362-0545
www.emcinc.com

1.0 Proposed Scope of Supply

Electric Machine Control will provide the WWTP - Bar Screen Level Monitor as requested by the City of Northport. This proposal is based on our recent site review of the existing Bar Screen equipment and subsequent discussions.

EMC will provide the Radar Level Monitor, a Surge Protection device, installation, mounting, and wiring of the equipment. EMC will also provide engineering services required to add the Bar Screen Level to the WWTP SCADA and to set up the alarming parameters.

2.0 Equipment

The following equipment will be provided for the City of Northport WWTP – Bar Screen Level Monitor.

Manufacturer	Description	Qty.
Vega Puls	C21 Radar Level Transmitter with 25' Cable	1
Vega Puls	Angle Type Mounting Bracket for C21	1
Phoenix	Surge Protector - Analog	1

3.0 Engineering and Technical Services

The following Engineering and Technical Services will be provided for the City of Northport WWTP – Bar Screen Level Monitor.

Description	EMC Provided
Engineering and Technical Services	• Project Design Engineering • Layout / Design • Installation (Flex Conduit, Mounting, & Wiring) • Start-up • Training • WWTP SCADA Modifications
Start-up	• Field Service Engineer for Field Install, Testing and Start-up. • Field Technician for Field Install, Testing and Start-up.

ELECTRIC MACHINE CONTROL, INC.
 7015 Haisten Drive
 Trussville, AL 35173

(205) 661-3998
 (800) 362-0545
www.emcinc.com

City of Northport Utilities
WWTP - Bar Screen Level Monitor
November 25, 2025
Proposal No. EM250429



- Terminations, Startup, and Commissioning is estimated to require One (1) Field Service Engineer and One (1) Field Service Tech for One (1) Day.
- Note: All travel and living expenses are included.

4.0 Pricing

**City of Northport Utilities
WWTP – Bar Screen Level Monitor
\$6,965.00**

Payment Terms:

- Net 30 Days.

Note: All progress Payment Terms are Net 30 Days.

Delivery Schedule:

- To be determined.

Note: Detailed delivery schedule to be determined in coordination with Customer.

Note: Delivery schedule is subject to engineering and shop schedule review at time order is received.

Freight:

- F.O.B. Jobsite – Freight Included.

ELECTRIC MACHINE CONTROL, INC.
7015 Haisten Drive
Trussville, AL 35173

(205) 661-3998
(800) 362-0545
www.emcinc.com

City of Northport Utilities
WWTP - Bar Screen Level Monitor
November 25, 2025
Proposal No. EM250429



ELECTRIC MACHINE CONTROL, INC.
TERMS AND CONDITIONS OF SALE

A. Acceptance

This quotation, together with any other documents incorporated herein or attached hereto, constitutes an offer to supply Buyer the goods to be purchased (or, in the case of software (including embedded microcode, subroutines and other computer code whether provided solely in object or in object code and source code), licensed) pursuant to this quotation. This quotation supersedes any prior oral or written communications between Seller and Buyer. BY ACCEPTING THE GOODS, OR ORDERING THE GOODS, BUYER AGREES TO AND ACCEPTS THE TERMS AND CONDITIONS APPLYING TO THE SALE OF THE GOODS PURCHASED PURSUANT TO THIS QUOTATION. BUYER'S ACCEPTANCE OF THIS OFFER IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS CONTAINED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS, INCLUDING THOSE CONTAINED IN BUYER'S PURCHASE ORDER OR ACCEPTANCE OF THIS OFFER, ARE HEREBY OBJECTED TO. These terms and conditions shall also govern any services rendered to Buyer. If any terms or conditions in the purchase order or acceptance of this offer are in conflict or not identical to the terms of this offer, the terms and conditions of this offer shall prevail. This offer may be withdrawn or modified by Seller at any time prior to Buyer's acceptance of the terms and conditions contained herein, and unless otherwise stated will expire automatically 30 days from the date hereof unless so accepted by Buyer. Acceptance is effective only upon receipt of acceptance by Seller.

B. Prices - Prices are:

1. Subject to change without notice prior to acceptance of Buyer's order by Seller.
2. Exclusive of all Federal, State, Municipal or other Government Excise, Sales, Use, Occupational or like taxes now in force or to be enacted in the future.
3. Subject to an increase equal in amount to any tax the Seller may be required to collect or pay upon the sale of the items quoted.
4. Quoted F.O.B. place of manufacture.

C. Terms

1. The terms of payment for goods are as follows unless otherwise specified.
 - a. Net cash within thirty (30) days from the date of invoice unless otherwise specified by Seller to Buyer with approved credit. Buyer to supply satisfactory credit references.
 - b. Any progress payment terms offered will be net 30 days.
2. Interest may be charged at the rate of 1 1/4 % per month or the maximum rate allowed under state law if it is a lesser number, on any payments which are not received by the due date. Any expenses of collection, including reasonable attorney's fees, shall be borne by Buyer.
3. Seller reserves the right to modify these terms for export business and special projects.

D. Shipping Estimates

1. The shipping date shown in this quotation is approximate and dependent upon prior sales and circumstances beyond Seller's control.
2. Shipping date will be computed from the date of receipt of all data required to enable complete engineering or acceptance of Buyer's order as provided in the Acceptance paragraph above, whichever is later.
3. Every effort will be made to effect shipment within the time stated, but Seller will not be liable for any damages resulting directly or indirectly from fire, embargo, strikes, or acts of God, civil strife or insurrection, transportation delay, whether at place of manufacture or elsewhere, or from delay by reason of any rule, regulation or order of any government authority directly affecting delivery, or from other causes beyond Seller's control. In the event of such a delay, the shipping date shall be extended for a reasonable length of time at least equal to the period of such delay.
4. Any change in Buyer's requirements will require confirmation or revision of estimated shipping date.
5. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL, SPECIAL, DIRECT, OR CONSEQUENTIAL DAMAGES OCCASIONED BY DELAYS, WHETHER OR NOT SUCH DELAYS ARE BEYOND SELLER'S CONTROL.

E. Delivery

Unless otherwise specified on this quotation, all goods shall be shipped F.O.B. Seller's place of manufacture, at which point title and risk of loss to the goods shall shift to Buyer. Seller undertakes only to deliver the goods to the carrier, to make a reasonable contract of carriage for their transportation, to obtain and deliver or tender such documents as may be necessary to enable Buyer to obtain possession, and to promptly notify Buyer of the shipment. Specifications or arrangements relating to the shipment of the goods covered by this agreement are at Seller's option.

F. Installation

1. When deemed necessary by Seller, or when required by Buyer's purchase order and included in Seller's price quotation, Seller or its agent will supply a service representative to provide technical direction for setting up and demonstrating the operation of the goods.
2. All cost incident to the erection and installation shall be borne by the Buyer. Additional or special services will be quoted on request.

H. Warranty

1. Any goods or parts thereof covered by this quotation which under normal operating conditions in the plant of the original user thereof, proves defective in material or workmanship within 12 months from start-up of equipment or 18 months from date of shipment by Seller which ever

ELECTRIC MACHINE CONTROL, INC.
7015 Haisten Drive
Trussville, AL 35173

(205) 661-3998
(800) 362-0545
www.emcinc.com

comes first as determined by an inspection by Seller, will be repaired or replaced at our discretion, at our plant free of charge, provided that Buyer promptly sends Seller written notice of the defect and establishes that the goods have been properly installed, maintained and operated within the limits of rated and normal usage. The liability of Seller under this warranty or for any loss or damage to the goods, whether the claim is based on contract or negligence, shall not in any case exceed the purchase price of the goods, and upon the expiration of the warranty period, all such liability shall terminate. This warranty, as it relates to electronic control units, only applies if the user has in his employ qualified maintenance personnel.

With regard to software, Seller warrants that such software will comply with the specifications, if any, published by the Seller with respect to the software. Buyer, as licensee, acknowledges and agrees that the software will not run uninterrupted or problem free. In the event the software proves defective within one year from the date of shipment by Seller, Seller will, if commercially practicable, repair such software to conform to specifications or provide replacement software.

2. The terms of this warranty do not in any way extend to any goods purchased or manufactured (with respect to this quotation) which have a separate warranty or life under normal usage inherently shorter than the one year period indicated above. Subject to the terms and conditions set forth herein, the warranty on any purchased goods is expressly limited to those offered by their respective manufacturer and which Seller may pass through to Buyer.
3. This warranty shall be void and Seller shall not be liable for any breach of warranty if the goods or parts thereof covered by this quotation shall have been repaired or altered by persons other than Seller, unless expressly authorized by Seller in writing.
4. THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED BY SELLER AND ARE EXCLUDED FROM THIS AGREEMENT. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY.

I. Limitation of Liability

1. BUYER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL (AT SELLER'S SOLE DISCRETION) BE THE REPAIR OR REPLACEMENT OF DEFECTIVE GOODS, AND SUCH REMEDY IS EXPRESSLY IN SUBSTITUTION OF ANY AND ALL REMEDIES OTHERWISE PROVIDED UNDER THE UNIFORM COMMERCIAL CODE OR OTHER STATE OR FEDERAL LAW. Provided, however, if the goods are incapable of being repaired or replaced, Buyer's exclusive remedy shall be money damages, but such damages shall not exceed the purchase price of goods.
2. Any claim for breach of Seller's warranty must be in writing addressed to Seller, must set forth the alleged defect in sufficient detail to permit its easy identification by Seller and must be made no later than 10 days after the discovery of the breach. Any breach of warranty claim not made within one year of shipment of goods by Seller will not be honored by Seller and will be of no force and effect.
3. Seller's liability on any claim of any kind, including negligence for any loss or damage arising out of, connected with or resulting from this quotation, or from the performance or breach thereof, or from the design, manufacture, sale, services rendered, delivery, resale, installation, technical direction of installation, inspection, repair, operation or use of any goods covered by or furnished under this quotation shall in no case (except as provided in the paragraph entitled Property and Patent Rights), exceed the purchase price allocable to the goods and shall terminate on year after the goods have been shipped.
4. IN NO EVENT SHALL SELLER, NOR ITS AFFILIATED BUSINESSES, NOR THE OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES OF THE FOREGOING, BE LIABLE TO BUYER, (NOR TO ANY THIRD PARTY) IN ANY ACTION OR CLAIM FOR DIRECT, CONSEQUENTIAL, SPECIAL AND/OR INCIDENTAL DAMAGES, LOSS OF PROFITS, LOSS OF OPPORTUNITY, LOSS OF PRODUCT OR LOSS OF USE, WHETHER THE ACTION IN WHICH RECOVERY OF DAMAGES IS SOUGHT IS BASED ON CONTRACT, TORT (INCLUDING PRODUCT LIABILITY, SOLE, CONCURRENT OR OTHER NEGLIGENCE AND STRICT LIABILITY), STATUTE OR OTHERWISE. TO THE EXTENT PERMITTED BY LAW, ANY STATUTORY REMEDIES WHICH ARE INCONSISTENT WITH THESE TERMS ARE WAIVED. IN THE EVENT THAT ANY OTHER TERM OF THIS AGREEMENT IS FOUND UNCONSCIONABLE OR UNENFORCEABLE FOR ANY REASON, OR ANY EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE, THIS PROVISION OF WAIVER BY AGREEMENT OF DIRECT, CONSEQUENTIAL, SPECIAL AND/OR INCIDENTAL DAMAGES SHALL CONTINUE IN FULL FORCE AND EFFECT.

J. Property and Patent Rights

1. With regard to software, Seller is granting to Buyer a non-transferable, nonexclusive license to use such software solely on computer systems owned or leased by Buyer, and solely for use by Buyer in Buyer's business. Other than this license, Seller is not granting any right title or interest in the software. Furthermore, Seller retains to itself any and all property rights in and to all designs, inventions and improvements pertaining to any goods designed in connection with the quotation and to all patents, trademarks, copyrights and related property rights arising out of the work done in connection therewith. Buyer expressly agrees that it will not assert any rights to property rights retained herein by Seller.
2. As to any goods, or parts thereof, manufactured to Buyer's design specifications, Seller assumes no liability whatsoever for patent infringement and Buyer shall indemnify and hold Seller harmless from any liability arising out of the infringement of any patent in the manufacture, sale or use of any goods described in Buyer's specifications.

Buyer agrees to treat as confidential and to safeguard against disclosure to any other person or entity all such software licensed pursuant to these terms and conditions. Buyer acknowledges the Seller possesses intellectual property rights in such software and owns the copyright in and to such software, and further expressly agrees that it will not copy (except for one backup copy that may be maintained by Buyer solely for archival purposes), decompile, disassemble, reverse engineer or attempt to reverse engineer any software licensed pursuant to these terms and conditions nor will Buyer assist others in doing or attempting to do so. To the extent that Buyer makes permitted copies of any software or other intellectual property provided pursuant to these terms and conditions, Buyer will reproduce any and all proprietary notices contained on or in such software or intellectual property.

K. Reservation of Rights in Respect to Seller's Other Products

Seller reserves the right to make improvements and changes in design upon its goods without any obligation to make such changes or improvements upon the goods that are the subject of this quotation or on goods previously manufactured and sold by it.

ELECTRIC MACHINE CONTROL, INC.
7015 Haisten Drive
Trussville, AL 35173

(205) 661-3998
(800) 362-0545
www.emcinc.com

City of Northport Utilities
WWTP - Bar Screen Level Monitor
November 25, 2025
Proposal No. EM250429



L. Limitation of Actions

Any statute or law to the contrary notwithstanding, any action to recover for any loss or damage arising out of or connected with, or resulting from this quotation, or from the performance or breach thereof must be commenced within a one year period after the cause of action accrues to Buyer, unless otherwise extended by Seller in writing. It is expressly agreed that there are no warranties of future performance pertaining to the goods that are the subject of this quotation that would extend such one year period of limitation.

M. Cancellation

In the event Buyer requests Seller to stop work or cancel the order or any part thereof, cancellation charges shall be paid to Seller as follows: (i) any and all work that is complete or scheduled for completion within thirty days of the date of notification in writing to stop work or to cancel, shall be invoiced and paid in full and; (ii) for work in process, other than covered by item (i), and any materials and supplies procured, or for which definite commitments have been made by Seller in connection with Buyer's order, the Buyer shall pay the actual costs and overhead expenses determined in accordance with good accounting practices, plus 15% and; (iii) an amount equal to 15% of the difference between the cancellation charge as computed in item (ii) and the full purchase price of the goods will be charged as compensation for business irretrievably lost as a result of accepting a purchase order based on this quotation and having said purchase order canceled by the Buyer and; (iv) Buyer shall promptly instruct Seller as to the disposition of the goods and Seller may, if requested in a writing signed by Buyer, hold the goods for Buyer's account. All costs of storage, insurance, handling, boxing or other costs in connection therewith shall be borne by Buyer.

N. Applicable Law

This quotation and the rights and obligations of the parties, shall be construed pursuant to the laws of the State of Alabama, excluding Alabama's conflict of laws. Buyer and Seller acknowledge that this agreement necessarily involves, and is entered into in furtherance of, interstate commerce. All disputes based on or arising out of this agreement shall be resolved by binding arbitration and governed pursuant to the rules of the American Arbitration Association. In no event shall any arbitrator expand nor restrict any of the party's respective rights nor obligations beyond those as set forth in this agreement.

O. Waiver of Terms and Conditions

Failure or delay of Seller to insist upon strict performance of any of the terms and conditions of this quotation or to exercise any rights or remedies provided herein or by law, shall not release Buyer from any of the obligations of this quotation and shall not be deemed a waiver of any right of Seller to insist upon strict performance hereof or of any rights or remedy of Seller as to any prior or subsequent default hereunder. The headings used herein are for convenience only and shall be given no legal effect.

P. Indemnification by Buyer

Buyer shall indemnify, defend, save and hold Seller, its affiliated businesses (and the directors, officers, employees, agents of the same) and any person acting for or on its behalf, harmless from and against any and all liability, damage, loss, claims, demands, judgments and actions of any nature whatsoever which are claimed to arise out of, result from or connected with (i) engineering specifications, data or criteria furnished by Buyer to Seller (provided Seller manufactures the goods in accordance with such specifications, data or criteria); (ii) changes in criteria made by Buyer; (iii) Buyer's negligence, errors or omissions in Buyer's performance or non-performance of its obligations under this agreement, or (iv) the failure by Buyer, its agents, employees or anyone acting through or on its behalf, to properly operate the goods in accordance with manuals, directions or other operating specifications furnished by Seller to Buyer.

Q. Complete Agreement

Any orders received by Seller in response to this quotation shall not be binding or firm orders until approved by Seller. This quotation, when accepted by Buyer in accordance with the Acceptance paragraph hereof, and/or when Seller's acknowledgment of receipt of acceptance is given to Buyer, shall constitute the entire agreement between the parties relating to this quotation and the goods provided pursuant thereto, shall supersede all previous communications or understandings between Buyer and Seller with respect to the subject matter hereof, and no alteration or addition to this quotation shall be binding on Seller unless it is in a writing signed by Seller's duly authorized officer.

ELECTRIC MACHINE CONTROL, INC.
7015 Haisten Drive
Trussville, AL 35173

(205) 661-3998
(800) 362-0545
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**DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA**

AGENDA ITEM NO. 9.c.6.

MEETING DATE: December 15, 2025

SUBJECT: Purchase Requisition, Annual Service for Alarm Units, Mission Communications, LLC., \$10,156.80

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: Allison Martin

Approved By: John Webb

Summary:

The purchase requisition to Mission Communications, LLC., in the amount of \$10,156.80, is for the alarm unit annual service contract. These units provide alarm notifications to Utilities personnel for pump stations and remote facilities.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 50-39-515-50389 Amount: \$10,156.80

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$10,156.80 to Mission Communications, LLC.



Mission Communications LLC.

3170 Reps Miller Road NW

Suite 190

Norcross GA 30071

United States

Phone: 678-969-0021

Bill To:

Northport AL, City of-Wastewater

3921 3rd Street South

Northport AL 35476

United States

Ship To:

Northport AL, City of-Wastewater

3921 3rd Street South

Northport AL 35476

United States

Invoice

Invoice Date

12/1/2025

Invoice Number

2016231

Phone:

EEmail: amartin@cityofnorthport.org

Sales Rep: KazC

PO Number:

Terms: Net 30

Line	Part Number/Description	Quantity	Unit Price	Ext Price
1	Contract: 95296 SP850-12R Name: #24 Grand Point #1 SerialNumber: 689MIS0386 Service Period: 1/1/2026 for 12 Months	1.00 EA	563.40/1	563.40
2	Contract: 95297 SP110-12R Name: #17 Industrial Park SerialNumber: 689MIS0388 Service Period: 1/1/2026 for 12 Months	1.00 EA	402.00/1	402.00
3	Contract: 95303 SP110-12R Name: #22 TCHS PS SerialNumber: 689MIS4014 Service Period: 1/1/2026 for 12 Months	1.00 EA	402.00/1	402.00
4	Contract: 95457 SP110-12R Name: #03 Airport PS SerialNumber: 689MIS1984 Service Period: 1/1/2026 for 12 Months	1.00 EA	402.00/1	402.00
5	Contract: 95458 SP110-12R Name: #09 Union Chapel SerialNumber: 689MIS1985 Service Period: 1/1/2026 for 12 Months	1.00 EA	402.00/1	402.00
6	Contract: 95459 SP110-12R Name: #10 Montgomery Farms SerialNumber: 689MIS1986 Service Period: 1/1/2026 for 12 Months	1.00 EA	402.00/1	402.00
7	Contract: 95460 SP110-12R Name: #23 North Ridge PS SerialNumber: 689MIS1988 Service Period: 1/1/2026 for 12 Months	1.00 EA	402.00/1	402.00

8	Contract: 95718	1.00 EA	402.00/1	402.00
	SP110-12R			
	Name: #16 Meadowlake PS			
	SerialNumber: 689MIS4417			
	Service Period: 1/1/2026 for 12 Months			
9	Contract: 95695	1.00 EA	402.00/1	402.00
	SP110-12R			
	Name: #02 Pump Stat			
	SerialNumber: 689MIS4006			
	Service Period: 1/1/2026 for 12 Months			
10	Contract: 95696	1.00 EA	402.00/1	402.00
	SP110-12R			
	Name: #26 Grand Point #2			
	SerialNumber: 689MIS4007			
	Service Period: 1/1/2026 for 12 Months			
11	Contract: 95697	1.00 EA	402.00/1	402.00
	SP110-12R			
	Name: #07 18L			
	SerialNumber: 689MIS4008			
	Service Period: 1/1/2026 for 12 Months			
12	Contract: 95698	1.00 EA	402.00/1	402.00
	SP110-12R			
	Name: #18 Highland Park			
	SerialNumber: 689MIS4009			
	Service Period: 1/1/2026 for 12 Months			
13	Contract: 95699	1.00 EA	402.00/1	402.00
	SP110-12R			
	Name: #04 Buckhead			
	SerialNumber: 689MIS4010			
	Service Period: 1/1/2026 for 12 Months			
14	Contract: 95700	1.00 EA	402.00/1	402.00
	SP110-12R			
	Name: #01 Pump Station			
	SerialNumber: 689MIS4011			
	Service Period: 1/1/2026 for 12 Months			
15	Contract: 95701	1.00 EA	402.00/1	402.00
	SP110-12R			
	Name: #05 Biscayne Hill			
	SerialNumber: 689MIS4012			
	Service Period: 1/1/2026 for 12 Months			
16	Contract: 95702	1.00 EA	402.00/1	402.00
	SP110-12R			
	Name: #11 Vineyard Station			
	SerialNumber: 689MIS4013			
	Service Period: 1/1/2026 for 12 Months			
17	Contract: 95703	1.00 EA	402.00/1	402.00
	SP110-12R			
	Name: #25 Carroll's Creek			
	SerialNumber: 689MIS2045			



Mission Communications LLC.

3170 Reps Miller Road NW

Suite 190

Norcross GA 30071

United States

Phone: 678-969-0021

Invoice

Invoice Date

12/1/2025

Invoice Number

2016231

Service Period: 1/1/2026 for 12 Months

18	Contract: 95704 SP110-12R Name: #15 Bell Meade SerialNumber: 689MIS4016 Service Period: 1/1/2026 for 12 Months	1.00 EA	402.00/1	402.00
19	Contract: 95468 SP110-12R Name: #13 Chase Valley SerialNumber: 689MIS2044 Service Period: 1/1/2026 for 12 Months	1.00 EA	402.00/1	402.00
20	Contract: 95469 SP110-12R Name: #06 Smith Creek SerialNumber: 689MIS4411 Service Period: 1/1/2026 for 12 Months	1.00 EA	402.00/1	402.00
21	Contract: 95470 SP110-12R Name: #08 1700 Section SerialNumber: 689MIS2046 Service Period: 1/1/2026 for 12 Months	1.00 EA	402.00/1	402.00
22	Contract: 95471 SP110-12R Name: #19 Northwood Garden SerialNumber: 689MIS2047 Service Period: 1/1/2026 for 12 Months	1.00 EA	402.00/1	402.00
23	Contract: 95472 SP110-12R Name: #20 Harper Creek PS SerialNumber: 689MIS2048 Service Period: 1/1/2026 for 12 Months	1.00 EA	402.00/1	402.00
24	Contract: 95473 SP110-12R Name: #21 Forest Trails SerialNumber: 689MIS2049 Service Period: 1/1/2026 for 12 Months	1.00 EA	402.00/1	402.00
25	Contract: 97764 SP150-12R Name: 1871 Pump Station SerialNumber: 20MIS28424 Service Period: 1/1/2026 for 12 Months	1.00 EA	347.40/1	347.40



Mission Communications LLC.
3170 Reps Miller Road NW
Suite 190
Norcross GA 30071
United States
Phone: 678-969-0021

Invoice

Invoice Date
12/1/2025

Invoice Number
2016231

Please make checks payable to Mission Communications, LLC For your convenience Mission accepts credit cards.

Card payments less than \$3,000 received within (7) days of the invoice date may avoid the 3% credit card processing fee.

If you have any questions concerning this invoice please contact our Accounts Receivable team, 877-993-1911 option 5, ar@123mc.com.

SWIFT Code	USBKUS44IMT
ABA. Routing Number	042000013
Account Type	CHECKING
Account Number	1-301-2888-7051
Account Name	MISSION COMMUNICATIONS, LLC
DEPOSIT ACCOUNT	

Line(s) Subtotal:	10,156.80
Total: \$	10,156.80

INVOICE

Tuscaloosa County Commission
PO Box 20113
Tuscaloosa, AL 35402

receivables@tuscco.com
+1 (205) 464-8220



Bill to
CITY OF NORTHPORT
PO BOX 569
NORTHPORT, AL 35476

RECEIVED
NOV 24 2025

Invoice details

Invoice no.: 0732
Terms: Net 30
Invoice date: 11/19/2025
Due date: 12/19/2025

BY: _____

#	Date	Product or service	SKU	Description	Qty	Rate	Amount
1.	07/31/2025	Housing of Prisoners	100-5920	JULY 2025	1	\$14,052.50	\$14,052.50
2.	08/31/2025	Housing of Prisoners	100-5920	AUGUST 2025	1	\$14,052.50	\$14,052.50
3.	09/30/2025	Housing of Prisoners	100-5920	SEPTEMBER 2025	1	\$14,052.50	\$14,052.50

Total

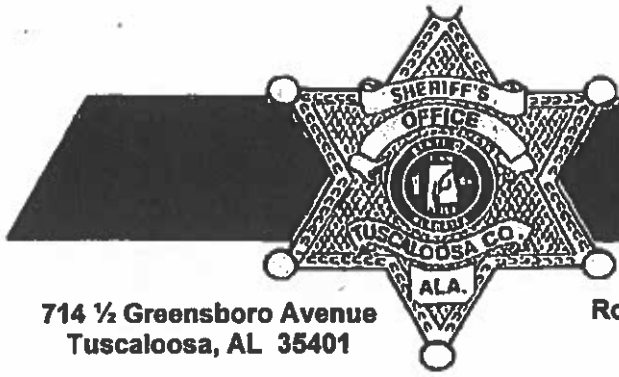
\$42,157.50

Please remit payment to the following address:
Tuscaloosa County Commission
Accounts Receivable
P O Box 20113
Tuscaloosa, AL 35402-0113

MUNICIPALITY AND TOWN INMATE COUNT

CITY OF NORTHPORT

	JUL 2025	AUG 2025	SEP 2025	QTR TOTAL
MONTHLY ALLOWANCE	248	248	240	
TOTAL INMATES	160	118	53	331
OVERAGE	(88)	(130)	(187)	
Base Contract Amount	14,052.50	14,052.50	14,052.50	
Overage Rate: \$82.50	0.00	0.00	0.00	
Total Amount Due	14,052.50	14,052.50	14,052.50	42,157.50



SHERIFF

714 ½ Greensboro Avenue
Tuscaloosa, AL 35401

Ronald S. Abernathy, Sheriff
Tuscaloosa County

Phone: (205) 469-0810
Fax: (205) 349-4511

Billing for July 2025

TPD- 1170 BEDS

0 BEDS OVER

x 59.38

\$69,474.60

NPD – 160

BROOKWOOD

37 BEDS

x 55

TOTAL \$ 2,307.00

222 BEDS LEFT

LAKEVIEW

7 BEDS

x 55

TOTAL \$ 385.00

309 BEDS LEFT

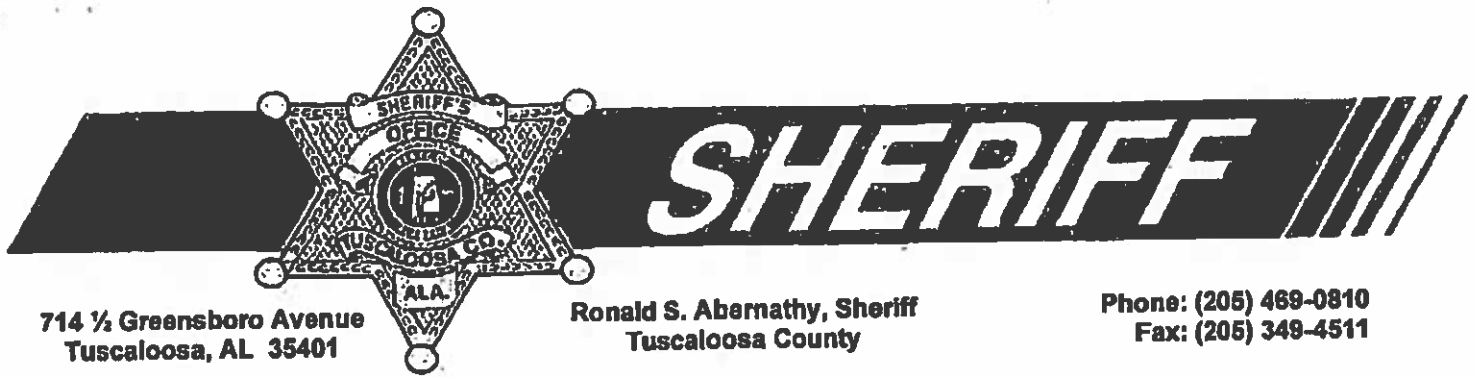
VANCE

15 BEDS

x 55

TOTAL \$ 825.00

42 Beds LEFT



714 ½ Greensboro Avenue
Tuscaloosa, AL 35401

Ronald S. Abernathy, Sheriff
Tuscaloosa County

Phone: (205) 469-0810
Fax: (205) 349-4511

Billing for August 2025

TPD- 1170 BEDS
x 59.38
\$69,474.60

0 BEDS OVER

NPD – 118

BROOKWOOD 33 BEDS
x 55
TOTAL \$ 1,815.00 189 BEDS LEFT

LAKEVIEW 9 BEDS
x 55
TOTAL \$ 385.00 300 BEDS LEFT

VANCE 30 BEDS
x 55
TOTAL \$ 825.00 12 Beds LEFT



SHERIFF

714 ½ Greensboro Avenue
Tuscaloosa, AL 35401

Ronald S. Abernathy, Sheriff
Tuscaloosa County

Phone: (205) 468-0810
Fax: (205) 349-4511

Billing for September 2025

TPD- 1170 BEDS

0 BEDS OVER

x 59.38

\$69,474.60

NPD - 53

BROOKWOOD 20 BEDS

x 55

TOTAL \$ 1,100.00

169 BEDS LEFT

LAKEVIEW 3 BEDS

x 55

TOTAL \$ 165.00

297 BEDS LEFT

VANCE 6 BEDS

x 55

TOTAL \$ 330.00

6 Beds LEFT



PO Box 270685
Flower Mound, TX 75027
214-288-9378

TO Chief Gerald Burton
Northport Police Department
3721 26th Ave
Northport, AL 35476
205-339-6600

SUBTOTAL	\$ 2,750.00
SALES TAX	
TOTAL	\$ 2,750.00

Make all checks payable to Departmentware, Inc.
THANK YOU FOR YOUR BUSINESS!



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

AGENDA ITEM NO. 10.c.1.

MEETING DATE: December 15, 2025

SUBJECT: Second Reading, Ordinance of annexation of approximately 0.91 acre located north of Union Chapel Road, south of Charlie Shirley Road, and east of 7665 Baptist Campground Road with zoning designation of RS-1 (Residential Single-Family)

Unfinished Business:

Public Hearing: X

New Business:

First Reading:

Consent Agenda:

Second Reading: X

Prepared By: Katelyn Lesley

Approved By: Julie Ramm

Summary:

Carlos Moore requests annexation of approximately 0.91 acre located north of Union Chapel Road, south of Charlie Shirley Road, and east of 7665 Baptist Campground Road. The parcel will be zoned RS-1 (Residential Single-Family). The property does meet annexation requirements and is eligible for annexation into the city limits.

Recommendation:

The Northport Planning and Zoning Commission met in a regular meeting on October 29, 2025. The Commission made a favorable recommendation that the request for annexation be granted.

Funding Source/GL Code:

GL Code No. NA Amount: \$0

Motion for Consideration:

I make a motion to approve the ordinance for annexation of approximately 0.91 acre located north of Union Chapel Road, south of Charlie Shirley Road, and east of 7665 Baptist Campground Road, zoned for RS-1.

ORDINANCE NO:

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

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

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

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

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

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

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

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

That upon the recommendation of the Planning and Zoning Commission of the City of Northport, Alabama, at a public hearing conducted pursuant thereto, the following parcel located north of Union Chapel Road, south of Charlie Shirley Road, and east of 7665 Baptist Campground Road, being more particularly described as attached in Exhibit “A” and the same is hereby annexed into the corporate limits of the City of Northport with an original zoning designation of RS-1 (Single – Family Residential), and said property shall be and hereby is, made a part of the City of Northport, upon the date of advertising this Ordinance.

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

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

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

ORDAINED AND DONE this 15th day of December, 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

BY: _____
Jamie Dykes, Its President

ATTEST:

Tera Tubbs, City Administrator

APPROVED this 15th day of December, 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, City Administrator

1st Reading: December 1, 2025

Motion:

2nd Reading: December 15, 2025

Motion By:

Second By:

Publication: _____, 2025

Exhibit A

To find the point of beginning start at the Northwest Corner of Lot No. 12 of Fosters Acres Subdivision as recorded in Plat Book 5, page 97, in Tuscaloosa County, Alabama; then proceed East along the North Boundary of Lot 11 (Section Line) a distance of 500 feet to the point of beginning of the property herein described: then turn a deflection angle to the right of 71 degrees 10 minutes and proceed Southeast a distance of 175.8 feet to a point which lies in the center of a dirt road; then turn a deflection angle to the left of 71 degrees 10 minutes and proceed East a distance of 248.0 feet to a point; then turn a deflection angle to the left of 98 degrees 50 minutes and proceed Northwest a distance of 175.8 feet to a point on the North Boundary of Fosters Acres Lot No. 11 (Section Line); then turn a deflection angle to the Left of 71 degrees 10 minutes and proceed West along the Section Line a distance of 248.0 feet to the point of beginning – a total of 1.0 acres

Said Parcel containing 0.91 acre, more or less.

Also known as parcel number: 63 20 08 33 2 001 002.000 and 63 20 08 33 2 001 002.001



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

City Administrator • Tera Tubbs

CITY OF NORTHPORT

CERTIFICATION OF RECORD

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

Ordinance Entitled: Ordinance for annexation of approximately 0.91 acre located north of Union Chapel Road, south of Charlie Shirley Road, and east of 7665 Baptist Campground Road with zoning designation of RS-1 (Residential Single-Family).

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

I further certify that the said original was duly adopted by the Northport City Council in public session on [REDACTED] 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, City Administrator

City of Northport
Planning and Zoning Commission – October 29, 2025
Staff Report

Case: ANX-25-6

Applicant: Carlos Moore

Location: East of 7665 Baptist Campground Road

Request: Annexation

Carlos Moore is requesting annexation of approximately 0.91 acres located north of Union Chapel Road, south of Charlie Shirley Road, and east of 7665 Baptist Campground Road. The reason for this request is to obtain city water service, which requires annexation when possible.

This property is currently an unincorporated lot (no zoning) which houses a church. It is surrounded to the west and north by single-family detached residential zoned Residential Single-Family (RS-1); and to the east and south by undeveloped unincorporated land (no zoning).

The applicant is requesting Office-Institutional (O-I) zoning. The allowable uses for this zoning district are included at the end of this report. The proposed use is to continue as a place of worship.

This property lies within the priority growth areas identified in the comprehensive plan. The future land use plan within Northport Compass identifies this property as “Medium Density Residential”. The requested zoning is not supported by the comprehensive plan; however, the zoning is requested to accommodate an existing use. No new construction is proposed at this time.

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

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 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 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 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](#).



9:03am

PETITION FOR ANNEXATION

BY: [Signature]
Submission Deadline: 12 Noon

Hearing Date: _____

CITY OF NORTHPORT PLANNING DEPARTMENT
3500 McFarland Blvd., Northport, AL 35476
(205) 333-3002/FAX (205) 333-3046

PLEASE READ ALL INFORMATION CAREFULLY AND COMPLETE FULLY

--OFFICIAL USE ONLY--	
APPLICANT'S NAME <u>Carlos Moore</u>	CITY ADDRESS ASSIGNMENT
ADDRESS	ORDINANCE #
DAYTIME TELEPHONE	CASE #
FMA#	XREF. CASES:
County Address (if any) of subject property	REQUESTED ZONING (if other than RS-1):

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

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

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

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

- a. Is this property your principal residence? ☐ YES ☒ NO (if "yes," answer part B)
- b. Applicant's Marital Status: ☐ Now Married ☐ Separated ☐ Divorced ☐ Widowed ☐ Never Married
2. a. Total number of buildings on subject property: 1
☐ Number of houses ☐ Number of manufactured homes ☐ Other: church
- b. Number of persons living on subject property: 0
- c. Of all persons residing on the property, how many are of voting age (18 years or older)? ☐ None
- d. Of all persons residing on the property, how many are:
☐ White ☐ Black ☐ Hispanic ☐ Asian or Pacific Islander ☐ American ☐ Other Indian/Eskimo/Aleut
- e. Number of children in household: _____ Ages: _____
- f. Proposed Use of Property (if any): Church

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

7555 Baptist camp ground Rd. North Port, AL.

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

APPLICANT'S SIGNATURE: <u>Carlos Moore</u>	DATE: <u>9-26-25</u>
PRINT NAME: <u>Carlos Moore</u>	

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

Received by: _____ Date: _____

(Received Date is considered official date of submission)

Parcel #

632008332001002.000

632008332001002'00'

Updated 1/10



PETITION FOR ANNEXATION

To The City of Northport, Alabama:

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

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

Initials: Cm _____

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

Initials: Cm _____

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

Initials: Cm _____

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

Initials: Cm _____

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

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

Names and Signatures of
ALL property owners:

Signature: Carlos Moore
Print Name: Carlos Moore

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

Map or Survey Attached? _____

Legal Description Attached? _____

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

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

Updated 1/10

City of Northport Planning Commission

Annexation Request

Zoning

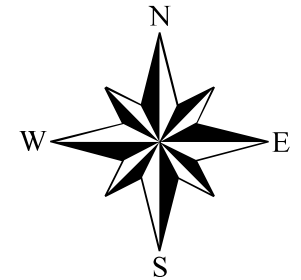
- Agriculture
- General Commercial
- Office and Institutional
- Residential Multi-Family
- Special District
- Residential Single-Family - 1

- Residential Single-Family - 3
- Residential Single-Family - 4
- Subject Property

Parcels

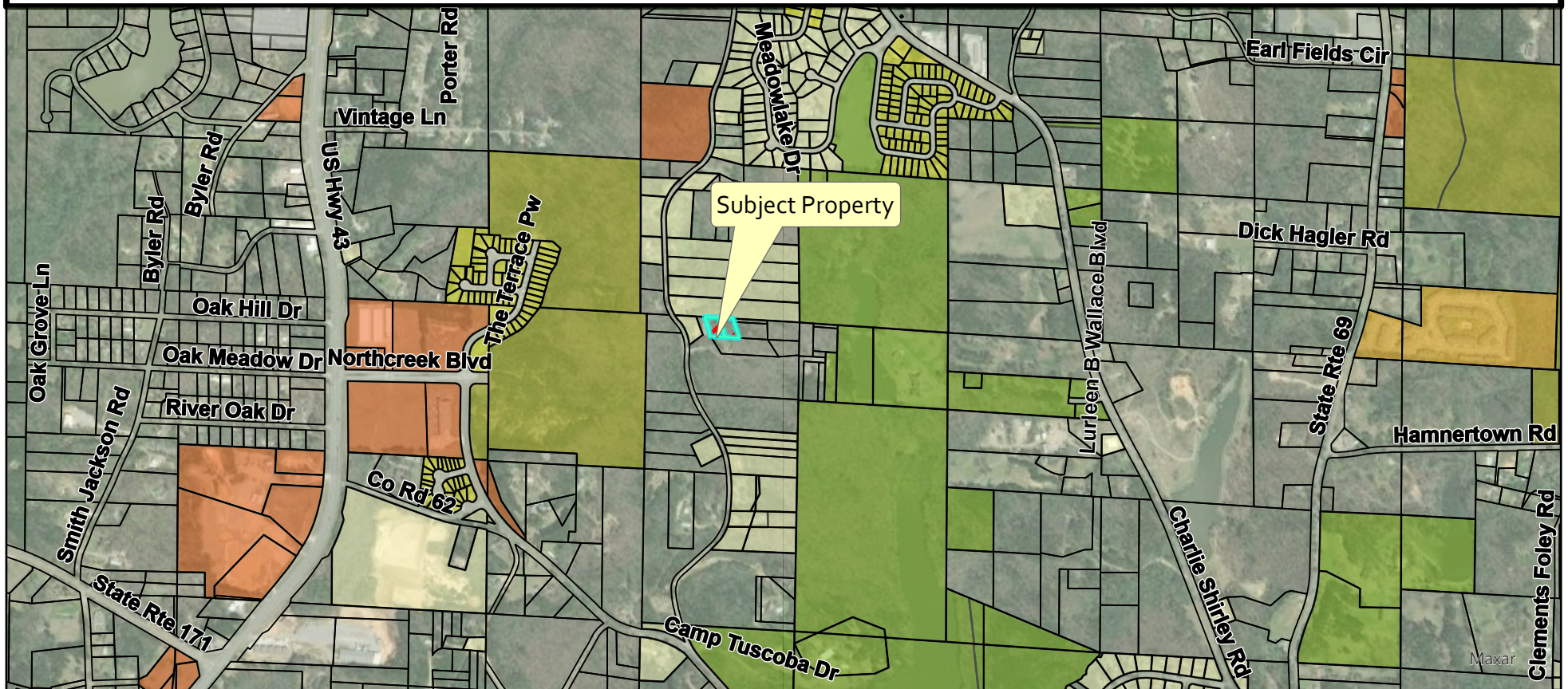


Subject Property



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.

0 1,250 2,500 5,000 Feet



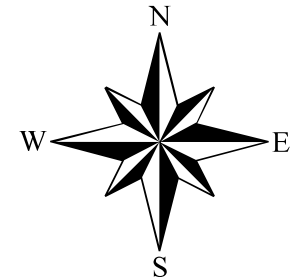
City of Northport Planning Commission

Annexation Request

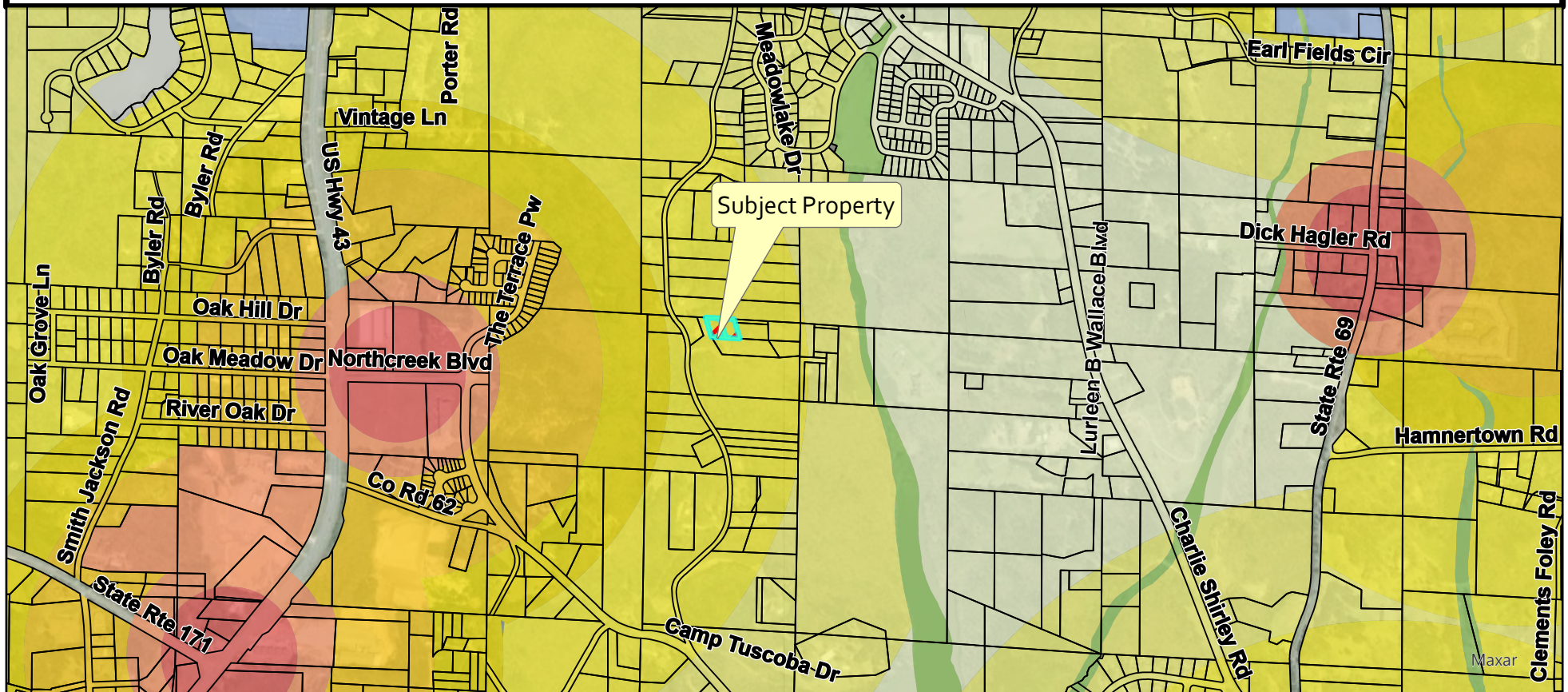
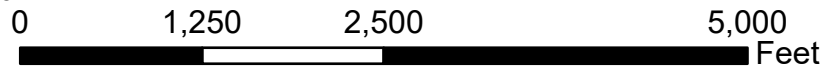
Future Land Use

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

- Low Density Residential
- Institutional
- Utilities
- Null
- Subject Property
- Parcels



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

AGENDA ITEM NO. 10.d.1.

MEETING DATE: December 15, 2025

SUBJECT: Tienda Los Miguelenos LLC - ABC License

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda:

Second Reading:

Prepared By:

Approved By: Gerald Burton

Summary:

An application was made to the City of Northport for an ABC license for **Tienda Los Miguelenos LLC**. Pursuant to the investigation on **Micaela Juan-Pascual** of **Berry, AL**, of:

Tienda Los Miguelenos LLC

1818 Lurleen B Wallace Blvd
Northport, AL 35476

A criminal history investigation was made by this department and no record of the individual was found.

Recommendation:

It is recommended that the council approve this application.

Funding Source/GL Code:

GL Code No. Amount: \$

Motion for Consideration:

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



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

AGENDA ITEM NO. 10.d.2.

MEETING DATE: December 15, 2025

SUBJECT: Crimson Spirits LLC - ABC License

Unfinished Business:

New Business:

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Brooke Payne

Approved By: Gerald Burton

Summary:

An application was made to the City of Northport for an ABC license. Pursuant to the investigation on **Marcus Okeith Jones of Tuscaloosa, AL** of:

Crimson Spirits LLC

2511 Lurleen B Wallace Blvd.

Northport, AL 35476

A criminal history investigation was made by this department and no record of the individual was found.

Recommendation:

It is recommended that the council approve this application.

Funding Source/GL Code:

GL Code No. Amount: \$

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of

\$_____ to _____.