

NORTHPORT CITY COUNCIL MEETING
MONDAY, JANUARY 5, 2026
5:30 PM

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. PRESENTATIONS

- a. Rebuild Alabama Gas Tax Fiscal Year 2025 Report

6. APPROVAL OF THE AGENDA

7. VISITORS TO ADDRESS THE COUNCIL

8. UNFINISHED BUSINESS

a. Ordinances and Resolutions of a Permanent Nature

9. NEW BUSINESS

a. Ordinances and Resolutions of a Permanent Nature

- 1. First Reading, Ordinance Rezoning of approximately 34.8 acres located at the end of Windword Point Drive from Special District (RS-SD) to Residential Single Family (RS-2). - Julie Ramm
- 2. First Reading, Ordinance of Conditional Use approval for a business office in a Light Industrial (M-1) zone for the property located at 1101 30th Avenue. - Julie Ramm

b. Resolutions of a Temporary Nature

- 1. Resolution Authorizing the City Administrator to Enter into an Agreement with Alabama Fiber Network - Scott Murphy
- 2. Resolution Authorizing the City Administrator to execute a Public Works Contract with CXT, Inc. for Tiger Park Bathrooms - Brad Matthews
- 3. Resolution Authorizing the City Administrator to Execute Amendment No. 1 with John B. Galloway for the FY26 Bridge Inspection Services - Brad Matthews
- 4. Resolution Authorizing Water Service Outside the City Limits for Property Located at 15275 Preacher Lee Road - Ron Davis
- 5. Resolution reappointing Jamie Dykes to the Animal Shelter Advisory Committee - Tera Tubbs
- 6. Resolution appointing a member to the Tuscaloosa County Park and Recreation Authority Board - Tera Tubbs
- 7. Resolution appointing Phillip Bush to the Tuscaloosa County Economic Development Authority - Tera Tubbs
- 8. Resolution reappointing Glenn Crow to the Tuscaloosa County Economic Development Authority. - Tera Tubbs
- 9. Resolution reappointing Jheovanny Gomez to the Tuscaloosa County Economic Development Authority - Tera Tubbs
- 10. Resolution reappointing John Garner to the Northport Civil Service Board - Tera Tubbs
- 11. Resolution reappointing Cheryl Rolf to the Northport Historic Preservation Commission - Tera Tubbs
- 12. Resolution reappointing Trudi Anders to the Northport Historic Preservation Commission - Tera Tubbs
- 13. Resolution reappointing Randy Fondren to the Tuscaloosa Public Library Board - Tera Tubbs
- 14. Resolution reappointing Terrance Anderson to the Ability Alliance of West Alabama Board - Tera Tubbs

15. Resolution appointing Jaime Conger to the Tuscaloosa Tourism and Sports Commission - Tera Tubbs

c. Consent Agenda

1. Minutes, December 15, 2025 - Tera Tubbs
2. Bill Listing - Tera Tubbs
3. Purchase Requisition, ERP Pro ExecuTime Module, Tyler Technologies, \$16,263.48 - Darren McGee

10. PUBLIC HEARINGS

a. Engineering

b. Legal Department

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

c. Planning Inspections Department

1. Second Reading, Ordinance Ordering Demolition of an Unsafe Structure located at 3905 Hunter Creek Road - Julie Ramm

d. Police Department

1. Aldi Inc (Alabama) - ABC License - Gerald Burton

11. CITY ADMINISTRATOR'S BUSINESS

12. MAYOR & COUNCIL MEMBER'S BUSINESS

13. ADJOURNMENT



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

Rebuild Alabama Transportation Plan Update Fiscal Year 2025 Reporting

Each year, the City of Northport receives Rebuild Alabama gas tax funds. In 2025, Rebuild Alabama gas tax funds in the collective amount of \$677,737.74 were spent on the following project with the respective amounts.

2024/2025 City-wide Resurfacing		
<u>Service</u>	<u>Vendor</u>	<u>Amount</u>
Construction	Central Alabama Asphalt	\$ 677,737.74
Total		\$ 677,737.74
Project Status as of 09.30.2025. Project is in the close-out phase. A complete list of streets being resurfaced as part of this project can be found in the attachment.		
GRAND TOTAL		\$ 677,737.74

Attachment A

2024/2025 City-wide Resurfacing		
<u>Street Name</u>	<u>Beginning</u>	<u>End</u>
District 1		
Royal Oak Circle	Harper Circle	Eleanor Street
Royal Oak Circle	Harper Circle	Dead End
Eleanor Street	US-43	Dead End
Oak Way	Dead End	Dead End
26th Avenue	23rd Street	28th Street
District 2		
30th Avenue	10th Street	5th Street
36th Street	26th Avenue	Dead End
34th Avenue	24th Street	28th Street
34th Avenue	17th Street	24th Street
24th Street	Main Avenue	34th Avenue
26th Avenue	McFarland Boulevard	Public Safety Building Entrance
44th Avenue	McFarland Boulevard	Harper Creek Entrance
37th Avenue	28th Street	38th Avenue Way
Airport Road	US 82	Northport City Limits
District 3		
Norfolk Court	Northwood Lake Drive West	Dead End
Sable Lane	Hunter Creek Road	Ridgemont Avenue
44th Street East	4th Avenue East	Dead End
Northcliff Drive	Union Chapel Road	Gate
Joshua Drive	Union Chapel Road	James River Drive
Fall Creek Place	Dove Creek Avenue	Union Chapel Road
Resource Lane	AL 69	Northport ROW Limits
District 4		
Deer Lake Court	Dove Creek Avenue	Dead End
Belle Meade Way	Belle Meade Boulevard	Belle Meade Avenue
Belle Meade Avenue	Belle Meade Boulevard	Belle Meade Way
Ashley Avenue	Huntington Street	Meadow Street
Huntington Place	Mitt Lary Road	Cypress Street
Ensley Avenue	Huntington Street	Dead End
Palmetto Street	Evergreen Avenue	Dead End
Mayfield Street	Peachtree Drive	Dead End
Huntington Street	Entrance	Entrance



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

District 5		
Leatha Circle	Providence Place	Dead End
Revere Way	Clear Creek Parkway	Dead End
Saint James Court	Clear Creek Parkway	Revere Way
Daisy Lane	Rose Boulevard	Flatwoods Road
Creekview Trace	Clearbrook Drive	Dead End



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

AGENDA ITEM NO. 9.a.1.

MEETING DATE: January 5, 2026

SUBJECT: First Reading, Ordinance Rezoning of approximately 34.8 acres located at the end of Windword Point Drive from Special District (RS-SD) to Residential Single Family (RS-2).

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading: X

Second Reading:

Prepared By: Katelyn Lesley

Approved By: Julie Ramm

Summary:

Herndon, Hicks and Associates is requesting rezoning of approximately 34.8 acres located in Grand Pointe neighborhood at the end of Windword Point Drive from Special District (RS-SD) to Residential Single Family (RS-2). The rezoning request comes with a positive recommendation from the Planning Commission. In a separate but related matter, the Planning Commission also voted to amend the master plan for Grand Pointe to accommodate the rezoning request.

Recommendation:

The Northport Planning and Zoning Commission met on December 9, 2025 and made a favorable recommendation that the request for rezoning be granted.

Funding Source/GL Code:

GL Code No. NA Amount: \$

Motion for Consideration:

None are needed for first reading.



Mayor • Dale Phillips

Council Members

District 1 • Turnley Smith

District 2 • Woodrow Washington, III

District 3 • Jamie Conger

District 4 • Jamie Dykes

District 5 • Danny Higdon

Interim City Administrator • Tera Tubbs

CITY OF NORTHPORT

CERTIFICATION OF RECORD

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

Ordinance ---- Entitled: Ordinance for Rezoning of approximately 34.8 acres located at the end of Windword Pointe Drive from Special District (SD) to Residential Single-Family (RS-2)

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

I further certify that the said original was duly adopted by the Northport City Council in public session on January 20, 2026, a quorum being present, as recorded in the official minutes of the City Council.

Certified this **20th** day of **January, 2026**.

S E A L

Tera Tubbs
City Administrator

ORDINANCE NO. _____

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

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

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

1. That upon the recommendation of the Planning and Zoning Commission of the City of Northport, Alabama, at a public hearing conducted pursuant thereto, the following parcels being more particularly described as attached in Exhibit "A" in Tuscaloosa County, Alabama to rezone approximately 34.8 acres located at the end of Windword Pointe Drive from SD (Special District) to RS-2 (Residential Single-Family).

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

ADOPTED this the _____ day of _____, 2026.

CITY COUNCIL OF THE
CITY OF NORTHPORT

BY: _____

Jamie Dykes, Its President

ATTEST:

Tera Tubbs,
Interim City Administrator

APPROVED this the _____ day of _____, 2026.

Dale Phillips, Mayor

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

Tera Tubbs, City Administrator

1st Reading: January 5, 2026

Motion:

2nd Reading: January 20, 2026

Motion By:

Second By:

Publication:

Exhibit A

Part of the Northwest Quarter of the Northwest Quarter and part of the Southwest Quarter of the Northwest Quarter of Section 17, Township 20 South, Range 10 West Tuscaloosa County, Alabama being more particularly described as follows: start at the Northeast Corner of the Northwest Quarter of the Northwest Quarter of said Section 17, thence run in a Southerly direction along the East Boundary of said Northwest Quarter of the Northwest Quarter for a distance of 623.69 feet to the Point-of-Beginning; thence with an interior angle left of 179 degrees 58 minutes 35 seconds, continue in a Southerly direction along said East Boundary of the Northwest Quarter of the Northwest Quarter and the East Boundary of said Southwest Quarter of the Northwest Quarter for a distance of 2056.00 feet to the Southeast Corner of the Southwest Quarter of the Northwest Quarter of said Section 17; thence with an interior angle left of 85 degrees 41 minutes 10 seconds, run in a Westerly direction along the South Boundary of said Southwest Quarter of the Northwest Quarter for a distance of 863.55 feet to the Southeast corner of Lot 536 Grand Pointe Phase III Sector One as recorded in the Tuscaloosa County, Alabama Probate Office in Platbook 2008 at Page 146; thence with an interior angle left of 89 degrees 22 minutes 22 seconds, run in a Northerly direction along the East Boundary of said Lot 536 for a distance of 156.15 feet to the Northeast corner of said Lot 536; said point located on the South Right-of-Way margin of Windword Pointe Drive, a 60 foot Right-of-Way thence with an interior angle left of 126 degrees 16 minutes 27 seconds, run in a Northeasterly direction for a distance of 99.99 feet to the Southeast corner of Lot 458 of said Grand Pointe Phase III Sector One, thence with an interior angle left of 240 degrees 17 minutes 12 seconds, run in a Northerly direction along the East Boundary of said Grand Pointe Phase III Sector One and the East Boundary of Grand Pointe Phase II as recorded in the Tuscaloosa County, Alabama Probate Office in Platbook 2006 at Page 36 and the East Boundary of Grand Pointe Phase I as recorded in the Tuscaloosa County, Alabama Probate Office in Platbook 2004 at Page 206 for a distance of 1379.04 feet to the Northeast corner of Lot 471 of said Grand Pointe Phase I, said point located on the South Right-of-Way margin of Rock Pointe Way, a 60 foot Right-of-Way; thence with an interior angle left of 194 degrees 04 minutes 51 seconds, run in a Northwesterly direction for a distance of 59.92 feet to a point on the curving North Right-of-Way of said Rock Pointe Way, said curve being concave to the South having a Delta of 2 degrees 35 minutes 42 seconds and a Radius of 398.00 feet; thence with an interior angle left of 271 degrees 09 minutes 53 seconds, run in a Westerly direction along said curving North Right-of-Way for a chord distance of 18.03 feet to the Point-of-Tangency; thence leaving said curve continue in a Westerly direction along the North Boundary of said Rock Pointe Way for a distance of 42.95 feet to a curving Right-of-Way transition, said curve being concave to the Northeast having a Delta of 87 degrees 32 minutes and a radius of 15.00 feet; thence with an interior angle left of 136 degrees 14 minutes 00 seconds, run in a Northwesterly direction along said curve for a chord distance of 20.75 feet to the East Right-of-Way margin of a 25 foot alley; thence with an interior angle left of 136 degrees 14 minutes 00 seconds, run in a Northwesterly direction along the East Right-of-Way margin of said alley for a distance of 194.71 feet to a point; thence with an interior angle left of 67 degrees 39 minutes 00 seconds, run in an Easterly direction for a distance of 973.94 feet to the Point-of-Beginning, forming an interior closure angle left 90 degrees 58 minutes 35 seconds, said parcel containing 37.57 acres.

Said parcel of land contains 34.8 acres

Also known as Parcel ID number 63 20 04 17 0 002 005.001

City of Northport
Planning and Zoning Commission – December 9, 2025
Staff Report

Case: S-25-23 & R-25-11 Grand Pointe

Applicant: McGuire and Associates

Location: Grand Pointe Subdivision south of Home Place Road

Request: Master Plan Revision & Rezoning

McGuire and Associates is requesting rezoning and master plan revision for the Grand Pointe Subdivision located south of Home Place Road. The neighborhood encompasses approximately 286 acres, while the proposed changes are contained within phase 9, which is approximately 34.8 acres.

The property is currently zoned Special District (SD). The applicant is requesting to rezone to Residential Single-Family 2 (RS-2), which has the following lot standards:

Table 4-2 Area and Dimensional Requirements Residential Districts

Zone	Minimum Lot Area	Minimum Lot Width	Minimum Yard Setback				Maximum ISR	Maximum Building Height
			Front or Primary Front ¹	Secondary Front ¹	Rear	Side		
RS-1	15,000 sf	95 ft	40 ft	25 ft	50 ft	14 ft	0.40	35 ft
RS-2	12,000 sf	85 ft	35 ft	25 ft	35 ft	12 ft	0.40	35 ft
RS-3	9,000 sf	75 ft	30 ft	20 ft	35 ft	10 ft	0.45	35 ft
RM ^{2,3}	6,000 sf	60 ft	20 ft	15 ft	20 ft	7 ft	0.50	35 ft

Note 4 of the proposed master plan states that the side setbacks for phase 9 would be 10', however, if rezoned to RS-2 then all setbacks would be as shown in table 4-2 above. Otherwise, the proposed lots meet the dimensional standards for the requested zoning district.

The currently approved master plan contains 58 residential lots and 2 open space lots for the detention pond and sanitary sewer infrastructure. The proposed revision contains 58 residential lots and 4 open space lots for detention ponds and sanitary sewer infrastructure. A side-by-side comparison of the two plans is included in your packet.

The proposed master plan includes the following waiver requests:

- **Planting Strip** - The planting strip between the curb and sidewalk is proposed to be 2'. It should be 6' as shown in Table 6-1. A waiver would be needed to allow the 2' planting strip, but no waiver has been requested.

- **Stub Streets** - A waiver has been requested for an additional stub street to the east of phase 9. The eastern property line would need a 2nd stub street to meet the 1200' maximum spacing. Per the petitioner, the topography is not conducive to a 2nd stub street location. The unserved parcel to the east has access to Hwy. 43.
- **Maximum Block Length** - A waiver has been requested for block length, which exceeds the maximum 1200' length in phase 9. Each parcel is accessible via multiple routes, and traffic calming measures have been proposed to mitigate higher speeds on the longer uninterrupted sections.
- **Sidewalk Widths** - A waiver has been requested for sidewalk width. Four-foot sidewalks are proposed to match the existing sidewalks in Grand Pointe in lieu of the six-foot sidewalks required by Table 6-1 of the current regulations.

The future land use plan contained within Northport Compass depicts this property as Medium Density Residential, which is described as 3-3.5 dwelling units per acre. The portion of the master plan requesting amendment and rezoning would contain 1.67 dwelling units per acre. The proposed development and requested zoning do not conflict with the comprehensive plan.

Any action on the rezoning will be a recommendation to City Council. Any action on the master plan revision will require 6 affirmative votes. Should this agenda item fail, the reasons for any non-affirmative votes must be stated on the record.

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 PERMIT PROJECT
FILE #: 25-002019
WINDWORD POINTE DRIVE NORTHPORT AL 35475
REZONING 58 LOTS GRAND POINTE



PERMIT #: R25-000009

Permit Type
Rezoning

Subtype

Rezoning



Work Description:

Rezoning 58 Lots Grand Pointe



Applicant

McGuire Assoc. Division of GSA - Michael McGuire



Status

Under Review



Valuation

0.00



FEES & PAYMENTS

Plan Check Fees

0.00

Permit Fees

349.47

Total Amount

349.47

Amount Paid

349.47

Balance Due

0.00



Non-Billable



PERMIT DATES

Application Date

09/16/2025

Approval Date

Issue Date:

Expiration Date:

Close Date

Last Inspection

Zoning Information

Are you the owner of this property?

No



Current Zoning District

RS-SD



Requested Zoning District

RS-2



i Acreage

34.8

Number of Adjoining Properties

23

Additional Parcel #s

63 20 04 17 0 002 005.002

Submittal Documents

Deed to the Subject Property



Signed statement allowing you to act as an authorized agent for the property owner



Plat or certified survey of the subject property



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

Upload Document



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

Upload Document



Note

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

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

Use Information

Current Owner



General Location or Address of Subject Property

Current Use

Prior Action(s) on Subject Property

Describe briefly the proposed use and character of any proposed development

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

☐

Subdivision

☐

Site Plan

☐

Conditional Use

☐

Variance

Other

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

Signature

Sign Here

OFFICIAL USE ONLY

Date of Planning Commission Meeting

11/11/2025

FEES					
FEE	▼	DESC ▼	QUANTITY	AMOUNT	TOTAL
Rezoning Fee					100.00
Adjoining Properties Fee					240.12
Convenience Fee			1.0	9.3500	9.35
Plan Check Fees					0.00
Permit Fees					349.47
Total Fees					349.47

 PAYMENTS



DATE	TYPE	REFERENCE	NOTE	RECEIPT #	RECEIVED FROM	AMOUNT	
09/24/2025	Credi	AC0A6A158	R25-C	22755	McGuire /	349.47	
Amount Paid						349.47	
Balance Due						0.00	

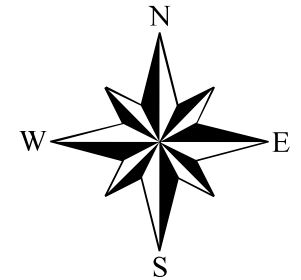
City of Northport Planning Commission

Rezoning Request

Zoning

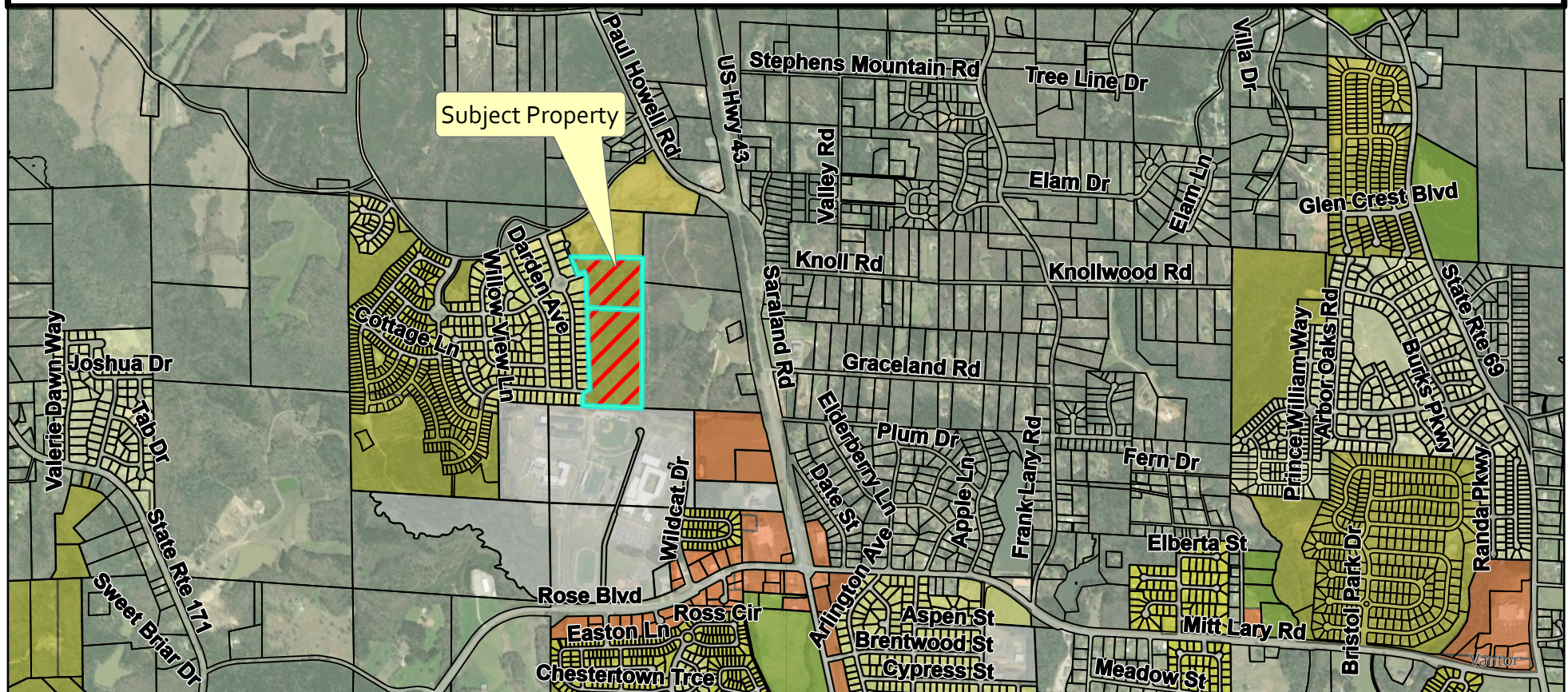
-  Agriculture
-  Neighborhood Commercial
-  General Commercial
-  Office and Institutional
-  Special District
-  Residential Single-Family - 1

-  Residential Single-Family - 2
-  Residential Single-Family - 3
-  Residential Single-Family - 4
-  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 1,500 3,000 6,000
Feet



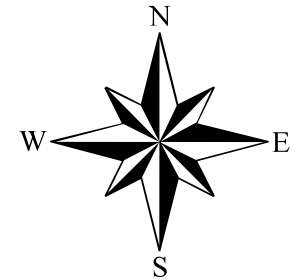
City of Northport Planning Commission

Rezoning Request

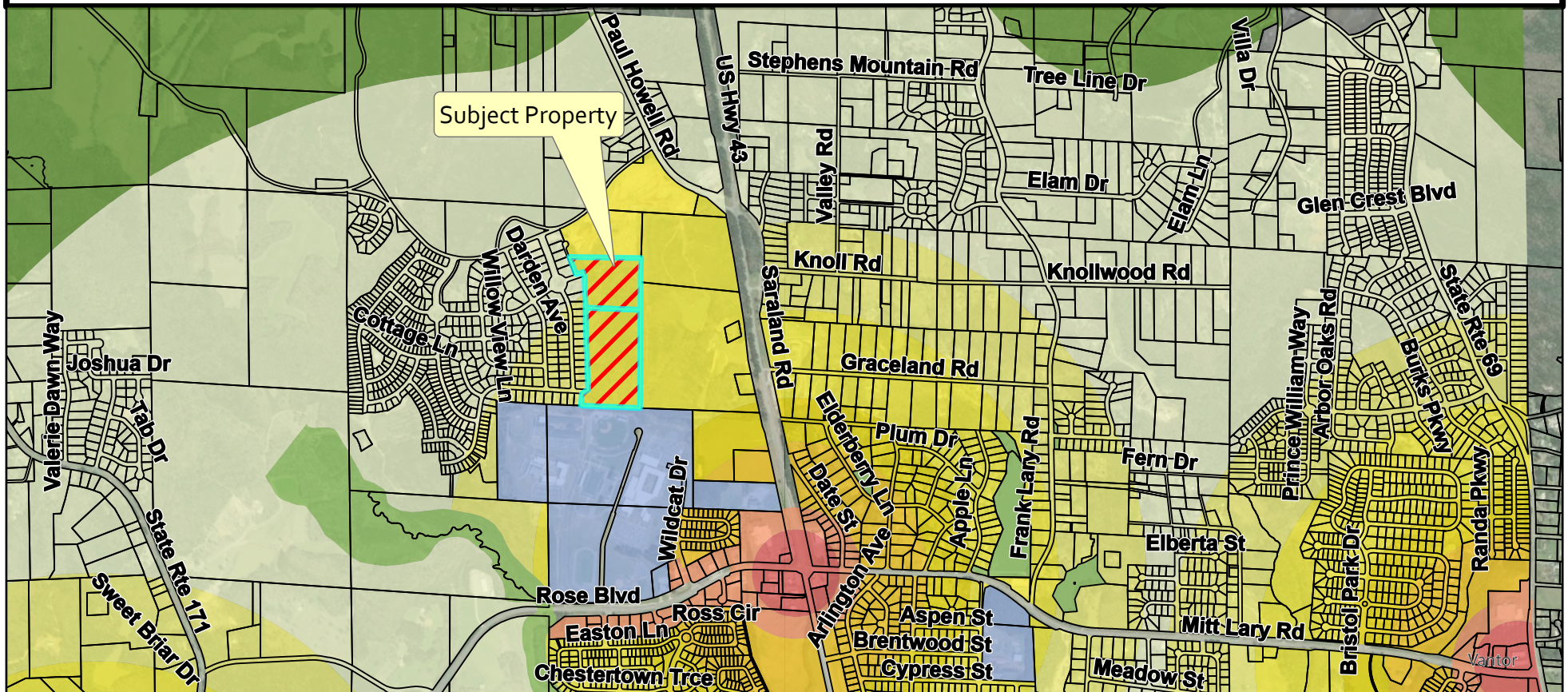
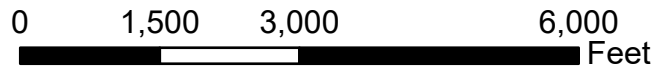
Future Land Use

- Agriculture Rural Residential
- 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
- Parcels
- Subject Property



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

AGENDA ITEM NO. 9.a.2.

MEETING DATE: January 5, 2026

SUBJECT: First Reading, Ordinance of Conditional Use approval for a business office in a Light Industrial (M-1) zone for the property located at 1101 30th Avenue.

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading: X

Second Reading:

Prepared By: Katelyn Lesley

Approved By: Julie Ramm

Summary:

SMAP Agency is requesting to operate a business office in an M-1 (Limited Manufacturing) zoning district. The request was considered by the Planning Commission on December 9, 2025. The business office is proposing to locate in an existing building. No new construction is proposed. Therefore, the Commission did not recommend any conditions associated with the proposed use.

Recommendation:

That the conditional use request for a business office in an M-1 zoning district for a business located at 1101 30th Avenue is hereby approved subject to all requirements of the Northport Zoning Ordinance.

Funding Source/GL Code:

GL Code No. NA Amount: \$

Motion for Consideration:

No motion needed for this hearing.



Mayor • Dale Phillips

Council Members

District 1 • Turnley Smith

District 2 • Woodrow Washington, III

District 3 • Jaime Conger

District 4 • Jamie Dykes

District 5 • Danny Higdon

Interim City Administrator • Tera Tubbs

CITY OF NORTHPORT

CERTIFICATION OF RECORD

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

Ordinance _____ Entitled: Ordinance of Conditional Use approval for a business office in a Light Industrial (M-1) zone for the property located at 1101 30th Avenue.

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

I further certify that the said original was duly adopted by the Northport City Council in public session on _____ 2026, a quorum being present, as recorded in the official minutes of the City Council.

Certified this _____ day of _____, 2026.

S E A L

Tera Tubbs
City Administrator

ORDINANCE NO. _____

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

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

WHEREAS, the request was considered by the Planning Commission on December 9, 2025, and a recommendation for approval was made to the City Council. In addition to meeting the standards of the Zoning Ordinance, the following conditions for a favorable recommendation were added to allow a business office in a Light Industrial (M-1) zoning district located at 1101 30th Avenue.

WHEREAS, the City Council of the City of Northport has also held a public hearing and found that the request is consistent with the standards set forth for conditional uses as set out in Article IV and Article V of the Zoning Ordinance and that the request to locate a business office in a M-1 zoning district located at 1101 30th Avenue will not have an adverse impact on the general health, safety, and welfare of the community.

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Northport, that the conditional use request for a laundromat in a M-1 zoning district for a business located at 1101 30th Avenue is hereby approved subject to all requirements of the Northport Zoning Ordinance being met and maintained.

ADOPTED this the ____ day of _____, 2026.

CITY COUNCIL OF THE
CITY OF NORTHPORT

BY: _____
Jamie Dykes, Council President

ATTEST:

Tera Tubbs, City Administrator

APPROVED this the _____ day of _____, 2026.

Dale Phillips, Mayor

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

Tera Tubbs, City Administrator

1st Reading: January 5, 2026
Motion:
2nd Reading: January 20, 2026
Motion By:
Second By:
Publication:

City of Northport
Planning and Zoning Commission – December 9, 2025
Staff Report

Case: SP-25-6 SMAP Agency

Applicant: SMAP Agency

Location: 1101 30th Avenue

Request: Conditional Use

SMAP Agency is requesting conditional use approval for a business office in a Limited Manufacturing (M-1) zone for the property located at 1101 30th Avenue. There is no new construction proposed with this request.

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

The Planning Commission may attach to any recommendation for conditional use approval additional criteria dealing with bufferyards, parking, lighting, building materials, or any other aspect of site plan approval they deem necessary to mitigate the impact of the proposed conditional use on the surrounding property. Staff has no recommended conditions for this request.

The future land use plan contained within Northport Compass depicts this property as Office-Trades Mix, which is described as follows: “This category includes professional and business offices, and business services. Automotive repair, building trades (plumbing, electrical, etc.), and similar uses are also appropriate. These areas are located to manage development around existing industrial uses to ensure an appropriate transition between them and neighboring business and residential areas. Commercial uses should be limited to those carried on primarily within buildings. Outdoor storage, work yards, and loading/unloading areas should be located toward the interior of sites, away from street views and any adjoining residential areas. Such site elements should be screened alongside and rear property lines when adjoining dissimilar uses.” This request is not in conflict with the comprehensive plan.

The site currently consists of an office-warehouse building on a single lot vacant lot zoned Limited Manufacturing (M-1). It is surrounded to the north by a machine shop zoned Limited Manufacturing (M-1); to the east by an office-warehouse zoned Limited Manufacturing (M-1); to

the south across 11th Street by a contractor's office zoned Limited Manufacturing (M-1); and to the west across 30th Avenue by multifamily residential zoned Residential Multifamily (RM).

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

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WP25-000007
SMAR Agency

Parcel # 03 31 05 10 1025 001 001

Page 1 of 1

City of Northport

Conditional Use Permit Application

Date of Plng Comm Mtg: ___/___/___

Deadline: ___/___/___

Application Submitted: ___/___/___

Location of Property: 1101 30th ave

Name of Applicant: Thomas Michael McDaniel

Phone: [REDACTED]

Address: [REDACTED]

Email: [REDACTED]

Name of Owner: Thomas Michael McDaniel

Phone: 1

Address: 1

Email: 1

Describe the Proposed Use:

insurance agency

Current Zoning: M-1 Total Acreage: 0.50 Current Use of Property: _____

Review the Northport Zoning Ordinance, specifically Section 1003 (found at www.cityofnorthport.org).

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

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

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

Check the following:

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

_____ Designation of Agent form (if applicable)

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

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

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

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

Applicant Signature: [Signature]

Date: 11 / 10 / 25

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



City of Northport Designation of Agent Form

All applications, plans, and supporting documents may be submitted by email to
planning@cityofnorthport.org.

I, Billy Booth, being owner of the property which is the subject of this application
hereby authorize _____, to act as my representative with the City of Northport's
(Board of Zoning, and/or Planning Commission, and/or City Council), as required by the type of request listed
on the attached application form.

Property Owner Signature: Billy Booth

Date: 11/10/25

Property Owner Mailing Address:



Phone Number:

Authorized Agent Mailing Address:

Phone Number:

STATE OF ALABAMA

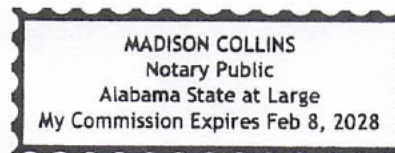
COUNTY OF TUSCALOOSA

I, Madison Collins, a Notary Public in and for said County and State, hereby certify
that Billy Booth, whose name is signed to the foregoing document, and who is known to
me or acknowledged before me on this day, that being informed of the contents of said document, did
execute the same voluntarily on the day that bears the same date.

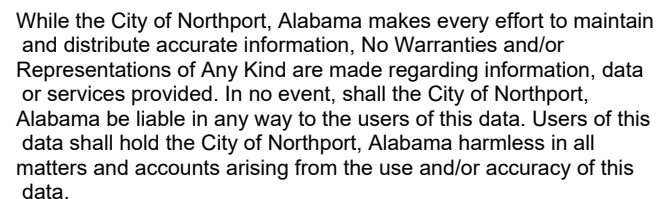
Given my hand and seal of office this 10 day of November, 2025

Mad Collins
Notary Public

My Commission Expires: 02-08-2028



Conditional Use



 Residential/Commercial/Institutional
  Parcels

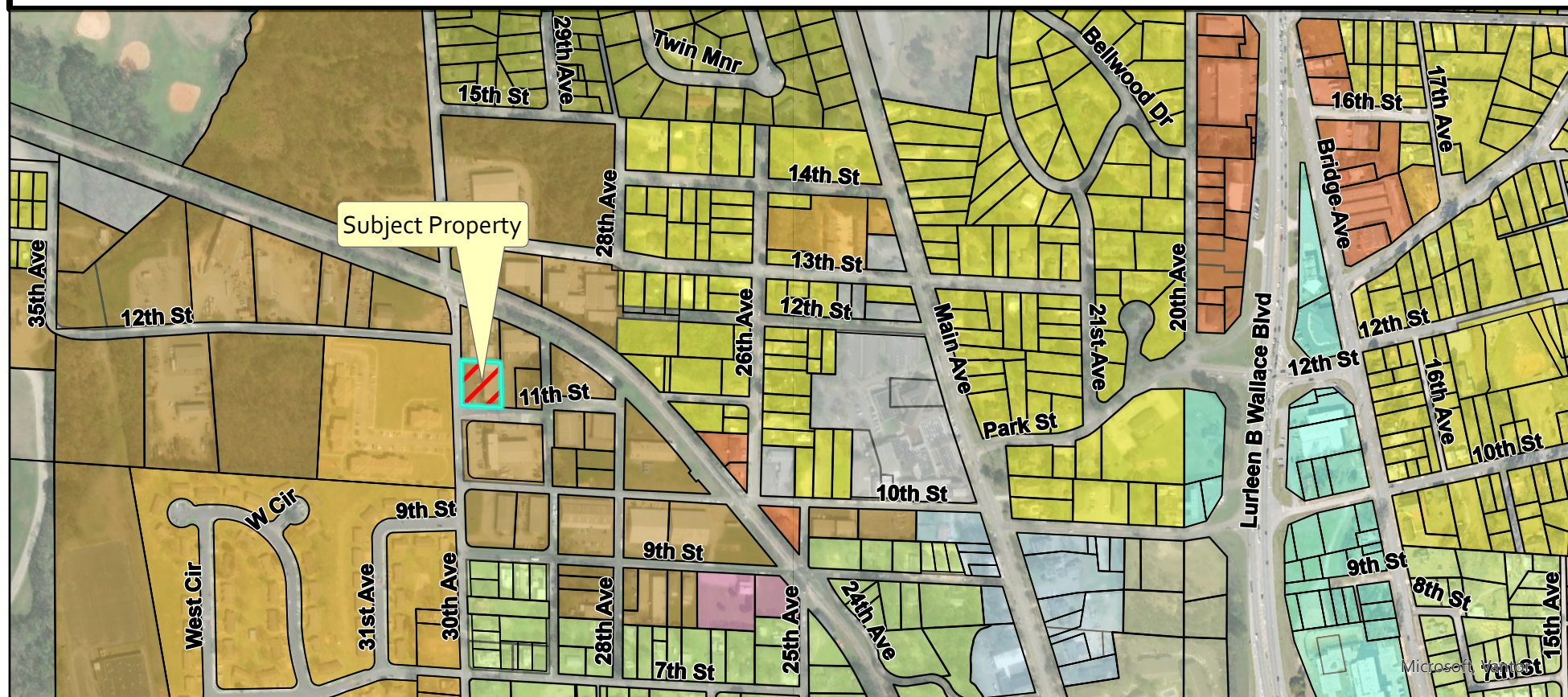
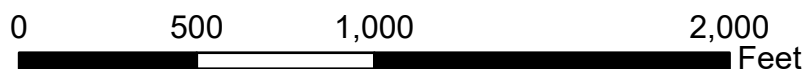
 Residential Multi-Family
  Subject Property

 Special District

 Residential Single-Family - 3

 Residential Single-Family - 4

 Suburban Mixed-Use



City of Northport Planning Commission

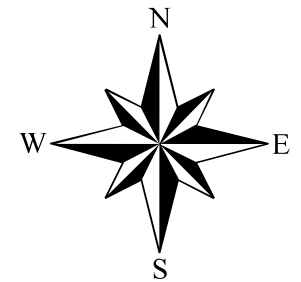
Conditional Use

Future Land Use

- Conservation
- Conservation Floodway
- Conservation Development
- Commercial Mix
- General Mixed-Use
- Limited Mixed-Use

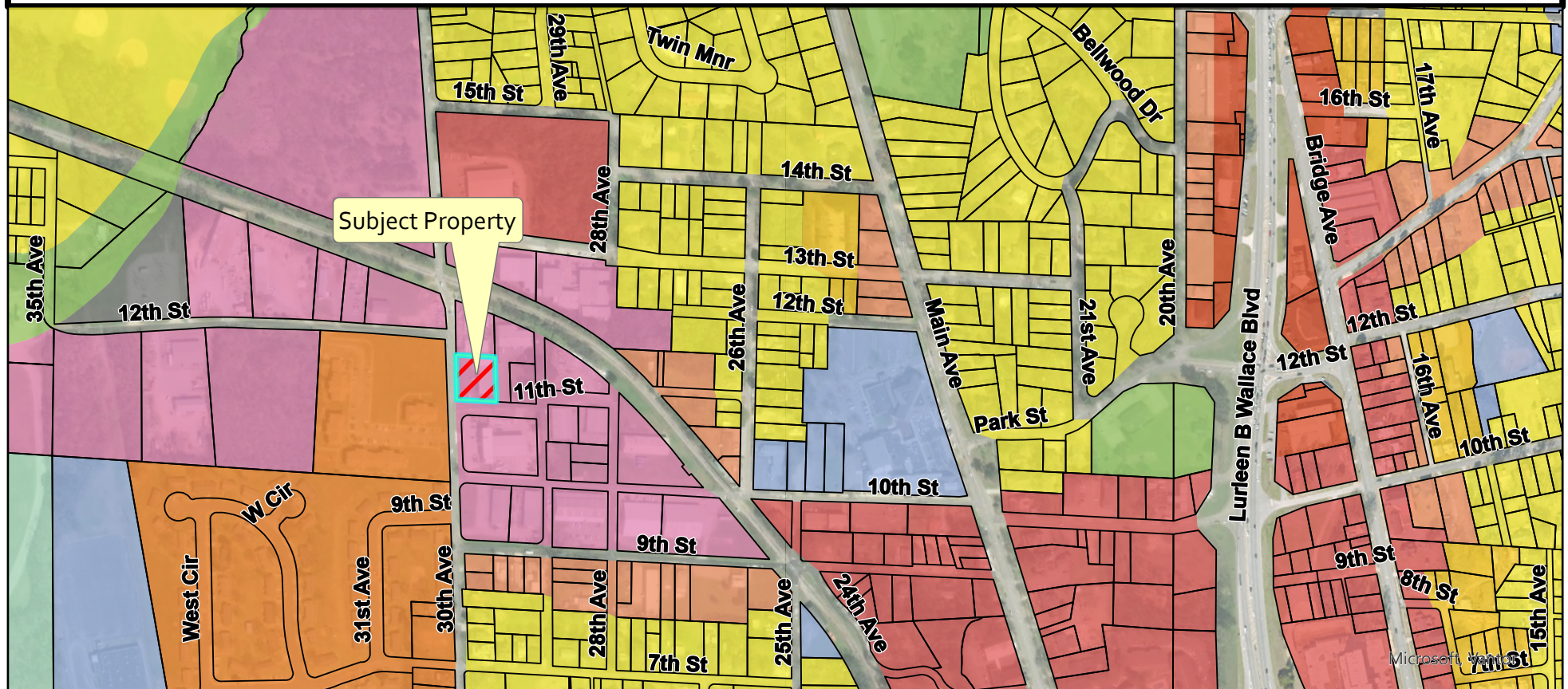
- Multifamily Residential
- High Density Residential
- Medium Density Residential
- Office-Trades Mix
- Institutional
- Utilities

- 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.

0 500 1,000 2,000 Feet





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

AGENDA ITEM NO. 9.b.1.

MEETING DATE: January 5, 2026

SUBJECT: Resolution Authorizing the City Administrator to Enter into an Agreement with Alabama Fiber Network

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Brandi Hambright

Approved By: Scott Murphy

Summary:

The IT Department requests approval of a resolution authorizing the City Administrator to enter into an agreement with Alabama Fiber Network to provide fiber internet service for all City of Northport municipal buildings.

Recommendation:

Approve the attached resolution.

Funding Source/GL Code:

GL Code No. 01-22-000-50348 Amount: \$4,052.16 per month

Motion for Consideration:

I move to adopt the resolution authorizing the City Administrator to enter into an agreement with Alabama Fire Network to provide fiber internet service for all City of Northport municipal buildings, and to approve any requisitions of said agreement.

RESOLUTION NO. 26-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN
AGREEMENT WITH ALABAMA FIBER NETWORK**

WHEREAS, the city currently uses Comcast fiber connectivity for internet services;

WHEREAS, Alabama Fiber Network will provide high-speed fiber internet to all city buildings;

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 enter into a month-to-month agreement with Alabama Fiber Network as described in the attached agreement.
2. The City Administrator is authorized to approve any requisitions related to this agreement.

RESOLVED AND DONE this 5th day of January 2025.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Jamie Dykes, Its President

ATTEST:

Tera Tubbs
City Administrator

Reading: January 5, 2025
Motion:
Second:



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

AGENDA ITEM NO. 9.b.2.

MEETING DATE: January 5, 2026

SUBJECT: Resolution Authorizing the City Administrator to execute a Public Works Contract with CXT, Inc. for Tiger Park Bathrooms

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Morgan Stuart

Approved By: Brad Matthews

Summary:

The Engineering Department has requested the City Council authorize the City Administrator to execute a Public Work contract with CXT, Inc for the precasted restrooms for Tiger Park. The scope of the work will include the delivery and installation of a 10'6" x 12" Ozark I precast single-user restroom that is ADA compliant on a prepared pad with stubs for utilities made. The pre-cast restroom will include all fixtures for this facility, in the amount of \$79,599.15.

Recommendation:

That the requested resolution be approved.

Funding Source/GL Code:

GL Code No. 01-15-600-80008 Amount: \$79,599.15

Motion for Consideration:

I move that the City Council approve the City Administrator to execute a Public Works contract with CXT, Inc. for the Tiger park Restrooms.

RESOLUTION NO. 25-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A
PUBLIC WORKS CONTRACT WITH CXT, INC. AN L.B. FOSTER COMPANY FOR
THE TIGER PARK RESTROOMS**

WHEREAS, the Engineering Department has requested the City Council authorize the City Administrator to execute a Public Work contract with CXT, Inc and L.B. Foster Company for the precast restrooms for Tiger Park; and,

WHEREAS, the scope of the work will include the delivery and installation of a 10'6" x 12" Ozark I precast restroom for one single-user restroom that is ADA compliant on a prepared pad with stubs for utilities made; and,

WHEREAS, the pre-cast restrooms will include all fixtures for this facility, in the amount of \$79,599.15.

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 Public Work contract with CXT, Inc an L.B. Foster Company for Tiger Park Restrooms, in the amount of \$79,599.15; 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 Tiger Park Restrooms.
- 4.

RESOLVED AND DONE THIS 5th DAY OF JANUARY 2026.

CITY COUNCIL OF THE CITY OF NORTHPORT

Jamie Dykes, Its President

ATTEST:

Tera Tubbs, City Administrator

Reading: January 5, 2026

Motion: _____

Second: _____

Quote #: **JCHA1036XF-1**

, Inc. an L.B. Foster Company

Mailing Address:

CXT Incorporated, an LBFoster Co.
606 N. Pines Road, Suite 202
Spokane Valley, WA 99206

To: City of Northport

3500 McFarland Blvd
PO Box 569
Northport, AL 35476

Attention: Tera Tubbs**Phone:** (205) 339-7000**Phone:** (800) 696-5766**Fax:** (509) 928-8220**Date:** 12/17/2025

Re: Price based off Sourcwell Contract
052725-CXT

Our quotation for the Ozark I Flush Building building is as follows:

Per Building

Ozark I single flush toilet building with standard simulated cedar shake roof and barnwood wall texture, two 16-guage galvanized steel doors and frames, vitreous china plumbing fixtures (1-lavatory, 1-urinal, 1-water closet), Emax hot water heater, soap dispenser, Saniflow hand dryer, one 3-roll toilet paper holder, one exhaust fan, two GFI outlets, two floor drains, one s/s mirror, ADA grab bars, ADA signs, one hose bib in chase area, unisex sign, J-box and conduit in room and chase, motion controlled interior lights and photo cell controlled exterior lights. PE Stamped drawings and State Approvals included.

\$79,599.15

 \$79,599.15

FOB: Freight FOB: Destination. Price includes delivery, off-loading and setting the building on a customer prepared pad and utility stub in the Northport, AL area. Final connection of utilities included.

Terms: CIA prior to shipping or Net 30 days subject to corporate credit approval.

Shipment: Within 90 days ARO after receipt of an approved MI (Manufacturing Insurrections) and State approvals.
[The entire sales cycle from PO to delivery is within 180 days.](#)

Notes: Sales tax not included Number of Units: ____

Important: Tractor trailer and crane must have access to site and literally set up next to the utility pad for off- loading of the building. If drop deck trailer cannot gain access to the site then additional site access requirement fees will be incurred. Road must allow standard 120' truck and trailer clear passage to site. It is the customer's responsibility to address any encumbrances to site access.

This quotation is subject to the conditions on the attached sheet and the terms hereof shall constitute the exclusive agreement of the parties and all conflicting or additional terms in Buyer's purchase order or any other such documents of Buyer shall have no force or effect.

CXT, Incorporated

By _____

Jeff Chambers
JChambers@lbfoster.com

Accepted this _____ day of _____ 20____

By: _____ (Customer Name)

(Signed)

CONDITIONS OF SALE

1. Taxes: Prices exclude all Federal/State/Local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.

2. Payment Terms

All orders are cash in advance. At CXT's discretion, credit may be given after approval of credit application. Payment to CXT by the purchaser of any approved credit amount is net 30 days after submission of invoice to purchaser. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning the 35th day (includes 5 day grace period) from the date of the invoice. Under no circumstances can a retention be taken and purchaser shall pay the full invoiced amount without offset or reduction. These terms are available upon approval of credit. If CXT initiates legal proceeding to collect any unpaid amount or other dispute arising out of or relating to this Quote, purchaser shall be liable for all of CXT's costs, expenses and attorneys fees associated with such litigation, including the fees and costs of any appeal.

3. Quotation Term: This offer is subject to acceptance within 60 days from the date of this quotation. After that time, prices are subject to change without notice.

4. Drawings

Prices do not include any documentation other than standard drawings, packing lists, and invoices, unless otherwise stated in quote. Special documentation, reports, or submittals can be supplied at an additional cost. If additional engineering, engineering seals, state approvals, drawings, or insignias are required additional charges may incur.

5. Delivery

Delivery will be scheduled immediately upon receipt of written customer approval of all building submittals, building worksheet(s) and signed contract/purchase order. In the event delivery of the buildings ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment, the terms of which will be as per item 2 in our quotation. Delivery and installation charges will be invoiced at the time of delivery and installation. Should the delivery and installation costs increase due to changes in the delivery period, this increase in cost will be added to the price originally quoted, and will be subject to the contract payment terms. In the event that the delivery is delayed more than 90 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of 1 1/2% of contract price per month or part of any month will be charged.

6. Fuel Costs

Fuel costs for crane and freight have been quoted at fuel prices furnished at the time of quotation. If at the time of delivery and installation these costs have risen, CXT reserves the right to adjust the freight and crane costs to reflect the fuel costs furnished at the time of delivery.

7. Responsibilities of the Customer

- A. Stake exact location building is to be set, including orientation.
- B. Provide clear and level site, free of overhead and/or underground obstructions.
- C. Provide site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements.
- D. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles from State highway and/or main county road to site. CXT reserves the right to charge the customer for additional costs incurred for special equipment required to perform delivery and installation.
- E. Customer is responsible for all permits required.
- F. Completing and complying with Pre-Order Information Worksheet that is incorporated herein by this reference.

8. Access to Site

For Installation methods described below in paragraph 9 A & B, delivery will be made in normal highway trucks and trailers. If at the time of delivery conditions of access are hazardous or unsuitable for truck equipment for any reason, CXT shall be entitled to payment for extra costs to ensure a safe and quality installation to the chosen site or will agree to an alternative site with better access.

To safely offload the facility referred to within this quotation, CXT must have clear and unobstructed access next to the gravel pad or hole where the facility will be placed. CXT is not responsible for cracked or damaged roads, driveways, sidewalks or aprons that are in the path of the delivery trucks or cranes at the final offloading site. Should CXT be required to obtain a larger crane than quoted due to site amenities or hardscapes, CXT will charge the customer the difference between the crane originally quoted, and the one that was hired to successfully offload the facility safely and efficiently.

9. Installation

- A. **Full Install.** If the customer opts to have full installation of their new building, CXT will provide a backhoe trailered into the site, and prepare the customer site at the marked hole/pad area. The crane will arrive and set up next to the hole/pad. Any requirements to lift the building over obstacles or not having the ability of the crane to be right next to the hole could incur additional charges. The size of the crane varies however most cranes require an area of 18'x18' for their outriggers. Truck(s) carrying the vaults and the building systematically pull up right next to the crane and are offloaded onto the site. Any requirements to lift the building over obstacles or not having the ability of the truck to be right next to the crane could incur additional charges. Installation crew then performs all necessary excavation, backfill, compaction, site grading, and connection of utilities (if applicable). Please note: additional time and any special equipment needed by the installation crew for unscheduled site work will be billed to the customer.
- B. **Set-Only Install.** If the customer opts to prepare the hole, and do earthwork preparation for the site, the customer will move all excess dirt to allow access by the crane and semi-truck. The crane will arrive and set up next to the hole/pad. Any requirements to lift the building over obstacles or not having the ability of the crane to be right next to the hole could incur additional charges. The size of the crane varies however most cranes require an area of 18'x18' for their outriggers. Truck(s) carrying the vaults and the building systematically pull up right next to the crane and are offloaded onto the site. Any requirements to lift the building over obstacles or not having the ability of the truck to be right next to the crane could incur additional charges. Customer performs all necessary excavation, backfill, compaction, site grading, connection of utilities (if applicable). If the pad for a flush building, or a customer prepared excavation/hole prep is not to CXT specifications, and results in extra costs the customer will be responsible for these extra costs.
- C. **Ship-Only.** If customer opts to self-install their building CXT can provide a drawing of the recommended lifting/rigging arrangement plus the four special lifting plates for the buildings itself with a charge of \$5,000.00 to purchase the lifting plates and hardware to lift the building and vaults. The CXT arrangements will help prevent damage to the building. CXT will not take responsibility for any damage/accidents to the building or workers during the use or non-use of our recommended lifting/rigging arrangements.
- D. CXT shall be entitled to reimbursement from customer for any expenses that are the result of conditions encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated by the customer or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities at the customer's location.
- E. Should customer request additions or changes to the work, CXT shall be entitled to payment for additional or changed work. Any request for additions or changed work shall be in writing executed by Customer Field Representative by signing the additional work required section of the Building Acceptance Form, incorporated herein by this reference.

10. Transportation

Your building(s) will be transported from our plant to your installation site via semi-truck with trailer. The length and clearance vary with the style of trailer used to accommodate your building model(s) and must be taken into consideration when determining access to site. If you ordered a(n)....

Cascadian/Rocky Mountain - Requires 1 truck: When shipped in 2-pieces (standard) the building with vault is shipped on a flatbed trailer. The length of the tractor-trailer can be up to 75' long. Must have a 14' height clearance to access site.

Gunnison - Requires 1 truck: Shipped with its vault, this building is typically shipped on a step-deck trailer. The length of the tractor-trailer can be up to 75' long.

Must have 14' height clearance to access site.

Tioga Special • Requires 2 trucks: 1 to transport the building and 1 to transport vaults. The building is typically shipped on a step-deck trailer and 2 vaults are typically transported on a flatbed trailer. The length of the tractor-trailer can be up to 75' long. Must have 14' height and 14' width clearance to access site.

Dbl Cascadian/Dbl Rocky Mountain • Requires 2 trucks: 1 to transport the building and 1 to transport the vaults. The building is typically shipped on a dbl-drop or low boy trailer (approximate ground clearance of 4 to 6") and the 2 vaults are typically transported on a flatbed trailer. The length of the tractor-trailer can range from 75' to 80'. Must have 14' height and 14' width clearance to access site.

Cortez/Ozark I/Teton/Pioneer - Requires 1 truck: Generally shipped on a step-deck trailer. The length of the tractor-trailer can be up to 75' long. Must have a 14' height and 14' width clearance to access site.

Large Flush, Sectional, or Custom Bldgs -

(Arapahoe/Ozark II/Cheyenne/Montrose/Taos/Rainier/PomonayNavajo/Malibu/Kodiak/FontanayDiablo/Denali)

Requires 2-4 trucks, depending on size of building. Each section will be shipped on an RGN trailer (approximate ground clearance of 4 to 6"). The length of the tractor-trailer can range from 80' to 115'. Must have 14' height and 14' width clearance to access site. The Denali model could ship on either an RGN trailer or a dbl-drop.

Schweltzer/Mendocino - Requires 1-2 trucks, depending on size of building. Generally shipped on a step-deck trailer. The length of the tractor-trailer can be up to 75' long. Must have 14' height and 14' width clearance to access site.

11. CXT Warranty

CXT warrants that all structures sold pursuant hereto will, when delivered, conform to specifications of the building listed on the quote. Structures shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within one (1) year of delivery. It is specifically understood that CXT's obligation hereunder is for credit or repair only. CXT will repair structural defects against materials and workmanship for one (1) year from date of delivery provided CXT is first given the opportunity to inspect said structure. CXT warranties all components sold within all structures pursuant here to when delivered within structures. Components deemed accepted and meeting specifications shall be warranted for a period of one (1) year against defects in the materials and/or workmanship from said date of delivery. CXT is not responsible for components that are damaged due to misuse, acts of violence, negligence, acts of God, or accidents. Shipping, handling, installation or other incidental or consequential costs, unless otherwise agreed to in writing by CXT, are not included.

This warranty shall not apply to:

Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely effect the stability or reliability thereof;

To any goods which have been subject to misuse, negligence, acts of God, or accidents;

To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

12. Disclaimer of Other Warranties

THE WARRANTY SET FORTH ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED. CXT MAKES NO OTHER WARRANTY EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

13. Limitation of Remedies

In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods herein offered.

14. Acceptance

The foregoing terms will be deemed accepted in full by signature and return of one copy to CXT, subject to customer credit approval. A copy of any applicable form of payment security device (i.e. payment bonds) available to CXT shall be included with the signed copy of this agreement.

15. Timing of Billing to Buyer

Seller will invoice Buyer upon shipment from its supplier or facility, unless otherwise indicated on the face of this document.

16. Storage of Material For Buyer

If, at Buyer's request, goods covered by this document are held at Seller's facility or service provider for more than 21 days after they are available for shipment, Buyer shall accept Seller's invoice and pay said invoice based on payment terms set forth herein.

17. Material Reservation

Seller will only reserve material for 30 days with receipt of an executed purchase order, quote or order acknowledgement acceptable to Seller. After that time, material availability, price and shipment date may be adjusted, at Seller's option.



SPECIFICATIONS

OZARK I BUILDING STYLE

1.0 SCOPE

This specification covers the construction and placing of the Ozark I flush precast concrete toilet building as produced by CXT® Incorporated.

2.0 SPECIFICATIONS

ASTM C33	Concrete Aggregates
ASTM C39	Method of Test for Compressive Strength of Cylindrical Concrete Specimens
ASTM C94	Standard Specification for Ready-Mixed Concrete
ASTM C143	Method of Test for Slump of Concrete
ASTM C150	Standard Specification for Portland Cement
ASTM C172	Standard Practice for Sampling Freshly Mixed Concrete
ASTM A185	Standard Specification for Steel Welded Wire Reinforcement, Plain, or Concrete
ASTM C192	Method of Making and Curing Test Specimens in the Laboratory
ASTM C231	Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C309	Standard Specifications for Liquid Membrane-Forming Compounds for Curing Concrete
ASTM C494	Standard Specification for Chemical Admixtures for Concrete
ASTM A615	Standard Specification for Deformed and Plain Carbon-Steel Bar for Concrete Reinforcement
ASTM C618	Standard Specification for Coal Fly Ash and Raw or Calcine Natural Pozzolan for Use in Concrete
ASTM D1557	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort
ACI 211.1	Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete
ACI 306	Cold Weather Concreting
ACI 318	Building Code Requirements Structural Concrete and Commentary (includes Errata)
PCI MNL 116	Quality Control for Plants and Production of Precast Prestressed Concrete Products

3.0 MANUFACTURER CRITERIA

The manufacturer supplying the requested precast concrete flush facility must meet the following:

- A. Manufacturer must be ISO 9001 certified at the time of bid.
- B. Manufacturing plant must be PCI certified at the time of bid.
- C. Manufacturer must not have defaulted on any contract within the last five (5) years.
- D. Manufacturer must provide stamped, engineered drawings prior to acceptance.
- E. Manufacturer must be pre-approved prior to bidding.

- F. Manufacturer must show four (4) examples of precast concrete flush facilities produced, installed and in use as an example of their ability to perform this contract.
- G. Manufacturer (CXT) shall provide a one (1) year warranty on all concrete components. The warranty is valid only when concrete is used within the specified loadings. Furthermore, said warranty includes only the related material necessary for the construction and fabrication of said concrete components.
- H. UL 752 Bullet Resistance on 4" thick concrete samples.

Manufacturer meeting these criteria is:

CXT Incorporated
6701 E. Flamingo Avenue, Building 300
Nampa, ID 83687
Phone 800-696-5766

4.0 DESIGN CRITERIA

The flush building has been designed to individually meet the following criteria. Calculations and engineer's stamped drawings are available, for standard buildings, upon request by the customer and are for their sole and specific use only. The design criteria are to ensure that the flush building not only will withstand the forces of nature listed below, but to provide protection from vandalism and other unforeseen hazards. Building's structural and foundation design will be relevant to the region and properties associated with its final placement. Design will also meet all applicable accessibility and building code requirements. Buildings will also meet various structural loads such as below, but not limited to/or restricted by them.

- A. Roof Snow Load
 - 1. The flush building is designed to withstand a 250 PSF snow load.
- B. Floor Load
 - 1. The flush building is designed to withstand 400 PSF floor load.
- C. Wind Load
 - 1. The flush building will withstand the effects of 150 miles per hour (3-second gust) wind exposure C.
- D. Earthquake
 - 1. The flush building will withstand the effects of a seismic group 1 design category E earthquake.
- E. Additional Design Standards
 - 1. The flush building is designed to meet the accessibility requirements put forth by federal, state, and local statutes.
 - 2. The flush building is an all concrete design with a minimum 3/12 roof pitch. The flush building shall have a minimum 4" wall, 4½" roof, and 5" floor thickness.
 - 3. All wall to floor interior surface seams shall have a minimum 1" radius coving made of high strength grout.
 - + Recycled Material
 - + LED Lighting

5.0 MATERIALS

A. Concrete – General

1. The concrete mix design is designed to ACI 211.1 to produce concrete of good workability.
2. Concrete will contain a minimum of 675 pounds of cementitious material per yard. Cement is a low alkali type I/II or III conforming to ASTM C-150.
3. Coarse aggregates used in the concrete mix design will conform to ASTM C33 with the designated size of coarse aggregate #67.
4. Maximum water/cement ratio will not exceed .45.
5. Air-entraining admixtures will conform to ASTM C260. Water reducing admixtures will conform to ASTM C494, Type A.
6. If Self Compacting Concrete (SCC) is used, it must conform to ASTM C1611.

B. Concrete Reinforcement

1. All reinforcing steel will conform to ASTM A615. All welded wire fabric will conform to ASTM A185.
2. All reinforcement is new, free of dirt, oil, paint, grease, loose mill scale and loose or thick rust when placed.
3. Details not shown on drawings or specified are to ACI318.
4. Steel reinforcement is centered in the cross-sectional area of the walls and will have at least 1¼" of cover on the under surface of the floor.
5. The maximum allowable variation for center-center spacing of reinforcing steel is ½".
6. Full lengths of reinforcing steel are used when possible. When splices are necessary on long runs, splices are alternated from opposite sides of the components for adjacent steel bars.
 - a. Lap bars under #4 a minimum of 12" bar diameters.
 - b. Lap bars larger than #4 a minimum of 24" bar diameters.
7. Reinforcing bars are bent cold. No bars partially embedded in concrete are field bent unless approved by the customer.

C. Caulking, Grout, Adhesive and Sealer

1. Caulking service temperatures from -40°F to +194°F.
2. Interior and exterior joints are caulked with a paintable polyurethane sealant.
3. Grout is a non-shrink type and are painted to match the color of surrounding concrete as nearly as possible.
4. Cement base coating is formulated with a very fine aggregate system and is a built-in bonding agent.

D. Paint

1. All paints and materials will conform to all federal specifications or be similar "top-of-the-line-components."

2. Type of paints for toilets.
 - a. Inside concrete surfaces.
 - i. Interior floors will be a chemical resistant urethane. The color will be gray.
 - ii. Interior walls and ceilings will be a modified acrylic, water repellent penetrating stain. The color will be white followed by a clear acrylic anti-graffiti sealer.
 - b. Metal surfaces both inside and out.
 - i. DTM ALKYD.
 - c. Exterior concrete surfaces.
 - i. Exterior slab will be clear sealer.
 - ii. Exterior walls and roof will be a water repellent penetrating stain in the same color as the walls or roof followed by a clear acrylic anti-graffiti sealer.
- E. Grab Bars
 1. Grab bars will be 18-gauge, type 304 stainless steel with 1½" clearance. Grab bars will each be able to withstand 300-pound top loading.
- F. Toilet Paper Dispenser
 1. Dispenser will be constructed of ¼" thick, type 304 stainless steel. Dispenser will be capable of holding three (3) standard rolls of toilet paper. Toilet paper holder fastening system will be able to withstand 300-pound top loading.
- G. Steel Doors
 1. Doors will be flush panel type 1¾" thick, minimum 16-gauge galvanized steel, top painted with DTM ALKYD.
 2. Door frames will be knockdown or welded type, single rabbet, minimum 16-gauge prime coated steel top painted with DTM ALKYD, width to suit wall thickness. Three (3) rubber door silencers will be provided on latch side of frame.
- H. Door Hinges
 1. Door hinges will be three (3) per door with dull chrome plating 4½" x 4½", adjustable tension, and automatic closing for each door.
- I. Commercial Mortise Lockset
 1. ANSI/BHMA certified Grade 1 mortise lockset for exterior door.
 2. UL & ULC three-hour fire rating.
 3. ANSI A-156 13-2005 certified.
 4. ADA barrier free accessibility.
 5. Deadbolt function included.
 6. Thumb turn privacy function.
- J. Doorstop
 1. Doorstop will be a dome style stop meeting ANSI 156.16.
- K. Double Coat Hook
 1. Coat hook will be 304 stainless steel 16-gauge (1.5mm), formed construction with a satin finish and have ¾" x 7/8" nail in anchor. Upper hook will extend at least 2½" from the wall. Lower hook will extend at least 1¼" from the wall.
- L. Door Sweep
 1. Door sweep will be provided at the bottom of door and will be an adjustable brush type.

M. Wall Vent

1. Wall vent will be crank operated allowing the unit to be opened or closed. Crank will be removable. Vent cover will be 14-gauge 304 stainless steel and anchored into the concrete wall with high strength anti-rust tap con fasteners. Vent to come with insect screen. Cover to be recessed a minimum $\frac{3}{4}$ " on exterior walls with a 45-degree bevel. Interior to be flush mounted. Wall vent will not protrude from the wall.

N. Signs

1. Signs to have raised pictograms, letters, and braille to meet ADA.

O. Windows

1. Window frames will be constructed from steel.
2. Window glazing will be $\frac{3}{16}$ " thick translucent pebble finished mar-resistant Lexan.
3. Windows to have $\frac{3}{4}$ " recess with 45-degree bevel.
4. Window frames to have vandal resistant fasteners.

P. Mirrors

1. Mirror to be 18" x 36" frameless 430 18-gauge stainless steel with #8 bright polish.

Q. Plumbing

1. All fixtures to meet ANSI A112.19.2.
2. Plumbing will be concealed in the service area.
3. *Flush valve* – Concealed closet flush-o-meter constructed of rough brass. Furnish valve with integral vacuum breaker and wall mounted push button. Valve will be of a water saver type. Water closet with a flow of 1.6 gallons per flush. Optional urinal with a flow of .5 gallons per flush.
4. *Hammer arrester* – Installed on water line.
5. *Hose bib* – Available in the chase area.
6. *Lavatory* – Vitreous china with back splashguard, front overflow opening, equipped with brass trap and drainpipe without stopper. Sink will be 20" wide x 18" front to back x $5\frac{3}{4}$ " deep with ADA trap cover. Optional stainless steel fixtures available.
7. Main shut-off valve and drain.
8. *Toilet* – Constructed of vitreous china, wall hung, with siphon jet action. Toilet will have a back spud for a concealed flush valve connection and will be mounted with the top of the seat 18" above the finished floor. Seat will be heavy duty solid plastic with an open front. Optional stainless steel fixtures available.
9. *Optional urinal* – Constructed of vitreous china, wall hung, with siphon jet action. Toilet will have a back spud for a concealed flush valve connection and will be mounted at proper height per code. Optional stainless steel fixtures available.
10. Trap primer distribution unit.
11. *Waste and vent material* – ABS or PVC plastic and will be plumbed to meet Uniform Building Codes.

12. *Water material* – Copper tubing Type L, hard drawn. A gate valve will be provided at the inlet end of the water line. All water lines will be of a size to provide proper flushing action based on a nominal water pressure of 40 psi.
13. *Water valve* – Self-closing water set with indexed push button.
14. *Water heater* – High efficiency commercial grade water heater(s) provided per code.

R. Electrical

1. All components are UL listed.
2. *Breaker panel* – Panel to be sized and mounted to meet electrical code.
3. *Interior lighting* – Vandal resistant fixtures with built-in occupancy sensor, energy efficient LED lights, and lifetime warranty.
4. *Exterior lighting* – Vandal resistant fixtures with built-in photoelectric switch, energy efficient LED lights.
5. *Exhaust fans* – All wet location motion activated with speed control in chase area to control CFM.
6. *Wiring* – Conduit, surface mounted in the service area and concealed in the user compartments. All wire will be copper.
7. Optional warm air, ADA compliant, vandal resistant hand dryers available.

6.0 MANUFACTURE

A. Finishing Concrete

1. All exterior building walls and exterior screen walls will be any one of the available textures.
2. All exterior surfaces of the roof panels will be cast to simulate any one of the available textures. The underside of the overhang will have a smooth finish.

B. Cracks and Patching

1. Cracks in concrete components which are judged to affect the structural integrity of the building will be rejected.
2. Small holes, depressions, and air voids will be patched with a suitable material. The patch will match the finish and texture of the surrounding surface.
3. Patching will not be allowed on defective areas if the structural integrity of the building is affected.

7.0 FINISHING AND FABRICATION

A. Structural Joints

1. Wall components will be joined together with two (2) welded plate pairs at each joint. Each weld plate will be 6" long and located one (1) pair in the top quarter and one (1) pair in the bottom quarter of the seam. Weld plates will be anchored into the concrete panel and welded together with a continuous weld.
2. The inside seams will be a paintable caulk. The outside seams will use a caulk in a coordinating building color or clear.
3. Walls and roof will be joined with weld plates, 3" x 6" at each building corner.

4. The joint between the floor slab and walls will be joined with a grout mixture on the inside, a matching colored caulk on the outside and two (2) weld plates 6" long per wall.
- B. Painting/Staining
 1. An appropriate curing time will be allowed before paint is applied to concrete.
 2. Schedule of finishes.
 - a. Inside concrete surfaces.
 - i. Inside floors will be one (1) coat of 1-part water based chemical resistant urethane.
 - ii. Interior walls and ceilings will be two (2) coats of a modified acrylic, water repellent penetrating stain, followed by one (1) coat of clear sealer.
 - b. Metal surfaces both inside and out.
 - i. Two (2) coats of DTM ALKYD.
 - c. Exterior concrete surfaces.
 - i. Exterior walls will be two (2) coats of water repellent penetrating stain in the same color as the walls or roof followed by one (1) coat of clear acrylic anti-graffiti sealer.

8.0 TESTING

The following tests will be performed on concrete used in the manufacture of toilets. All testing will be performed in the CXT (PCI certified) laboratories. Testing will only be performed by qualified individuals who have been certified ACI Technician Grade 1. Sampling will be in accordance with ASTM C172.

- A. The air content of the concrete will be checked per ASTM C231 on the first batch of concrete. The air content will be in the range of 5.0% +/- 2.0%.
- B. The compressive strength of the cylinders will be tested to ASTM C39. We will make one (1) cylinder for release, one (1) for seven (7) days and one (1) for 28 days. The release must be a minimum strength of 2500 psi, the 7-day must be a minimum of 4500 psi and the 28-day must be a minimum of 5000 psi.
- C. A copy of all test reports will be available to the customer as soon as 28-day test results are available.

9.0 INSTALLATION

- A. Scope of Work
 1. Work specified under this section relates to the placement of the unit by CXT on customer prepared foundations. *See Installation Specifications or by others.*
- B. Location
 1. It is the responsibility of the customer to:
 - a. Provide exact location by stakes or other approved method.
 - b. Provide clear and level site free of overhead and/or underground obstructions. *See Installation Questionnaire for details.*
 - c. Provide access to the site for truck delivery and sufficient area for the crane to install and the equipment to perform the contract requirements. *See Installation Questionnaire for details.*
 - d. Water, electrical, and sewage site connections to be placed per CXT drawings. Must be placed to easily connect to the building. *See Installation Questionnaire for details.*

C. Compacting

1. The bottom of the area must be compacted after it has been dug out. After the base has been placed, it must be compacted as well. The bearing of the soil and base should be a minimum of 1,500 pounds per square foot.

D. Base

1. After compacting the bottom of the area, a minimum of 6" thick and consist of ¾" minus crushed rock (i.e., road base material) compacted to 95% of optimal density in accordance with ASTM D1557. Finished surface of sub-base shall be flat and level, with a maximum deviation of -½", +0" from a true horizontal plane.
2. The base should be placed for support, leveling and drainage purposes and also to limit frost action. The base must be confined so as to prevent washout, erosion, or any other undermining.

E. Access to Site

1. Delivery to site made on normal highway trucks and trailers. If at the time of delivery conditions of access are hazardous or unsuitable for truck and equipment due to weather, physical constraints, roadway width or grade, CXT may require an alternate site with better access provided to ensure a safe and quality installation. In any such case, additional costs for cranes, trucking, etc. will be charged to the account of the customer. *See Installation Questionnaire for details.*

10.0 WARRANTY—PRECAST DIVISION

CXT provides a one (1) year warranty. CXT warrants that all goods sold pursuant hereto will, when delivered, conform to specifications set forth above. Goods shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within the specified warranty. CXT, at its option, will repair or replace the goods or issue credit for the customer provided CXT is first given the opportunity to inspect such goods. It is specifically understood that CXT's obligation hereunder is for credit, repair, or replacement only, F.O.B. CXT's manufacturing plants, and does not include shipping, handling, installation or other incidental or consequential costs unless otherwise agreed to in writing by CXT.

This warranty shall not apply to:

1. Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely affect the stability or reliability thereof;
2. To any goods which have been subject to misuse, negligence, acts of God or accidents; or
3. To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

11.0 DISCLAIMER OF OTHER WARRANTIES

The warranty set forth above is in lieu of all other warranties, express or implied. All other warranties are hereby disclaimed. CXT makes no other warranty, express or implied, including, without limitation, no warranty of merchantability of fitness for a particular purpose or use.

12.0 LIMITATION OF REMEDIES

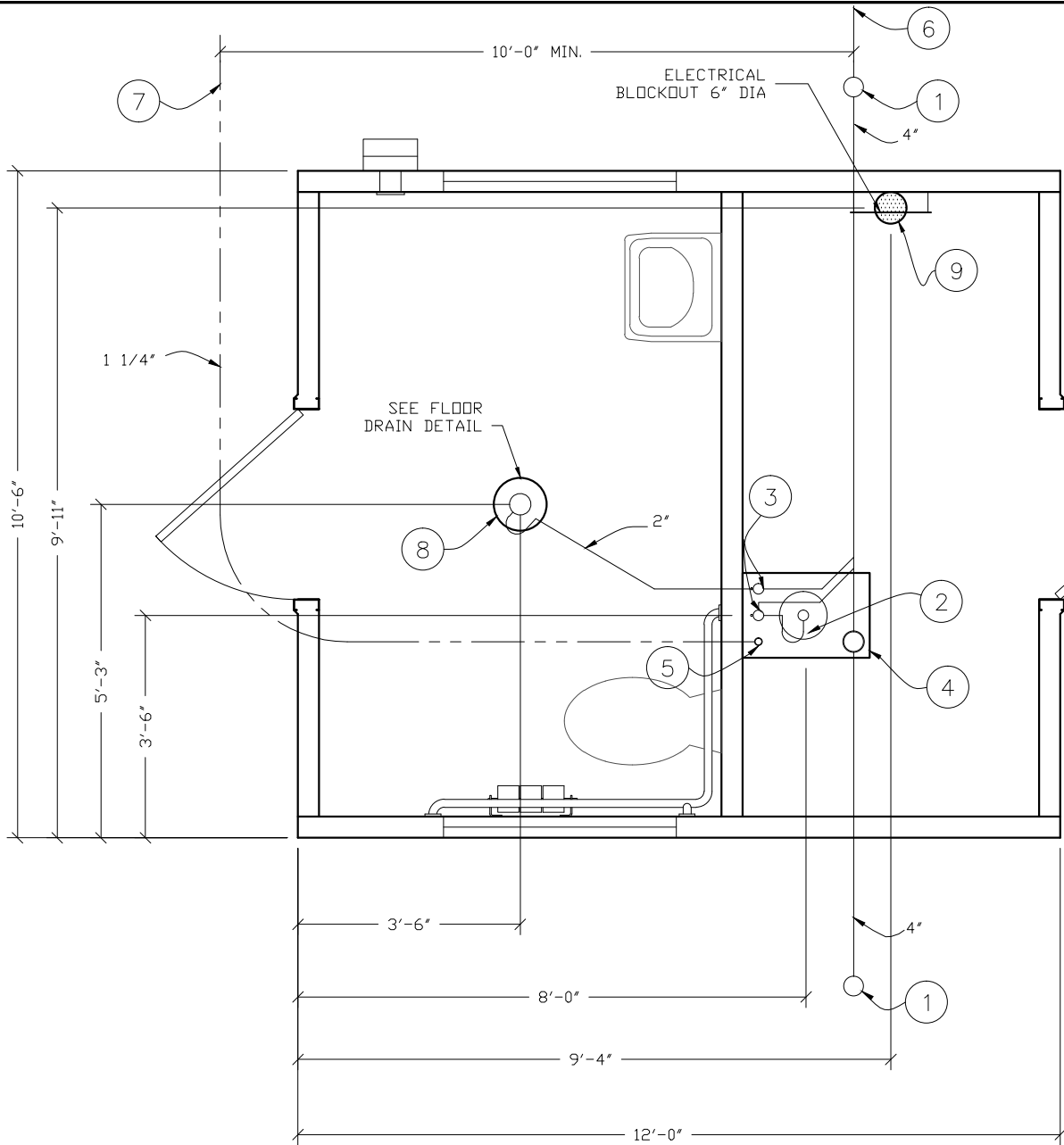
In the event of any breach of any obligation hereunder, breach of any warranty regarding the goods or any negligent act or omission or any party, the parties shall otherwise have all rights and remedies available at law; however, IN NO EVENT SHALL CXT BE SUBJECT TO OR LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.



FOR
REFERENCE
ONLY



DWG NO.	SHEET	REV.
02 1-02		

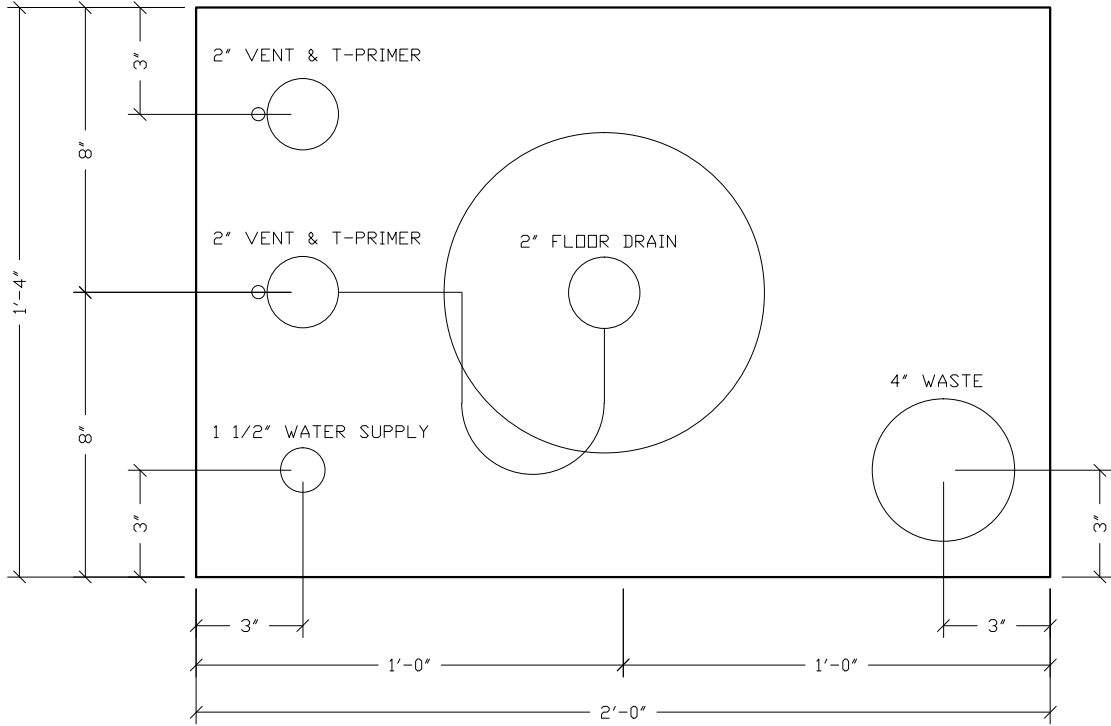


BELOW FLOOR PIPING - KEY NOTES

- 1. 4" CLEAN OUT TO GRADE.
- 2. 2" FLOOR DRAIN. FIELD INSTALLED W/ TRAP PRIMER SYSTEM IF OPTION IS ACCEPTED, INSTALL AS SHOWN W/ VENT & WASTE PIPE. (24"x16" BLOCKOUT)
- 3. 2" VENT EXTENDED 12" ABOVE FINISHED FLOOR LEVEL, (1 FOR EA FLOOR DRAIN IF FLOOR DRAIN OPTION ACCEPTED) PROVIDE TEST PLUG. (24"x16" BLOCKOUT)
- 4. 4" WASTE PIPE EXTENDED 12" ABOVE FINISHED FLOOR LEVEL, PROVIDE TEST PLUG. (24"x16" BLOCKOUT)
- 5. 1 1/2" TYPE K ANNEALED 'SOFT' COPPER WATER SERVICE EXTENDED 12" ABOVE FINISHED FLOOR LEVEL, PROVIDE TEST CAP AT END. (24"x16" BLOCKOUT)
- 6. 30" MIN. BURY, PROVIDE TRACER TAPE.
- 7. MIN. BURY PER LOCAL REQUIREMENTS TO PROTECT AGAINST FREEZING AND DAMAGE.
- 8. 2" FLOOR DRAIN. FIELD INSTALLED W/ TRAP PRIMER SYSTEM IF OPTION IS ACCEPTED, INSTALL AS SHOWN W/ VENT & WASTE PIPE. (10" DIA BLOCKOUT)
- 9. ELECTRICAL STUB UP, (6" DIA BLOCKOUT)

ALL PIPING INDICATED ON THIS SHEET IS NOT BY CXT

FOR
REFERENCE
ONLY



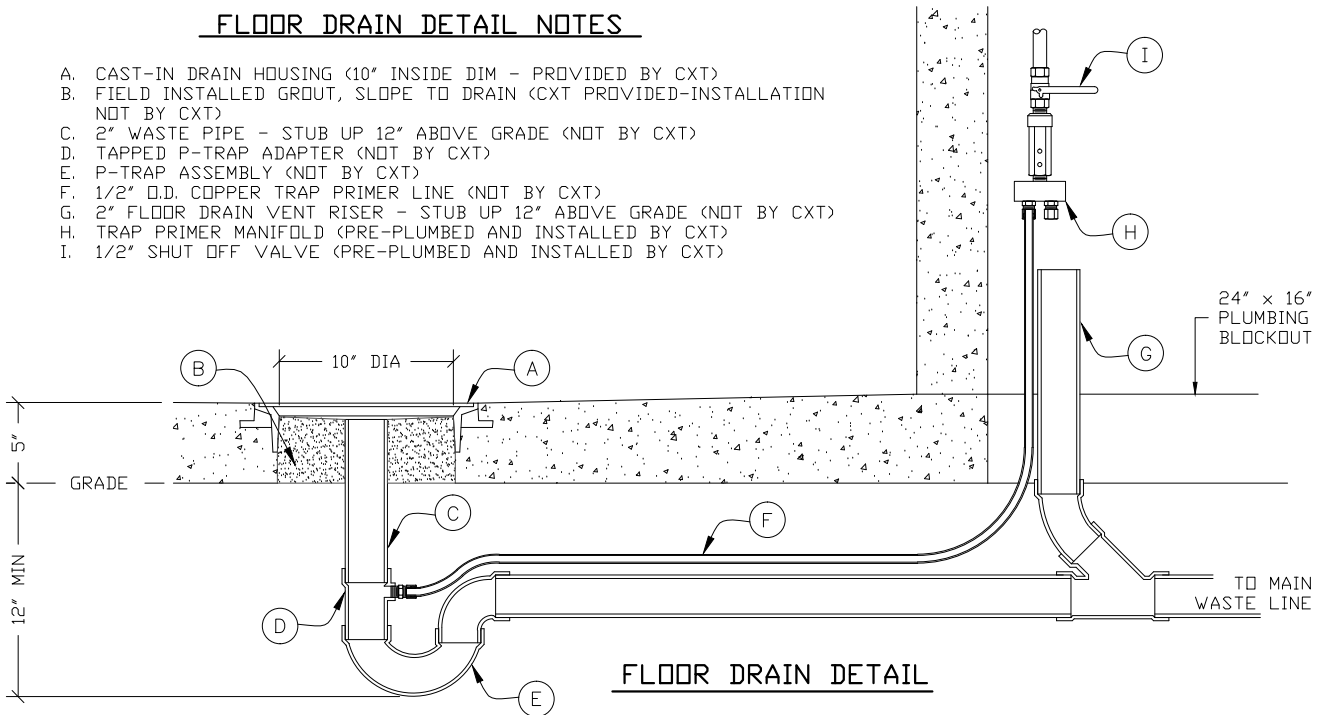
2'-0" x 1'-4" BLOCKOUT DETAIL

PIPING LEGEND

- 1-1/4" TYPE "K" ANNEALED 'SOFT' COPPER WATER SERVICE
- BELOW FLOOR WASTE PIPING SCH 40 ABS TYPE DWV
- BELOW FLOOR VENT PIPING SCH 40 ABS TYPE DWV

FLOOR DRAIN DETAIL NOTES

- A. CAST-IN DRAIN HOUSING (10" INSIDE DIM - PROVIDED BY CXT)
- B. FIELD INSTALLED GROUT, SLOPE TO DRAIN (CXT PROVIDED-INSTALLATION NOT BY CXT)
- C. 2" WASTE PIPE - STUB UP 12" ABOVE GRADE (NOT BY CXT)
- D. TAPPED P-TRAP ADAPTER (NOT BY CXT)
- E. P-TRAP ASSEMBLY (NOT BY CXT)
- F. 1/2" O.D. COPPER TRAP PRIMER LINE (NOT BY CXT)
- G. 2" FLOOR DRAIN VENT RISER - STUB UP 12" ABOVE GRADE (NOT BY CXT)
- H. TRAP PRIMER MANIFOLD (PRE-PLUMBED AND INSTALLED BY CXT)
- I. 1/2" SHUT OFF VALVE (PRE-PLUMBED AND INSTALLED BY CXT)



FLOOR DRAIN DETAIL

THIS DRAWING IS SUPPLIED FOR REFERENCE ONLY. PLEASE CONTACT CXT ENGINEERING DEPARTMENT FOR BUILDING SPECIFIC CONTROLLED DOCUMENTS PRIOR TO ANY FIELD WORK.

3808 N. Sullivan Bldg. #7 Spokane, WA 99216



Precast Products

901 N. Highway 77 Hillsboro, TX 76645

PROJECT TITLE
OZARK 1
CXT STANDARD BUILDING

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CXT Incorporated			
REV.	DESCRIPTION	APPROVAL	DATE
SCALE	3/8"=1'-0"	DATE	04-30-16
DRAWN	FILE NO.	FOR REF	
CHECKED	PLOT	32	

FLOOR DRAIN BOCKOUTS
& BELOW FLOOR PIPING

DWG NO.	SHEET	REV.
OZ 1-18		



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

AGENDA ITEM NO. 9.b.3.

MEETING DATE: January 5, 2026

SUBJECT: Resolution Authorizing the City Administrator to Execute Amendment No. 1 with John B. Galloway for the FY26 Bridge Inspection Services

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Morgan Stuart

Approved By: Brad Matthews

Summary:

On December 15, 2025, City Council approved Resolution 25-230 for the FY26 Bridge Inspection Services with John B. Galloway, in the amount of \$22,750.00. The contract was to include the required yearly inspections by the State for 13 of Northport's bridges. As of November 06, 2025, the 5th Street Bridge (BIN# 002570) over the railroad has been repaired and opened back up to the public. The 5th Street Bridge is due for an inspection this year and the cost of this, in addition to the previous amount, is \$1,750.00. The total contract cost will be \$24,500.00.

Recommendation:

That the requested resolution be approved.

Funding Source/GL Code:

GL Code No. 01-32-000-50219 Amount: \$1,750.00; Contract total \$24,500.00

Motion for Consideration:

I move that the City Council authorize the City Administrator to execute Amendment No. 1 to the FY26 Bridge Inspection Service contract with John B. Galloway for the additional amount of \$1,750.00.

RESOLUTION NO. 25-

**RESOLUTION AUTHORIZE THE CITY ADMINISTRATOR TO EXECUTE
AMENDMENT NO. 1 WITH JOHN B. GALLOWAY FOR THE FY26 BRIDGE
INSPECTION SERVICES**

WHEREAS, On December 15, 2025, City Council approved Resolution 25-230 for the FY26 Bridge Inspection Services with John B. Galloway, in the amount of \$22,750.00, for thirteen (13) of Northport's bridges; and

WHEREAS, As of November 06, 2025, the 5th Street Bridge (BIN# 002570) over the railroad has been repaired and open back up to the public. 5th Street Bridge is due for an inspection this year and the cost of this, in addition to the previous amount, is \$1,750.00; and

WHEREAS, the total contract price to be \$24,500.00

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

1. 1. To authorize the City Administrator to execute Amendment No. 1 with John B. Galloway for the FY26 Bridge Inspection Services, in the additional amount of \$1,750; 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 John B. Galloway for the FY26 Bridge inspection Services

RESOLVED AND DONE THIS 5th DAY OF January 2026.

CITY COUNCIL OF THE CITY OF NORTHPORT

Jamie Dykes, Its President

ATTEST:

Tera Tubbs, City Administrator

Reading: January 5, 2026

Motion: _____

Second: _____

Cost Estimates for Bridge Inspection
BIN 002570
City of Northport

Routine Inspections

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

Due in January 2026

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>	\$ 1,750.00
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STATE OF ALABAMA)
TUSCALOOSA COUNTY)

**AGREEMENT TO FURNISH PROFESSIONAL STUDY AND CONSULT SERVICES
TO THE CITY OF NORTHPORT, ALABAMA, FOR**
Amendment No. 1
FY26 Bridge Inspections Services

WHEREAS, On December 15, 2025, City Council approved Resolution 25-230 for the FY26 Bridge Inspection Services with John B. Galloway, in the amount of \$22,750.00, for thirteen (13) of Northport's bridges; and

WHEREAS, As of November 06, 2025, the 5th Street Bridge (BIN# 002570) over the railroad has been repaired and open back up to the public. 5th Street Bridge is due for an inspection this year and the cost of this, in addition to the previous amount, is \$1,750.00.

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

THIS AGREEMENT is made and entered into on this the 5th day of January, 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).
Amendment No. 1 – to include BIN # 002570 (5th Street Bridge over Railroad) for inspection since the reopening of the bridge on 11.06.2025.

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 \$ 24,500.00. This amount represents the total compensation to the CONSULTANT for services on all phases of the project.

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

ARTICLE 3. PAYMENT FOR SERVICES

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

A. PAYMENT FOR SERVICES

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

B. INVOICES

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

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

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

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

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

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

C. INTEREST

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

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: _____

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,

My Commission Expires: _____



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

AGENDA ITEM NO. 9.b.4.

MEETING DATE: January 5, 2026

SUBJECT: Resolution Authorizing Water Service Outside the City Limits for Property Located at 15275 Preacher Lee Road

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Allison Martin

Approved By: Ron Davis

Summary:

Mr. Johnny Overstreet has property located at 15275 Preacher Lee Road, that cannot presently be annexed into the city because the property is not contiguous. The address is outside of the city limits and outside of the planning jurisdiction. 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. Johnny Overstreet at 15275 Preacher Lee Road, pursuant to the conditions in the resolution.

RESOLUTION NO. 26-

**RESOLUTION AUTHORIZING WATER SERVICE OUTSIDE THE CITY LIMITS
FOR PROPERTY LOCATED AT 15275 PREACHER LEE ROAD**

WHEREAS, Mr. Johnny Overstreet has property located at 15275 Preacher Lee Road, and has requested that he be allowed to obtain water from the City of Northport for this property; and,

WHEREAS, Mr. Overstreet 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 15275 Preacher Lee Road, by majority vote of the City Council.
- 2) All costs of this connection shall be paid by the applicant and not by the City of Northport.
- 3) The applicant agrees that if at any time this property becomes contiguous to the city limits, 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 5TH DAY OF JANUARY 2026.

CITY COUNCIL OF THE CITY OF NORTHPORT

Jamie Dykes, Its President

ATTEST:

Tera Tubbs, City Administrator

Reading: January 5, 2026

Motion: _____

Second: _____



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

AGENDA ITEM NO. 9.b.5.

MEETING DATE: January 5, 2026

SUBJECT: Resolution reappointing Jamie Dykes to the Animal Shelter Advisory Committee

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Malorie Mixon

Approved By: Tera Tubbs

Summary:

The City of Northport has an appointment to the Animal Shelter Advisory Committee. The term of Ms. Jamie Dykes has expired and the City of Northport would like to reappoint Ms. Jamie Dykes to the Animal Shelter Advisory Committee with a term expiring November of 2029.

Recommendation:

Approve

Funding Source/GL Code:

Motion for Consideration:

Adopt the resolution reappointing Ms. Jamie Dykes to the Animal Shelter Advisory Committee with a term expiring November of 2029.

RESOLUTION NO. 26-

**RESOLUTION REAPPOINTING JAMIE DYKES TO THE
ANIMAL SHELTER ADVISORY COMMITTEE**

WHEREAS, the City of Northport has an appointment to the Animal Shelter Advisory Committee; and

WHEREAS, the term of Ms. Jamie Dykes has expired; and

WHEREAS, the City of Northport would like to reappoint Ms. Jamie Dykes to the Animal Shelter Advisory Committee.

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

1. That Ms. Jamie Dykes is reappointed to the Animal Shelter Advisory Committee. The term will expire in November of 2029.

RESOLVED AND DONE THIS 5TH DAY OF JANUARY 2026.

CITY COUNCIL OF THE CITY OF NORTHPORT

Jamie Dykes, Its President

ATTEST:

Tera Tubbs, City Administrator

Reading: January 5, 2026

Motion: _____

Second: _____



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

AGENDA ITEM NO. 9.b.6.

MEETING DATE: January 5, 2026

SUBJECT: Resolution appointing a member to the Tuscaloosa County Park and Recreation Authority Board

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 appoints a member to the Tuscaloosa County Park and Recreation Authority Board. Mr. Brion Hardin was appointed to serve as the City of Northport's representative by Resolution No. 24-150. Mr. Hardin passed away during his term of service. It is necessary to appoint a qualified individual to serve the remainder of the unexpired term expiring in August 2027.

Recommendation:

Approve

Funding Source/GL Code:

Motion for Consideration:

Adopt the resolution appointing _____ to the Tuscaloosa County Park and Recreation Authority Board with a term expiring in August 2027.

RESOLUTION NO. 26-

**RESOLUTION APPOINTING A MEMBER TO THE TUSCALOOSA COUNTY PARK
AND RECREATION AUTHORITY BOARD**

WHEREAS, the City of Northport appoints a member to the Tuscaloosa County Park and Recreation Authority Board; and

WHEREAS, Mr. Brion Hardin was appointed to serve as the City of Northport's representative by Resolution No. 24-150; and

WHEREAS, Mr. Hardin passed away during his term of service; and

WHEREAS, it is necessary to appoint a qualified individual to serve the remainder of the unexpired term; and

WHEREAS, _____ is willing to serve in this capacity.

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

1. That _____ is hereby appointed to the Tuscaloosa County Park and Recreation Authority Board to serve the remainder of the unexpired three-year term previously held by Mr. Brion Hardin, ending August 2027.

RESOLVED AND DONE THIS 5TH DAY OF JANUARY 2026.

CITY COUNCIL OF THE CITY OF NORTHPORT

Jamie Dykes, Its President

ATTEST:

Tera Tubbs, City Administrator

Reading: January 5, 2026

Motion: _____

Second: _____



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

AGENDA ITEM NO. 9.b.7.

MEETING DATE: January 5, 2026

SUBJECT: Resolution appointing Phillip Bush to the Tuscaloosa County Economic Development Authority

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Malorie Mixon

Approved By: Tera Tubbs

Summary:

The City Council appoints Northport Representatives to the Tuscaloosa County Economic Development Authority. The vacant seat was previously filled by Mr. Sam Phillips. The term will run concurrent with the terms of office of the current City Council and will expire in November 2029.

Recommendation:

Approve

Funding Source/GL Code:

Motion for Consideration:

Adopt the resolution appointing Phillip Bush to the Tuscaloosa County Economic Development Authority with a term expiring in November 2029.

RESOLUTION NO. 26-

**RESOLUTION APPOINTING PHILLIP BUSH TO THE
TUSCALOOSA COUNTY ECONOMIC DEVELOPMENT AUTHORITY**

WHEREAS, the City Council of the City of Northport wishes to appoint Phillip Bush as one of Northport's representatives to the Tuscaloosa County Economic Development Authority; and

WHEREAS, the vacant seat was previously filled by Mr. Sam Phillips; and

WHEREAS, Phillip Bush shall serve a term of four years, to run concurrent with the terms of office of the current City Council and will expire in 2029.

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

1. That Phillip Bush is hereby appointed to the Tuscaloosa County Economic Development Authority. Mr. Bush's term is a four-year term to run concurrent with the terms of office of the current City Council and will expire in 2029.

RESOLVED AND DONE THIS 5TH DAY OF JANUARY 2026.

CITY COUNCIL OF THE CITY OF NORTHPORT

Jamie Dykes, Its President

ATTEST:

Tera Tubbs, City Administrator

Reading: January 5, 2026

Motion: _____

Second: _____



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

AGENDA ITEM NO. 9.b.8.

MEETING DATE: January 5, 2026

SUBJECT: Resolution reappointing Glenn Crow to the Tuscaloosa County Economic Development Authority.

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Malorie Mixon

Approved By: Tera Tubbs

Summary:

The City Council would like to reappoint Mr. Glenn Crow to the Tuscaloosa County Economic Development Authority for an additional four-year term, to run concurrent with the terms of office of the current City Council expiring in November 2029.

Recommendation:

Approve

Funding Source/GL Code:

Motion for Consideration:

Adopt the resolution reappointing Mr. Glenn Crow to the Tuscaloosa County Economic Development Authority with a term expiring in November 2029.

RESOLUTION NO. 26-

**RESOLUTION REAPPOINTING GLENN CROW TO THE
TUSCALOOSA COUNTY ECONOMIC DEVELOPMENT AUTHORITY**

WHEREAS, the City Council of the City of Northport desires to reappoint Mr. Glenn Crow as one of Northport's representatives to the Tuscaloosa County Economic Development Authority; and

WHEREAS, Mr. Crow has faithfully served in this capacity and is eligible for reappointment; and

WHEREAS, this reappointment shall be for an additional four-year term, to run concurrent with the terms of office of the current City Council.

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

1. That Mr. Glenn Crow is hereby reappointed to the Tuscaloosa County Economic Development Authority for an additional four-year term, said term to commence upon expiration of his current term and to expire in November of 2029.

RESOLVED AND DONE THIS 5TH DAY OF JANUARY 2026.

CITY COUNCIL OF THE CITY OF NORTHPORT

Jamie Dykes, Its President

ATTEST:

Tera Tubbs, City Administrator

Reading: January 5, 2026

Motion: _____

Second: _____



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

AGENDA ITEM NO. 9.b.9.

MEETING DATE: January 5, 2026

SUBJECT: Resolution reappointing Jheovanny Gomez to the Tuscaloosa County Economic Development Authority

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Malorie Mixon

Approved By: Tera Tubbs

Summary:

The City Council would like to reappoint Mr. Jheovanny Gomez to the Tuscaloosa County Economic Development Authority for an additional four-year term, to run concurrent with the terms of office of the current City Council expiring in November 2029.

Recommendation:

Approve

Funding Source/GL Code:

Motion for Consideration:

Adopt the resolution reappointing Mr. Jheovanny Gomez to the Tuscaloosa County Economic Development Authority with a term expiring in November 2029.

RESOLUTION NO. 26-

**RESOLUTION REAPPOINTING JHEOVANNY GOMEZ TO THE
TUSCALOOSA COUNTY ECONOMIC DEVELOPMENT AUTHORITY**

WHEREAS, the City Council of the City of Northport desires to reappoint Mr. Jheovanny Gomez as one of Northport's representatives to the Tuscaloosa County Economic Development Authority; and

WHEREAS, Mr. Gomez has faithfully served in this capacity and is eligible for reappointment; and

WHEREAS, this reappointment shall be for an additional four-year term, to run concurrent with the terms of office of the current City Council.

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

1. That Mr. Jheovanny Gomez is hereby reappointed to the Tuscaloosa County Economic Development Authority for an additional four-year term, said term to commence upon expiration of his current term and to expire in November of 2029.

RESOLVED AND DONE THIS 5TH DAY OF JANUARY 2026.

CITY COUNCIL OF THE CITY OF NORTHPORT

Jamie Dykes, Its President

ATTEST:

Tera Tubbs, City Administrator

Reading: January 5, 2026

Motion: _____

Second: _____



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

AGENDA ITEM NO. 9.b.10.

MEETING DATE: January 5, 2026

SUBJECT: Resolution reappointing John Garner to the Northport Civil Service Board

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Malorie Mixon

Approved By: Tera Tubbs

Summary:

Mr. John Garner's term on the Northport Civil Service Board expired July 31, 2025. Mr. Garner has expressed a desire to continue to serve on the Board. This resolution will reappoint Mr. Garner for an additional 6-year term that will expire July 31, 2031.

Recommendation:

Approve

Funding Source/GL Code:

Motion for Consideration:

Adopt the resolution reappointing Mr. John Garner to the Northport Civil Service Board for a 6-year term expiring July 31, 2031.

RESOLUTION NO. 26-

**RESOLUTION REAPPOINTING JOHN GARNER TO THE
NORTHPORT CIVIL SERVICE BOARD**

WHEREAS, Mr. John Garner's appointment on the Northport Civil Service Board expired July 31, 2025; and

WHEREAS, Mr. Garner is willing to serve another term on the Northport Civil Service Board; and

WHEREAS, the Northport City Council would like to reappoint Mr. John Garner to another six (6) year term on the Northport Civil Service Board.

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

1. Mr. John Garner is hereby reappointed to the Northport Civil Service Board for a six (6) year term to expire July 31, 2031.

RESOLVED AND DONE THIS 5TH DAY OF JANUARY 2026.

CITY COUNCIL OF THE CITY OF NORTHPORT

Jamie Dykes, Its President

ATTEST:

Tera Tubbs, City Administrator

Reading: January 5, 2026

Motion: _____

Second: _____



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

AGENDA ITEM NO. 9.b.11.

MEETING DATE: January 5, 2026

SUBJECT: Resolution reappointing Cheryl Rolf to the Northport Historic Preservation Commission

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Malorie Mixon

Approved By: Tera Tubbs

Summary:

Ms. Cheryl Rolf serves on the Northport Historic Preservation Commission (Seat 4) and her term expired December 31, 2025. This resolution will reappoint Ms. Rolf for an additional 2-year term expiring December 31, 2027.

Recommendation:

Approve

Funding Source/GL Code:

Motion for Consideration:

Adopt the resolution reappointing Cheryl Rolf to the Northport Historic Preservation Commission with a term expiring December 31, 2027.

RESOLUTION NO. 26-

**RESOLUTION REAPPOINTING CHERYL ROLF TO THE
NORTHPORT HISTORIC PRESERVATION COMMISSION**

WHEREAS, the City of Northport appoints members to the Northport Historic Preservation Commission; and

WHEREAS, Ms. Cheryl Rolf's term expired December 31, 2025; and

WHEREAS, Ms. Rolf expressed interest in continuing to serve; and

WHEREAS, the Northport City Council would like to reappoint Ms. Cheryl Rolf to an additional three (3) year term.

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

1. Ms. Cheryl Rolf is hereby reappointed to Seat 4 of the Northport Historic Preservation Commission for a three (3) year term to expire December 31, 2028.

RESOLVED AND DONE THIS 5TH DAY OF JANUARY 2026.

CITY COUNCIL OF THE CITY OF NORTHPORT

Jamie Dykes, Its President

ATTEST:

Tera Tubbs, City Administrator

Reading: January 5, 2026

Motion: _____

Second: _____



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

AGENDA ITEM NO. 9.b.12.

MEETING DATE: January 5, 2026

SUBJECT: Resolution reappointing Trudi Anders to the Northport Historic Preservation Commission

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Malorie Mixon

Approved By: Tera Tubbs

Summary:

Ms. Trudi Anders serves on the Northport Historic Preservation Commission (Seat 3) and her term expired December 31, 2025. This resolution will reappoint Ms. Anders for an additional 2-year term expiring December 31, 2027.

Recommendation:

Approve

Funding Source/GL Code:

Motion for Consideration:

Adopt the resolution reappointing Trudi Anders to the Northport Historic Preservation Commission with a term expiring December 31, 2027.

RESOLUTION NO. 26-

**RESOLUTION REAPPOINTING TRUDI ANDERS TO THE
NORTHPORT HISTORIC PRESERVATION COMMISSION**

WHEREAS, the City of Northport appoints members to the Northport Historic Preservation Commission; and

WHEREAS, Ms. Trudi Anders' term expired December 31, 2025; and

WHEREAS, Ms. Anders expressed interest in continuing to serve; and

WHEREAS, the Northport City Council would like to reappoint Ms. Trudi Anders to an additional three (3) year term.

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

1. Ms. Trudi Anders is hereby reappointed to Seat 3 of the Northport Historic Preservation Commission for a three (3) year term to expire December 31, 2028.

RESOLVED AND DONE THIS 5TH DAY OF JANUARY 2026.

CITY COUNCIL OF THE CITY OF NORTHPORT

Jamie Dykes, Its President

ATTEST:

Tera Tubbs, City Administrator

Reading: January 5, 2026

Motion: _____

Second: _____



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

AGENDA ITEM NO. 9.b.13.

MEETING DATE: January 5, 2026

SUBJECT: Resolution reappointing Randy Fondren to the Tuscaloosa Public Library Board

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Malorie Mixon

Approved By: Tera Tubbs

Summary:

Mr. Randy Fondren serves on the Tuscaloosa Public Library Board as the City of Northport's representative. His term has expired. This resolution will reappoint Mr. Fondren to the Tuscaloosa Public Library Board. The term runs concurrent with the City Council and will expire in November 2029.

Recommendation:

Approve

Funding Source/GL Code:

Motion for Consideration:

Adopt resolution reappointing Randy Fondren to the Tuscaloosa Public Library Board with a term expiring November 2029.

RESOLUTION NO. 26-

**RESOLUTION REAPPOINTING RANDY FONDREN TO THE
TUSCALOOSA PUBLIC LIBRARY BOARD**

WHEREAS, the City of Northport appoints a member to the Tuscaloosa Public Library Board; and

WHEREAS, Mr. Randy Fondren's term has expired; and

WHEREAS, Mr. Fondren has expressed interest in serving an additional term.

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

1. That Mr. Randy Fondren is hereby reappointed to the Tuscaloosa Public Library Board with a term to run concurrently with the Northport City Council expiring November 2029.

RESOLVED AND DONE THIS 5TH DAY OF JANUARY 2026.

CITY COUNCIL OF THE CITY OF NORTHPORT

Jamie Dykes, Its President

ATTEST:

Tera Tubbs, City Administrator

Reading: January 5, 2026

Motion: _____

Second: _____



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

AGENDA ITEM NO. 9.b.14.

MEETING DATE: January 5, 2026

SUBJECT: Resolution reappointing Terrance Anderson to the Ability Alliance of West Alabama Board

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Malorie Mixon

Approved By: Tera Tubbs

Summary:

Mr. Terrance Anderson's term on the Ability Alliance of West Alabama expired in May 2025. This resolution will reappoint him for a 6 year term expiring May 2031.

Recommendation:

Approve

Funding Source/GL Code:

Motion for Consideration:

Adopt the resolution reappointing Terrance Anderson to the Ability Alliance of West Alabama with a term expiring May 2031.

RESOLUTION NO. 26-

**RESOLUTION REAPPOINTING TERRANCE ANDERSON TO THE
ABILITY ALLIANCE OF WEST ALABAMA BOARD**

WHEREAS, the Northport City Council appoints members to the Ability Alliance of West Alabama; and

WHEREAS, Mr. Terrance Anderson's term expired in May 2025; and

WHEREAS, Mr. Anderson expressed interest in serving an additional term.

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

1. That Mr. Terrance Anderson is hereby reappointed to the Ability Alliance of West Alabama Board for a six (6) year term expiring in May 2031.

RESOLVED AND DONE THIS 5TH DAY OF JANUARY 2026.

CITY COUNCIL OF THE CITY OF NORTHPORT

Jamie Dykes, Its President

ATTEST:

Tera Tubbs, City Administrator

Reading: January 5, 2026

Motion: _____

Second: _____



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

AGENDA ITEM NO. 9.b.15.

MEETING DATE: January 5, 2026

SUBJECT: Resolution appointing Jaime Conger to the Tuscaloosa Tourism and Sports Commission

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 has reached the funding threshold for appointment of a board member to the Tuscaloosa Tourism and Sports Commission. The term of board member seat runs with the funding requirement being met.

Recommendation:

Approve

Funding Source/GL Code:

Motion for Consideration:

Adopt the resolution appointing Jaime Conger to the Tuscaloosa Tourism and Sports Commission.

RESOLUTION NO. 26-

**RESOLUTION APPOINTING JAIME CONGER TO THE
TUSCALOOSA TOURISM AND SPORTS COMMISSION**

WHEREAS, the City of Northport has reached the funding threshold for appointment of a board member to the Tuscaloosa Tourism and Sports Commission; and

WHEREAS, the City Council of the City of Northport desires to appoint Jaime Conger to the Tuscaloosa Tourism and Sports Commission for a term that runs with the required funding threshold being met.

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

1. Jaime Conger is hereby appointed to the Tuscaloosa Tourism and Sports Commission.

RESOLVED AND DONE THIS 5TH DAY OF JANUARY 2026.

CITY COUNCIL OF THE CITY OF NORTHPORT

Jamie Dykes, Its President

ATTEST:

Tera Tubbs, City Administrator

Reading: January 5, 2026

Motion: _____

Second: _____



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

AGENDA ITEM NO. 9.c.1.

MEETING DATE: January 5, 2026

SUBJECT: Minutes, December 15, 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 15, 2025 Council Meeting. This meeting took place at the City of Northport Public Safety Building.

Recommendation:

Approve

Funding Source/GL Code:

Motion for Consideration:

Approval of the Consent Agenda will approve the official minutes from December 15, 2025 Council Meeting and said action will be reflected in the minutes of the City Council.

CALL TO ORDER: The meeting was called to order by Council President Dykes at **5:30 p.m.**

INVOCATION: The invocation was delivered by Pastor Garcia.

PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was led by Council President Dykes.

ROLL CALL: The following members were present:

- Councilor Pro Tem Washington
- Councilor Smith
- Councilor Conger
- Councilor Higdon
- Council President Dykes

A quorum was declared present.

Mayor Phillips and City Administrator Tubbs were also present.

PRESENTATIONS: None.

EXECUTIVE SESSION – Potential Litigation

Adjourn into Executive Session to discuss potential litigation. The session is expected to take 20 minutes, and the council will take action after executive session is concluded.

Time: 5:32 p.m. **Motion:** Higdon | **Second:** Washington **Vote:** Motion carried unanimously.

RECONVENED: The Council reconvened in regular session at **5:47 p.m.**

APPROVAL OF THE AGENDA: Approved as printed.

Motion: Higdon | **Second:** Conger **Vote:** Motion carried unanimously.

VISITORS TO ADDRESS THE COUNCIL: None.

UNFINISHED BUSINESS: None.

NEW BUSINESS

First Reading – Resolution Consenting to the Vacation of Public Right-of-Way for a Portion of Park Court. 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.

Offered by: Councilor Conger

Resolution 25-227 Authorizing Water Service Outside the City Limits for Property Located at 14058 Sunnydale Circle. 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.

Motion: Higdon | **Second:** Smith **Vote:** Motion carried unanimously.

Resolution 25-228 Authorizing the Mayor to Execute an Agreement with ACE American Insurance Company Through Cobbs Allen for Career Firefighter Cancer Coverage Insurance. Policy term January 1, 2026 to January 1, 2027. Amount \$15,015.00.

Motion: Higdon | **Second:** Smith **Vote:** Motion carried unanimously.

Resolution 25-229 Authorizing the City Administrator to Execute TOD #3 with Chambless King Architects for the 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. During discussion, Councilor Smith asked whether the project had been competitively bid and stated that, in his opinion, the amount was excessive for a building of this simplicity.

Motion: Washington | **Second:** Conger **Vote:** Motion carried; Councilor Smith voted *No*.

Resolution 25-230 Authorizing the City Administrator to Execute a Contract with John B. Galloway for FY26 Bridge Inspection Services. 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. This resolution authorizes 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.

Motion: Higdon | **Second:** Washington **Vote:** Motion carried unanimously.

Resolution 25-231 Authorizing the City Administrator to Execute a Concession Contract with Northport Restaurant Group, LLC. 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.

Motion: Higdon | **Second:** Washington

Vote: Motion carried; Councilor Smith voted *No*; Councilor Conger *abstained*.

Resolution 25-232 Authorizing the Northport Police Department to Enter into a Memorandum of Understanding with Operation Light Shine. 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.

Motion: Conger | **Second:** Washington **Vote:** Motion carried unanimously.

Resolution 25-233 Approving the Allocation of 2026 Agency Funding. 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.

Motion: Higdon | **Second:** Conger **Vote:** Motion carried unanimously.

Resolution 25-234 Reappointing Jon Garner to the Zoning Board of Adjustments. 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 recommended for re-appointment. His term will expire on December 31, 2028.

Motion: Conger | **Second:** Washington **Vote:** Motion carried unanimously.

Resolution 25-235 Reappointing Kevin Shobe to the Zoning Board of Adjustments. 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 recommended for re-appointment. His term will expire on December 31, 2028.

Motion: Washington | **Second:** Conger **Vote:** Motion carried; Councilor Smith voted *No*.

Resolution 25-236 Authorizing the City Administrator to Renew a Temporary Use Agreement for the Northport Community Center with the Dance, Dance, Dance Group. 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.

Motion: Higdon | **Second:** Washington **Vote:** Motion carried unanimously.

Resolution 25-237 Authorizing the City Administrator to Bind Insurance Coverage for the City of Northport. 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.

Motion: Higdon | **Second:** Washington **Vote:** Motion carried unanimously.

CONSENT AGENDA

Approved as printed. **Motion:** Higdon | **Second:** Washington **Vote:** Motion carried unanimously.

Items included:

- 1. Minutes of December 1, 2025 – Tera Tubbs
- 2. Bill Listing – Tera Tubbs
- 3. Purchase Requisition: Outsourced Legal Services rendered from October through November 2025 in connection with economic development projects. Trussell, Funderburg, Rea, Bell & Furgerson, P.C. in the amount of \$25,651.90.
- 4. Purchase Requisition: Placer.ai, Location-Based Services & Analytics, \$24,150.00.
- 5. Purchase Requisition: Bar Screen Level Monitor and SCADA alarm for the headworks at Wastewater Treatment Plant. Electric Machine Control in the amount of \$6,965.00.
- 6. Purchase Requisition: Annual Service for Alarm Units, these units provide alarm notifications to Utilities personnel for pump stations and remote facilities. Mission Communications, LLC in the amount of \$10,156.80.
- 7. Purchase Requisition: Tuscaloosa County Commission, Inmate Housing for July, August, September of 2025 in the amount of \$42,157.20.

PUBLIC HEARINGS

ENGINEERING DEPARTMENT: None.

LEGAL DEPARTMENT: None.

PLANNING & INSPECTIONS DEPARTMENT

Second Reading – Ordinance 2289 annexing approximately 0.91 Acre Located North of Union Chapel Road, South of Charlie Shirley Road, and East of 7665 Baptist Campground Road (RS-1 Zoning). 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. 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. There were no speakers to address the council.

Motion: Higdon | **Second:** Washington **Vote:** Motion carried unanimously.

POLICE DEPARTMENT

Tienda Los Miguelenos, LLC – ABC License Approved. 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 carried out, and no record of the individual was found. There were no speakers to address the council.

Motion: Smith | **Second:** Conger **Vote:** Motion carried unanimously.

Crimson Spirits, LLC – ABC License Approved. 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 carried out, and no record of the individual was found.

Motion: Washington | **Second:** Smith **Vote:** Motion carried unanimously.

CITY ADMINISTRATOR’S BUSINESS: None.

MAYOR & COUNCIL MEMBERS’ BUSINESS

Move the regularly scheduled Council meeting from **Monday, January 19, 2025,** to **Tuesday, January 20, 2025,** at 5:30 p.m., due to the observance of Martin Luther King Jr. Day.

Motion: Dykes | **Second:** Higdon **Vote:** Motion carried unanimously.

Kingdom Kitchen Food Drive: December 22, 4:00-6:00 PM; kids served separately from 2:00-4:00 PM. 7115 McFarland Boulevard, Northport, AL 35476.

Holiday Open House: December 16, 5:00 PM at City Hall, decorated as "Winter Wonderland."

Support for Local Businesses: Shop local reminders and encouragements for holiday shopping.

Seasonal Well-wishes: Multiple council members extended Merry Christmas, Happy Holidays, and Happy New Year greetings, emphasizing community, safety, and the spirit of the season.

EXECUTIVE SESSION – Retail Development and Potential Litigation

Adjourn into Executive Session to discuss retail development and potential litigation. The session is expected to take 45 minutes, and the council will take no action after executive session is concluded.
Time: 6:11 p.m. **Motion:** Higdon | **Second:** Washington **Vote:** Motion carried unanimously.

RECONVENE

The Council reconvened in regular session at **7:31** p.m.

ADJOURNMENT

Time: 7:31 p.m. **Motion:** Higdon | **Second:** Conger **Vote:** Motion carried unanimously.

ATTEST:

Jamie Dykes, It’s President

Tera Tubbs, City Administrator



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

AGENDA ITEM NO. 9.c.2.
MEETING DATE: January 5, 2026
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 bil 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 12/11/2025 - 12/30/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Tim Bailey	INV0038364	12/08/2025	NPCC Security Deposit Refund...	100.00
Jimiya Scott	INV0038367	12/08/2025	NPCC Security Deposit Refund...	100.00
Maggie Dale	INV0038369	12/08/2025	NPCC Security Deposit Refund...	100.00
Aleccina Jackson	INV0038371	12/08/2025	NPCC Security Deposit Refund...	100.00
TTL Inc.	2159541	12/10/2025	5th Street PE - Re-issue	13,214.20
Volunteers of Americal SE	INV0038631	12/11/2025	NPCC Security Deposit Refund...	100.00
Aeriel Coleman	INV0038653	12/12/2025	NPCC Rental Fee Refund CHR...	100.00
Aeriel Coleman	INV0038653	12/12/2025	NPCC Rental Fee Refund CHR...	350.00
Kadesha Bailey	INV0038728	12/15/2025	NPCC Rental Refund	100.00
Kadesha Bailey	INV0038728	12/15/2025	NPCC Rental Refund	275.00
Little Champs Learning Acade...	INV0038733	12/15/2025	NPCC Security Deposit Refund...	100.00
Plychette Montgomery	INV0038734	12/15/2025	NPCC Security Deposit Refund...	100.00
				14,739.20

Department: 13 - Mayor & City Council

Verizon	6129245524admin	12/03/2025	Acct 423469999-00001 Admin	275.55
Malorie Mixon	INV0038400	12/09/2025	reimburse 16x20 photo	21.99
Tuscaloosa County High School	INV0038405	12/09/2025	Bowling Team	500.00
Chamber of Commerce of We...	76733	12/18/2025	Invoice-Chamber of Commerc...	1,750.00
City of Northport	INV0038804	12/16/2025	Christmas with Cops	400.00
				Department 13 - Mayor & City Council Total: 2,947.54

Department: 15 - Administrative

Yellowhammer Tent & Event ...	0000471	12/10/2025	Tent rental for 2025 Holiday ...	1,160.00
A-1 Alabama Key & Locksmith ...	504749	12/09/2025	Invoice- A-1 Alabama Key & L...	175.00
Placer Labs Inc	INUS06019	12/17/2025	*CONSENT AGENDA* DEC 15...	24,150.00
Verizon	6129245524admin	12/03/2025	Acct 423469999-00001 Admin	214.97
Stericycle Inc.	8012676363	12/05/2025	Payer # 1000280675	148.48
Comcast Cable	INV0038390	12/08/2025	2001 Park St 8396 90 014 032...	257.90
U.S. Postmaster	INV0038271	12/03/2025	Box 569 Yearly Rental Renewal	436.00
Comcast Cable	INV0038514	12/10/2025	1600 Main Ave Unit HMOFC 8...	234.95
Amazon Capital Services	1FLT-Y4TK-MF6T	12/11/2025	Amazon-Elf on Shelft HOH 25	20.29
Cintas	4251639004	12/03/2025	Payer # 14353428	76.99
Lowe's Home Centers Inc.	83669	12/09/2025	! door locks for new City Hall l...	24.27
Amazon Capital Services	1W6G-TFWY-DYJF	12/04/2025	Amazon-Holiday Open House	19.99
Regions Bank	INV0038328	12/05/2025	2016 GF SERIES - December 2...	78,887.50
Regions Bank	INV0038329	12/05/2025	2021 B WARRANTS - Decembe...	48,668.63
Super Sports Sporting Goods L...	7762	12/10/2025	Holiday Open House Tshirts	4,821.25
Amazon Capital Services	11VN-LYPQ-XMFG	12/10/2025	Amazon-Elf on Shelft HOH 25	973.74
Pitney Bowes Inc.	1028607822	12/17/2025	ADMIN - Equip. Service Agree...	1,452.75
Tim Vaughan	INV0038529	12/10/2025	Tim Vaughan (Santa) HOH 20...	595.00
Northport Gazette The	INV0038748	12/15/2025	Holiday Open House Advertis...	200.00
Alabama Power Company	INV0038644	12/12/2025	SB23192-17002 Admin	6,878.11
Alabama Power Company	INV0038644	12/12/2025	SB23192-17002 Admin	1,617.17
Alabama Power Company	INV0038644	12/12/2025	SB23192-17002 Admin	399.00
Alabama Power Company	INV0038644	12/12/2025	SB23192-17002 Admin	501.53
Walmart	3128ff8b	12/15/2025	Foam cups - holiday open hou...	84.52
Burnum-Hahn Exterminators I...	INV0038711	12/15/2025	Monthly Pest Control	79.00
Walmart	f449882a	12/15/2025	volunteer supplies holiday op...	98.97
Susan D Jones Tax Collector T...	702655	12/17/2025	Property Tax Bill - Moore Petr...	130.86
				Department 15 - Administrative Total: 172,306.87

Department: 16 - Legal

Verizon	6129245524legal	12/03/2025	Acct 423469999-00001 Legal	120.67
Trussell Funderburg Rea Bell &...	11328	12/17/2025	12/15/25 CONSENT AGENDA	25,651.90

Expense Approval Report

Payment Dates: 12/11/2025 - 12/30/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Phelps Jenkins Gibson & Fowl...	INV0038948	12/19/2025	Outsourced Legal	2,542.50
Department 16 - Legal Total:				28,315.07
Department: 17 - Municipal Court				
Blue 360 Media LLC	IN2509270222	12/17/2025	Alabama Motor Vehicle Laws ...	103.95
A T & T Mobility	287288439796X12062025Cou...	12/09/2025	Account 287288439796	42.67
District Attorney Restitution R...	INV0038408	12/09/2025	November 2025	253.58
Yarbrough Law LLC	INV0038419	12/09/2025	November 2025	490.00
Bradley C Hargett	INV0038427	12/09/2025	November 2025	319.34
Andrew J Clay Law Firm	INV0038428	12/09/2025	November 2025	1,867.10
State Judicial Administration F...	INV0038407	12/09/2025	November 2025	3,167.38
Presiding Circuit Judges' Judici...	INV0038409	12/09/2025	November 2025	790.31
Alabama Peace Officer's Annui...	INV0038410	12/09/2025	November 2025	1,660.00
Alabama Crime Victims Comp...	INV0038413	12/09/2025	November 2025	780.50
Alabama Comptroller's Office	INV0038414	12/09/2025	November 2025	20,548.32
Circuit Clerks Judicial Administ...	INV0038415	12/09/2025	Reissue - October 2025	1,102.23
Solicitor's Fund	INV0038417	12/09/2025	November 2025	5,624.03
State Judicial Administration F...	INV0038418	12/09/2025	Reissue - October 2025	4,385.04
The Citizenship Trust Fund	INV0038425	12/09/2025	November 2025	371.50
Circuit Clerks Judicial Administ...	INV0038426	12/09/2025	November 2025	788.31
Janie Lee Mangeri Smith	INV0038321	12/04/2025	Special Prosecutor 12/3/25	625.00
Cira L. Woolbright	INV0038946	12/19/2025	Translator	240.00
One Source Office Products LLC	IN-QT-7769	12/19/2025	Stamps	125.98
Department 17 - Municipal Court Total:				43,285.24
Department: 22 - Information Technology				
Hazem Tashkandi	BI68406460	12/11/2025	Exam Fee Reimbursement	375.00
Vision Security Technologies	30347	12/08/2025	IT - MFA Keypad Readers	1,270.68
Vision Security Technologies	30347	12/08/2025	Labor	1,160.00
Vision Security Technologies	30347	12/08/2025	Hardware for MFA Readers	10.34
Xerox Corporation	IN3715203a	12/05/2025	Per Copy Charges 10/29-11/2...	683.69
T-Mobile US Inc.	INV0038742	12/15/2025	Acct 976900299 IT	236.72
Verizon	6129245524IT	12/03/2025	Acct 423469999-00001 IT	210.69
A T & T Mobility	287288439796X12062025IT	12/09/2025	Acct 287288439796	120.40
C Spire Business	0000693209-62	12/08/2025	Acct 0000693209	5,540.00
Uniti Fiber GulfCo LLC	626481	12/04/2025	Acct 1629847	585.00
New Horizons Communication...	C154954	12/03/2025	Acct CORP-779914	175.69
Comcast Cable	INV0038515	12/10/2025	3721 26th Ave OFC 8396 90 0...	351.91
Spectrum Business	INV0038630	12/11/2025	4900 Mitt Lary Rd 8314 10 234...	184.40
Comcast Cable	INV0038851	12/17/2025	3500 McFarland Blvd Side 2 8...	63.30
Xerox Corporation	41299097	12/15/2025	Contract Payment 11/29-12/2...	676.24
Xerox Corporation	41299098GF	12/15/2025	Contract Charge 11/29-12/28...	1,288.53
C Spire Business	C032171552	12/11/2025	AGENDA 12-1-25 9b7 C-Spire ...	58,769.67
ByteSpeed LLC	INV0182905	12/12/2025	Bytespeed B660T Mini PC	1,100.00
ByteSpeed LLC	INV0182906	12/12/2025	Bytespeed B660T Mini PC	1,100.00
VC3 INC.	VC3-231201	12/15/2025	IT - December 25 Monthly bac...	2,240.00
J & J Telephone Inc.	783035	12/15/2025	Acct 23929	421.93
Redpoint Audio LLC	1374	12/16/2025	IT - Battery Replacement for C...	380.00
Dell Marketing LP	10853727713	12/18/2025	Dell Pro 14 - 512 Laptop	1,437.82
Dell Marketing LP	10853727721	12/18/2025	Dell Pro 14 - 512GB Laptop	4,313.46
J & J Telephone Inc.	783795	12/19/2025	Acct 28228	2,964.37
Department 22 - Information Technology Total:				85,659.84
Department: 25 - Finance				
Verizon	6129245524FIN	12/03/2025	Acct 423469999-00001 Finance	201.33
Business Supply & Printing	6889	12/11/2025	FIN - Deposit Tickets - GFO	144.10
Business Supply & Printing	6895	12/11/2025	BL envelopes	798.00
Department 25 - Finance Total:				1,143.43
Department: 26 - Human Resources				
Verizon	6129245524HR	12/03/2025	Acct 423469999-00001 HR	120.67
DCH Occupational Medicine	00026502-00	12/05/2025	New Hire/Post Accident/Rand...	1,823.00

Expense Approval Report

Payment Dates: 12/11/2025 - 12/30/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Cobbs Allen & Hall Inc.	105263	12/02/2025	Monthly Fee December 2025	1,250.00
Department 26 - Human Resources Total:				3,193.67
Department: 28 - Planning & Inspections				
Verizon	6129245524PZ	12/03/2025	Acct 423469999-00001 PBI	405.67
A T & T Mobility	287288439796X12062025PZ	12/09/2025	Account 287288439796	42.67
Global HR Research LLC	202512-107154	12/10/2025	New Hire Background Checks	43.04
Northport Gazette The	INV0038744	12/15/2025	adv ord 2286 rezone 4405 hwy..	81.90
Northport Gazette The	INV0038746	12/15/2025	adv ord 2287 amend zoning o...	109.35
Northport Gazette The	INV0038752	12/15/2025	adv ord 2288 cond use 1802 1...	129.15
Amazon Capital Services	16T3-1VRM-C4R6	12/16/2025	iPad Case - Meredith and Tyler	583.00
Department 28 - Planning & Inspections Total:				1,394.78
Department: 32 - Engineering				
USI Insurance Svc LLC Alabama	5670557	12/15/2025	UCR/Hwy 69 Supersedas Bond	7,595.00
Verizon	6129245524ENG	12/03/2025	Acct 423469999-00001 Engin...	604.63
Alabama Power Company	INV0038643	12/12/2025	SB23192-17002 Engineering	516.83
Alabama Power Company	INV0038643	12/12/2025	SB23192-17002 Engineering	31,515.22
Department 32 - Engineering Total:				40,231.68
Department: 33 - Police				
Galls LLC	032900140	12/12/2025	J. Nalls - name plate	23.19
Galls LLC	032925035	12/12/2025	R. Carpenter - name plate	23.19
Tuscaloosa Tire & Service Cen...	N296138	12/16/2025	CC APPROVED 10.6.25; tires - ...	79.95
Galls LLC	033115119	12/12/2025	Tactical Long Sleeve Elbeco U...	194.96
Tuscaloosa Tire & Service Cen...	N296226	12/16/2025	CC APPROVED 10.6.25; tires - ...	613.44
Tuscaloosa Tire & Service Cen...	N296264	12/16/2025	CC APPROVED 10.6.25; tires - ...	299.06
Tuscaloosa Tire & Service Cen...	N296265	12/10/2025	CC APPROVED 10.6.25; tires - ...	257.68
Tuscaloosa Tire & Service Cen...	N296282	12/16/2025	CC APPROVED 10.6.25; tires - ...	613.44
TRUCKWORX HOLDING CO INC	1130212312.C	12/03/2025	batteries for PD vehicles (BL-1)	20.52
TRUCKWORX HOLDING CO INC	1130212402.C	12/03/2025	batteries for PD vehicles (BL-1)	22.57
Northport Auto Supply Co. Inc.	101000011	12/02/2025	CC APPROVED 10.6.25; PM pa...	27.97
Galls LLC	033226412	12/12/2025	G. Burton - name plate	23.19
Tuscaloosa County Commission	0740	12/04/2025	Decedent Transport	1,480.00
Verizon	6129245524PD	12/03/2025	Acct 423469999-00001 Police	200.05
TRUCKWORX HOLDING CO INC	1130212577	12/15/2025	batteries for PD vehicles (BL-1)	103.60
Alabama Association of Chiefs...	3702	12/08/2025	Winter Conference Registrati...	450.00
Amazon Capital Services	1RM9-6P1T-9HPX	12/04/2025	thermal paper for patrol cars	245.40
Staples Business Advantage	6048744618	12/04/2025	"Expunged" stamp for records	37.99
Staples Business Advantage	6048744629	12/04/2025	Copy Paper	169.96
Northport Auto Supply Co. Inc.	101001684	12/15/2025	brake parts & supplies for PD ...	100.74
TRUCKWORX HOLDING CO INC	1130213073.C3	12/03/2025	Credit PO 26-0106	-22.57
TRUCKWORX HOLDING CO INC	1130213073.C5	12/03/2025	Credit PO 26-0106	-20.52
Alabama Association of Chiefs...	21380	12/08/2025	AACOP Membership Dues	100.00
Spire	INV0038386	12/08/2025	3721 26th Ave 1177523333	20.37
A T & T Mobility	287288439796X12062025PD	12/09/2025	Account 287288439796	2,608.38
Pro-Vision LLC	SMX-26054	12/08/2025	SMX-26054 Desktop Storage	3,250.00
Northport Auto Supply Co. Inc.	101001545	12/10/2025	PD #428- AC compressor, bag ...	272.16
Northport Auto Supply Co. Inc.	101002227	12/10/2025	! PD #0099 - battery	126.86
Tuscaloosa Tire & Service Cen...	N296510	12/10/2025	CC APPROVED 10.6.25; tires - ...	153.29
Northport Auto Supply Co. Inc.	101002199	12/10/2025	PD #444 - bank valve cover ga...	68.13
Lowe's Home Centers Inc.	82539	12/03/2025	PD Compound - repair vent pi...	20.31
Thompson Tractor Co. Inc	PP1869816	12/10/2025	! PD Compound - generator re...	960.73
Northport Auto Supply Co. Inc.	101001442	12/15/2025	PD #4082- fog light	22.28
Northport Auto Supply Co. Inc.	101003157	12/15/2025	PD #421 - coolant overflow cap	9.98
Amazon Capital Services	1TH6-F1NC-CDRQ	12/16/2025	PD #9933 - turf style tires for ...	590.22
Northport Auto Supply Co. Inc.	101004323	12/15/2025	CC APPROVED 10.6.25; PM pa...	44.15
Alabama Power Company	INV0038642	12/12/2025	SB23192-17002 PD	2,166.72
Alabama Power Company	INV0038642	12/12/2025	SB23192-17002 PD	6,993.40
Alabama Power Company	INV0038642	12/12/2025	SB23192-17002 PD	1,377.87
Burnum-Hahn Exterminators I...	INV0038709	12/15/2025	Monthly Pest Control	179.00
TRUCKWORX HOLDING CO INC	1130214347	12/17/2025	PD Generator - battery	110.36

Expense Approval Report

Payment Dates: 12/11/2025 - 12/30/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Triple Point Industries	77915	12/15/2025	PD Complex - water treatment...	105.69
Northport Auto Supply Co. Inc.	101005188	12/17/2025	PD #8556 - brake controller	168.17
Department 33 - Police Total:				24,291.88
Department: 35 - Fire				
Atlas Welding Supply Co. Inc.	0000705347	12/10/2025	*BLANKET* Refill oxygen, misc...	170.45
Lowe's Home Centers Inc.	984043	12/09/2025	Christmas Lights - St. 4	85.44
Lowe's Home Centers Inc.	976281	12/09/2025	Turkey fry demo items	224.21
DCH Regional Medical Center	62	12/08/2025	Drug box refill	129.30
Spire	INV0038385	12/08/2025	1101 MLK 5305862222	117.15
Spire	INV0038391	12/08/2025	5410 Hwy 69N 8439444444	528.41
A T & T Mobility	287288439796X12062025FD	12/09/2025	Account 287288439796	75.91
Atlas Welding Supply Co. Inc.	0000202102	12/10/2025	*BLANKET* Refill oxygen, misc...	78.45
Gulf States Distributors Inc.	1499384-IN	12/03/2025	Gun Holster - T. Gill	60.20
One Source Office Products LLC	OE-QT-7819-1	12/05/2025	St 1	181.27
One Source Office Products LLC	OE-QT-7819-1	12/05/2025	St 2	217.17
One Source Office Products LLC	OE-QT-7819-1	12/05/2025	St 3	34.68
Sunbelt Fire Inc.	00033657	12/03/2025	FD Engine #1- winch plug, LED ...	313.28
TRUCKWORX HOLDING CO INC	1130213361	12/08/2025	! FD Engine #3- air dryer asse...	250.99
Henry Schein Inc.	50324406	12/10/2025	Medical supplies restock	734.28
Lowe's Home Centers Inc.	82552	12/03/2025	FD Station #3- grout to repair ...	56.28
Grainger Inc.	9729654674	12/08/2025	FD Station #4 - bathroom sho...	67.54
Amazon Capital Services	11CQ-MLPQ-41W1	12/08/2025	FD Station #2 - washing machi...	20.97
Sequel Electrical Supply	931613981	12/09/2025	FD Station #1 - new LED wall p...	439.25
Northport Auto Supply Co. Inc.	101003940	12/15/2025	! FD Engine #4 - fittings for air...	95.48
Lowe's Home Centers Inc.	97450	12/10/2025	FD Station #3 - engine bay out...	64.08
Amazon Capital Services	1W9Y-77WJ-FMCC	12/10/2025	Desk Calendars	63.80
Amazon Capital Services	1YCT-1M4J-LLPK	12/11/2025	FD Station #2 - dishwasher ar...	33.86
One Source Office Products LLC	OE-QT-7819-2	12/10/2025	St 3	111.64
One Source Office Products LLC	OE-QT-7819-2	12/10/2025	St 4	159.92
Alabama Power Company	INV0038639	12/12/2025	SB23192-17002 Fire	3,688.14
Burnum-Hahn Exterminators I...	INV0038659	12/12/2025	Monthly Pest Control - FD	158.00
Amazon Capital Services	1LHP-WKMF-3JFX	12/12/2025	Shower Curtains and Rods - St...	55.60
Burnum-Hahn Exterminators I...	INV0038710	12/15/2025	Monthly Pest Control	128.00
Amazon Capital Services	14QV-79J9-NQJ3	12/18/2025	FD Station #2 - stove display r...	42.53
Central Alabama Training Solut..	17050133	12/18/2025	White FF Helmet	369.00
Central Alabama Training Solut..	17050135	12/18/2025	FF Boots	389.00
Central Alabama Training Solut..	17050135	12/18/2025	Turn out gear - E. Smith	2,895.00
Department 35 - Fire Total:				12,039.28
Department: 37 - Public Works				
Atlas Welding Supply Co. Inc.	0000000843	12/16/2025	Acetylene Large	31.71
Capital Tractor Inc.	14804M	11/14/2025	CC APPROVED 10.6.25; track l...	2,497.74
Capital Tractor Inc.	14804M	11/14/2025	CC APPROVED 10.6.25; track l...	89,472.00
TRUCKWORX HOLDING CO INC	1130210827.C	12/09/2025	PO 26-0169	165.60
TRUCKWORX HOLDING CO INC	1130211025.C	12/03/2025	batteries - Heavy equipment (...)	22.50
Samsara Inc	CI_68735	12/08/2025	fleet tracking software for PW ..	1,928.61
TRUCKWORX HOLDING CO INC	1130211454	12/09/2025	PO 26-0172	34.11
TRUCKWORX HOLDING CO INC	1130211455.C	12/18/2025	KIT-REMAN BRAKE 16.5X7 LH...	27.60
TRUCKWORX HOLDING CO INC	1130211463.C	12/18/2025	BRAKE KIT RELINE -Core -	500.00
Atlas Welding Supply Co. Inc.	670384	12/16/2025	DAILY CYLINDER RENT REF INV...	-31.71
TRUCKWORX HOLDING CO INC	1130212035.C	12/18/2025	MODULE, VALVE, REMAN ME...	134.40
TRUCKWORX HOLDING CO INC	1130212401	12/15/2025	batteries - Light Duty trucks (B...	111.62
Tuscaloosa County Health Dept	TSW-4 2026	12/10/2025	County Solid Waste Collector ...	750.00
ST Bunn Construction Co. Inc.	16634	12/08/2025	CC APPROVED 10.6.25; asphalt..	410.76
TRUCKWORX HOLDING CO INC	1130212318	12/04/2025	brake parts & supplies - Garba...	222.32
TRUCKWORX HOLDING CO INC	1130212638.C	12/18/2025	MODULE, VALVE, REMAN ME...	-134.40
TRUCKWORX HOLDING CO INC	1130212654.C	12/18/2025	BRAKE KIT - RELINE -Core	-500.00
TRUCKWORX HOLDING CO INC	1130212657.C	12/09/2025	PO 26-0169	-165.60
ST Bunn Construction Co. Inc.	16641	12/08/2025	CC APPROVED 10.6.25; asphalt..	594.95
T-Mobile US Inc.	INV0038741	12/15/2025	Acct 976900299 Public Works	1,236.18
Verizon	6129245524PW	12/03/2025	Acct 423469999-00001 Public...	950.22

Expense Approval Report

Payment Dates: 12/11/2025 - 12/30/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Coblentz Equipment & Parts C...	105579	12/01/2025	PW #5062 - electric thermosta...	117.34
TRUCKWORX HOLDING CO INC	1130212629	12/09/2025	PW #1053 - door seal	71.67
Amazon Capital Services	1D1D-1T9D-7Q6N	12/05/2025	litter pickers (ROW stock)	116.46
O'Reilly Auto Parts	1063-164003	12/16/2025	! PW #5459 - shift tube	38.75
TRUCKWORX HOLDING CO INC	1130213073.C4	12/03/2025	Credit PO 26-0147	-22.50
Lowe's Home Centers Inc.	93575	12/15/2025	mulch for Beautification proje...	15.12
One Source Office Products LLC	OE-QT-7829-1	12/05/2025	janitorial supplies for Public ...	175.95
Tuscaloosa Tire & Service Cen...	N296476	12/10/2025	tires - PW Light Duty trucks (B...	297.00
Black Warrior Solid Waste	20251129-0253-10050	12/05/2025	Acct 34	31,574.72
Atlas Welding Supply Co. Inc.	0000100021	12/16/2025	Shop's argon tanks annual lea...	240.00
DCH Occupational Medicine	00026502-00	12/05/2025	New Hire/Post Accident/Rand...	585.00
Encore Rehabilitation Inc.	11/2025-3003-CITY	12/18/2025	New Hire Physicals	450.00
TRUCKWORX HOLDING CO INC	1130213082	12/04/2025	PW #7260 - coolant cap, press...	327.49
Global HR Research LLC	202512-107154	12/10/2025	New Hire Background Checks	307.42
Lowe's Home Centers Inc.	77643	12/08/2025	mulch for Beautification proje...	151.20
Ready Mix USA LLC	9452795420	12/03/2025	CC APPROVED 10.6.25; concre...	721.10
One Source Office Products LLC	IN-QT-7825	12/05/2025	rubber boots for PW employe...	3.45
One Source Office Products LLC	IN-QT-7825	12/05/2025	rubber boots for PW employe...	4.59
One Source Office Products LLC	IN-QT-7825	12/05/2025	rubber boots for PW employe...	17.23
One Source Office Products LLC	IN-QT-7825	12/05/2025	rubber boots for PW employe...	19.52
One Source Office Products LLC	IN-QT-7825	12/05/2025	rubber boots for PW employe...	3.45
One Source Office Products LLC	IN-QT-7825	12/05/2025	rubber boots for PW employe...	22.96
One Source Office Products LLC	IN-QT-7825	12/05/2025	rubber boots for PW employe...	3.45
One Source Office Products LLC	IN-QT-7825	12/05/2025	rubber boots for PW employe...	19.52
One Source Office Products LLC	IN-QT-7825	12/05/2025	rubber boots for PW employe...	2.30
One Source Office Products LLC	IN-QT-7825	12/05/2025	rubber boots for PW employe...	18.37
Tuscaloosa Tire & Service Cen...	N296497	12/04/2025	tires - PW Light Duty trucks (B...	582.63
Northport Auto Supply Co. Inc.	101002203a	12/04/2025	PM parts & supplies for PW Tr...	31.59
Northport Auto Supply Co. Inc.	101002203b	12/04/2025	PM parts & supplies for PW G...	31.59
One Source Office Products LLC	OE-QT-7841-1	12/05/2025	janitorial supplies for Utilities ...	60.05
Northport Auto Supply Co. Inc.	101001818	12/10/2025	PM parts & supplies for PW Tr...	18.34
TRUCKWORX HOLDING CO INC	1130212776	12/04/2025	brake parts & supplies - Trash ...	359.43
One Source Office Products LLC	OE-58928-1	12/05/2025	janitorial supplies for Utilities ...	7.20
One Source Office Products LLC	OE-QT-7831-1	12/05/2025	janitorial supplies for Police (B...	184.33
One Source Office Products LLC	OE-QT-7832-1	12/05/2025	janitorial supplies for City Hall ...	292.77
One Source Office Products LLC	OE-QT-7833-1	12/05/2025	janitorial supplies for Utilities ...	28.95
Ilex Farms Nursery Inc.	10226	12/08/2025	replacement plants for City Ha...	363.00
TRUCKWORX HOLDING CO INC	1130213556	12/09/2025	PO 26-0172	-34.11
TRUCKWORX HOLDING CO INC	1130213557.C	12/18/2025	KIT-REMAN BRAKE 16.5X7 LH...	-27.60
Amazon Capital Services	17YK-WQVC-7LVF	12/04/2025	rain suits for PW employees (...)	7.98
Amazon Capital Services	17YK-WQVC-7LVF	12/04/2025	rain suits for PW employees (...)	10.64
Amazon Capital Services	17YK-WQVC-7LVF	12/04/2025	rain suits for PW employees (...)	39.89
Amazon Capital Services	17YK-WQVC-7LVF	12/04/2025	rain suits for PW employees (...)	45.21
Amazon Capital Services	17YK-WQVC-7LVF	12/04/2025	rain suits for PW employees (...)	7.98
Amazon Capital Services	17YK-WQVC-7LVF	12/04/2025	rain suits for PW employees (...)	53.16
Amazon Capital Services	17YK-WQVC-7LVF	12/04/2025	rain suits for PW employees (...)	7.98
Amazon Capital Services	17YK-WQVC-7LVF	12/04/2025	rain suits for PW employees (...)	45.21
Amazon Capital Services	17YK-WQVC-7LVF	12/04/2025	rain suits for PW employees (...)	5.32
Amazon Capital Services	17YK-WQVC-7LVF	12/04/2025	rain suits for PW employees (...)	42.55
Lowe's Home Centers Inc.	84589	12/15/2025	Supplies as needed for Holiday..	78.36
Christie Fuller	INV0038317	12/04/2025	Claim No 25-74	1,391.20
Alabama Power Company	INV0038387	12/08/2025	1880 McFarland Blvd 04147-7...	178.99
Alabama Power Company	INV0038388	12/08/2025	1622 McFarland Blvd 03157-3...	163.63
Thompson Tractor Co. Inc	SPI01762087	12/05/2025	PW #184 - temp sender & swit...	132.51
Super Sports Sporting Goods L...	7752	12/08/2025	Superintendent polos (M. Guy)	186.00
TRUCKWORX HOLDING CO INC	1130213821	12/16/2025	brake parts & supplies - Heavy...	280.38
Amazon Capital Services	1J67-TC4H-VPYF	12/09/2025	PW Office Supplies- laminating..	107.40
Lowe's Home Centers Inc.	88970	12/09/2025	Janitorial Supplies- extendable...	27.34
Lowe's Home Centers Inc.	88970	12/09/2025	Janitorial Supplies- extendable...	27.34
Lowe's Home Centers Inc.	88970	12/09/2025	Janitorial Supplies- extendable...	27.34

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Lowe's Home Centers Inc.	95653	12/09/2025	Janitorial Supplies- extendable...	6.16
Lowe's Home Centers Inc.	95653	12/09/2025	Janitorial Supplies- extendable...	6.16
Lowe's Home Centers Inc.	95653	12/09/2025	Janitorial Supplies- extendable...	6.16
Lowe's Home Centers Inc.	96013	12/10/2025	mulch for Beautification proje...	94.50
Lowe's Home Centers Inc.	96223	12/09/2025	batteries for hand towel dispe...	41.28
Lowe's Home Centers Inc.	96223	12/09/2025	batteries for hand towel dispe...	27.52
Warrior Energy	D91109	12/10/2025	DEF fluid - PW trucks & equip...	898.31
Amazon Capital Services	11VN-LYPQ-CTXF	12/09/2025	PW #5418 - catch can & oil se...	143.10
Ervin's Workwear & Boots	220000162212	12/10/2025	CC APPROVED 10.6.25; emplo...	136.49
Central Paper Company Inc.	411364	12/11/2025	t-shirt rags (stock)	48.81
Central Paper Company Inc.	411364	12/11/2025	t-shirt rags (stock)	65.10
Central Paper Company Inc.	411364	12/11/2025	t-shirt rags (stock)	244.13
Central Paper Company Inc.	411364	12/11/2025	t-shirt rags (stock)	276.68
Central Paper Company Inc.	411364	12/11/2025	t-shirt rags (stock)	48.81
Central Paper Company Inc.	411364	12/11/2025	t-shirt rags (stock)	325.53
Central Paper Company Inc.	411364	12/11/2025	t-shirt rags (stock)	48.81
Central Paper Company Inc.	411364	12/11/2025	t-shirt rags (stock)	276.68
Central Paper Company Inc.	411364	12/11/2025	t-shirt rags (stock)	32.55
Central Paper Company Inc.	411364	12/11/2025	t-shirt rags (stock)	260.40
Cintas	4252383550	12/10/2025	Payer # 14385499	27.56
McFarland Ace Hardware	6330/2	12/10/2025	propane for Forklift #1625 (BL...	27.92
Ready Mix USA LLC	9452834199	12/11/2025	CC APPROVED 10.6.25; concre...	604.60
Lowe's Home Centers Inc.	97442	12/10/2025	wall protector door stop	7.94
Lowe's Home Centers Inc.	97457	12/10/2025	scraper blades for FM's oscillat..	24.66
Ilex Farms Nursery Inc.	10243	12/15/2025	holly plants for City Hall	108.00
Ervin's Workwear & Boots	220000162451	12/11/2025	CC APPROVED 10.6.25; emplo...	143.96
Power and Rubber Supply	3507736	12/12/2025	PW #4484 - hydraulic fittings	87.55
Power and Rubber Supply	3507737	12/12/2025	PW #9353 (lift) - misc hydraul...	9.30
A-1 Alabama Key & Locksmith ...	505018	12/16/2025	key duplication as needed for ...	9.00
Lowe's Home Centers Inc.	70724	12/10/2025	batteries for hand towel dispe...	27.52
Lowe's Home Centers Inc.	70724	12/10/2025	batteries for hand towel dispe...	41.28
Lowe's Home Centers Inc.	71207	12/10/2025	Bunny Trail build supplies	684.31
One Source Office Products LLC	OE-QT-7834-1	12/10/2025	janitorial supplies for Utilities ...	93.00
McFarland Ace Hardware	6339/2	12/15/2025	propane for heaters at Holiday..	31.98
Lowe's Home Centers Inc.	73131	12/15/2025	Supplies as needed for Holiday..	56.88
Lowe's Home Centers Inc.	73509	12/15/2025	mulch for Beautification proje...	151.20
Lowe's Home Centers Inc.	74253	12/15/2025	irrigation supplies for projects...	15.66
Alabama Power Company	INV0038641	12/12/2025	SB23192-17002 PW	121.08
Alabama Power Company	INV0038641	12/12/2025	SB23192-17002 PW	4,455.82
Alabama Power Company	INV0038641	12/12/2025	SB23192-17002 PW	2,984.11
Burnum-Hahn Exterminators I...	INV0038661	12/12/2025	Monthly Pest Control - PW	79.00
Paul Daxon Lott	INV0038798	12/16/2025	Reimbursement - Class B CDL ...	17.50
Paul Daxon Lott	INV0038800	12/16/2025	Reimbursement - Class B CDL ...	38.75
Ellison's Tree Service	1402	12/15/2025	tree removal on Mitt Larry Rd	1,400.00
Ellison's Tree Service	1403	12/15/2025	Tree Removal on 5th St.	2,450.00
ScentAir Holdings Inc	IUS000412482	12/15/2025	CC APPROVED 12.16.24; Scen...	459.00
TRUCKWORX HOLDING CO INC	1130214391	12/17/2025	batteries - Light Duty trucks (B...	226.88
Amazon Capital Services	11KY-N7PX-VYGV	12/16/2025	Shop air compressor repair pa...	182.70
Amazon Capital Services	1YX1-YXXY-R9JT	12/16/2025	PW #7755 - HD rear camera &...	55.99
Amazon Capital Services	1T4C-YJY9-LVTN	12/17/2025	caution tape (stock)	11.49
Amazon Capital Services	1T4C-YJY9-LVTN	12/17/2025	caution tape (stock)	11.50
Cintas	4253158014	12/17/2025	Payer # 14385499	27.56
Lowe's Home Centers Inc.	87027	12/17/2025	Supplies as needed for Holiday..	47.48
One Source Office Products LLC	OE-QT-7832-2	12/16/2025	janitorial supplies for City Hall ...	139.50
One Source Office Products LLC	OE-QT-7833-2	12/17/2025	janitorial supplies for Utilities ...	46.50
One Source Office Products LLC	OE-QT-7852-1	12/16/2025	can liners - black, 1.7mil (BL-2)	76.31
One Source Office Products LLC	OE-QT-7852-1	12/16/2025	can liners - black, 1.7mil (BL-2)	43.31
One Source Office Products LLC	OE-QT-7852-1	12/16/2025	can liners - black, 1.7mil (BL-2)	169.88
One Source Office Products LLC	OE-QT-7852-1	12/16/2025	can liners - black, 1.7mil (BL-2)	868.50
Northport Auto Supply Co. Inc.	101005787	12/17/2025	PM parts & supplies for PW Li...	7.52

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Empower Rental Group	665367-0001	12/17/2025	light tree rental for Xmas Ope...	474.75
Business Supply & Printing	6897	12/17/2025	Business cards for Superinten...	88.50
Lowe's Home Centers Inc.	88928	12/18/2025	Supplies as needed for Holiday..	166.15
Ervin's Workwear & Boots	220000164208	12/18/2025	CC APPROVED 10.6.25; emplo...	143.96
Lowe's Home Centers Inc.	91650	12/18/2025	pump sprayers (stock)	37.98
Lowe's Home Centers Inc.	91650	12/18/2025	pump sprayers (stock)	37.98
Lowe's Home Centers Inc.	91650	12/18/2025	pump sprayers (stock)	37.98
Northport Power Equipment I...	20420	12/09/2025	20-inch chainsaw bars (stock)	126.66
Northport Power Equipment I...	20420	12/09/2025	20-inch chainsaw bars (stock)	126.65
Northport Power Equipment I...	20420	12/09/2025	20-inch chainsaw bars (stock)	126.65
Department 37 - Public Works Total:				158,731.89
Department: 39 - Utilities				
Cassady Company Inc The	Proj 25-104 Inv 5	12/08/2025	Prof. Eng. Services - Vineyards...	1,050.00
Cassady Company Inc The	Proj 25-104 Inv 6	12/08/2025	Prof. Eng. Services - Vineyards...	1,050.00
Lowe's Home Centers Inc.	972256	12/09/2025	Blanket - Misc. Supplies for W...	53.79
Lowe's Home Centers Inc.	973157	12/09/2025	Blanket - Misc. Supplies for W...	12.33
Cassady Company Inc The	Proj 25-104 Inv 7	12/08/2025	Prof. Eng. Services - Vineyards...	1,250.00
City of Tuscaloosa Water & S...	11588391	12/01/2025	Raw Water 10/6-11/6/25	56,831.45
Northport Electrical Supply Inc.	S3769411.001	12/10/2025	Blanket - Misc. Supplies for ...	50.00
Cintas	4250170628	12/11/2025	Payer # 14385564	28.64
Comcast Cable	INV0038334	12/05/2025	3521 3rd St S 8396 90 014 02...	46.30
Xerox Corporation	IN3715203b	12/05/2025	Per Copy Charges 10/29-11/2...	10.03
Xerox Corporation	IN3715203b	12/05/2025	Per Copy Charges 10/29-11/2...	99.27
Xerox Corporation	IN3715203b	12/05/2025	Per Copy Charges 10/29-11/2...	3.22
Vacuum Truck Rentals	AL337973	12/01/2025	Vactor Truck #9156 Hydraulic ...	264.39
T-Mobile US Inc.	INV0038743	12/15/2025	Acct 976900299 Utilities	522.02
Verizon	6129245524UT	12/03/2025	Acct 423469999-00001 Utilities	1,135.35
Northport Auto Supply Co. Inc.	101001532	12/11/2025	Water Backhoe #9433 Hydraul...	142.79
Cassady Company Inc The	Proj 20-135 Inv 51	12/08/2025	Hwy 82 PS - Cassady TOD#2	22,798.00
Cassady Company Inc The	Proj 25-104 Inv 8	12/09/2025	Prof. Eng. Services - Vineyards...	1,292.40
Cassady Company Inc The	Proj 25-105 Inv 5	12/09/2025	Prof. Eng. Services - 9th St Se...	5,459.20
Black Warrior Solid Waste	20251129-0253-10051	12/05/2025	AGENDA (10/6/25) - Tipping F...	6,845.44
High Cotton	10114	12/05/2025	Monthly Billing	10,125.30
Alabama 811	1125021	12/08/2025	Blanket - Monthly Locate Fees	800.37
Living Water Utilities LLC	2865	12/12/2025	AGENDA (10/6/25) - Yearly Lab..	1,294.12
Southern Ionics Incorporated	742592	12/05/2025	Council Approved - Sodium Bi...	9,308.26
CivilCON LLC	Contract A Hwy 82 PS Invoice ...	12/17/2025	Hwy 82 PS Contract A	916,161.10
Spectrum Business	229584701120125	12/08/2025	Acct 229584701	89.84
Garver LLC	2300207-6	12/12/2025	Council Approved - WTP Mast...	64,501.26
Verizon	324000086038	12/08/2025	UT - GPS	575.45
Winfield Tool & Equipment Re...	657646-0001	12/02/2025	Blanket - Air Compressor Rent...	290.13
Northport Auto Supply Co. Inc.	101002188	12/05/2025	Water Truck #8482 Filter	3.76
Brion Hardin Construction Co. ...	16588	12/08/2025	AGENDA (12/1/25) - Crane Re...	7,035.00
Bank of New York Mellon Cor...	2025-CWSRF-DL	12/08/2025	Debt Service Payment	1,991.85
Bank of New York Mellon Cor...	2025-CWSRF-DL Prinicipal Pay...	12/08/2025	Principal Payment	110,105.39
Empire Pipe and Supply Comp...	2228493	12/05/2025	1" Master Meters	1,910.00
Brenntag MidSouth Inc.	BMS71451	12/04/2025	Council Approved - Sodium Pe...	1,791.24
Tractor & Equipment Company	P76436	12/04/2025	Mini Ex #5435 Track Replace...	3,321.60
Cintas	4252006124	12/05/2025	PAyer # 14385521	26.62
Legacy Construction & Design ...	542-1	12/04/2025	Painting at Billing Office	4,142.00
Brenntag MidSouth Inc.	BMS73283	12/08/2025	Council Approved - Sodium H...	8,316.06
Alabama Power Company	INV0038389	12/08/2025	2760 44th Ave 13831-37069	175.44
Krebs Engineering Inc.	Proj 21050.08 Inv 23	12/09/2025	Council Approved - WWTP Slu...	2,745.10
Krebs Engineering Inc.	Proj 23037 Inv 12	12/09/2025	AGENDA (10/2/23) - TO 44 - C...	512.97
Krebs Engineering Inc.	Proj 23037 Inv 12	12/09/2025	AGENDA (10/2/23) - TO 44 - C...	7,377.03
Jasper Engines & Transmission...	15237067	12/09/2025	AGENDA (12/1/25) - Engine for..	6,543.00
Pace Analytical LLC	2520478967	12/05/2025	Blanket - WWTP Sample Testi...	357.20
Pace Analytical LLC	2520479044	12/05/2025	Blanket - WWTP Sample Testi...	598.10
Regions Bank	INV0038327	12/05/2025	2021 A WARRANTS - Decembe...	144,337.67
Regions Bank	INV0038330	12/05/2025	2016 WS SERIES - December 2...	26,212.50

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Regions Bank	INV0038331	12/05/2025	2021 A WARRANTS - Decembe...	16,779.00
Warrior Waste Services LLC	I18733	12/12/2025	AGENDA (10/6/25) - Sludge H...	1,100.00
Warrior Waste Services LLC	I18736	12/12/2025	AGENDA (10/6/25) - Sludge H...	660.00
Northport Auto Supply Co. Inc.	101001305	12/11/2025	Meter Truck #5413 Rear Brake...	262.36
Ferguson Enterprises LLC	1621809	12/09/2025	2 1/2" x 7" Repair Clamps	272.80
Empire Pipe and Supply Comp...	2229133	12/09/2025	Council Approved - 1" Meters	4,202.00
Lowe's Home Centers Inc.	94981	12/09/2025	Phillips Head Screw Drivers	2.07
Lowe's Home Centers Inc.	94981	12/09/2025	C Batteries	31.12
Consolidated Pipe & Supply C...	AL0945596	12/09/2025	1" Corp Stops	1,607.02
Consolidated Pipe & Supply C...	AL0945596	12/09/2025	1" Comp x 1" Swivel Curb Stops	1,880.60
Electric Machine Control Inc.	INV-1153	12/08/2025	Blower Repair at WWTP	650.00
Northport Auto Supply Co. Inc.	101003083	12/15/2025	Kubota Annual Service at WTP	141.68
Ferguson Enterprises LLC	1621807	12/11/2025	8" x 7" PVC Full Circle Repair C...	187.74
Ferguson Enterprises LLC	1621807	12/11/2025	8" x 7" DI Full Circle Repair Cl...	187.74
Empire Pipe and Supply Comp...	2229328	12/11/2025	3/4" Backflow Preventors	2,288.88
Cedar Chem LLC	39917	12/10/2025	Council Approved - Polymer fo...	3,485.36
Xerox Corporation	41299098WS	12/15/2025	Contract Charge 11/29-12/28...	133.91
Xerox Corporation	41299098WS	12/15/2025	Contract Charge 11/29-12/28...	221.74
Xerox Corporation	41299098WS	12/15/2025	Contract Charge 11/29-12/28...	133.91
Cintas	4252383652	12/09/2025	Payer # 14385564	28.64
Montgomery Scales & Systems	0289228-IN	12/10/2025	Lab Scale Balance Inspection a...	285.00
Southern Pipe & Supply	10588631-00	12/11/2025	1" Backflow Preventors	3,599.28
Southern Pipe & Supply	10561620-00	12/12/2025	Water Plug	155.00
ATS Hydraulics Inc	12841	12/17/2025	WWTP Backhoe #0182 Hydräu...	1,037.41
Living Water Utilities LLC	2888	12/12/2025	AGENDA (10/6/25) - Yearly Lab..	1,474.44
Alabama Power Company	INV0038640	12/12/2025	SB23192-17002 Utilities	88,244.10
Burnum-Hahn Exterminators I...	INV0038660	12/12/2025	Monthly Pest Control - Utilities	44.00
Wittichen Supply Co. Inc.	S108262431.001	12/12/2025	Thermostat for WTP Superint...	111.87
Pace Analytical LLC	2535703172	12/12/2025	AGENDA (10/6/25) - Yearly Lab..	1,369.00
Lowe's Home Centers Inc.	76767	12/15/2025	Blanket - Maintenance Tools...	31.78
Burnum-Hahn Exterminators I...	INV0038708	12/15/2025	Monthly Pest control	133.00
Northport Auto Supply Co. Inc.	101004538	12/18/2025	Water Truck #7892 Radiator &...	658.24
Brenntag MidSouth Inc.	BMS79746	12/17/2025	Council Approved - Sodium Pe...	1,791.24
Unifirst Corporation	1630512266	12/16/2025	AGENDA (10/6/25) - Employee..	807.96
Amazon Capital Services	1JMJ-6Q4X-N6YJ	12/17/2025	Waders	91.14
Amazon Capital Services	1JMJ-6Q4X-N6YJ	12/17/2025	Waders	104.49
Cintas	4253158035	12/16/2025	Payer # 14385564	28.64
One Source Office Products LLC	IN-QT-7805	12/17/2025	Signature Stamp for Jamie Dy...	28.00
Allied Universal Corporation	I3065065	12/18/2025	Council Approved - Hypo for ...	7,168.56
Cassady Company Inc The	Proj 25-107 Inv 7	12/09/2025	Prof. Eng. Services - Hightown...	1,350.00
Department 39 - Utilities Total:				1,572,362.70
Department: 40 - Williamson Cemetery				
Alabama Power Company	INV0038641	12/12/2025	SB23192-17002 PW	34.59
Department 40 - Williamson Cemetery Total:				34.59
Department: 43 - Incentives				
Alabama Donuts LLC	INV0038372	12/08/2025	Economic Incentive Payment	1,622.46
Department 43 - Incentives Total:				1,622.46
Department: 45 - 2019 Additional Sales Tax				
Navy Oaks Services LLC	1118	12/11/2025	Weed Abatement - 2513 Deerf..	400.00
Navy Oaks Services LLC	1119	12/11/2025	Weed Abatement - 22nd Stree...	1,200.00
Navy Oaks Services LLC	1120	12/11/2025	Weed Abatement - Magnolia ...	160.00
Navy Oaks Services LLC	1121	12/11/2025	Weed Abatement - 8915 High...	560.00
Cassady Company Inc The	Proj 25-114 Inv 4	12/08/2025	Hwy 69/Mitt Lary Utility Reloc...	2,500.00
Chambless King Architects LLC	25069	12/09/2025	RRP - Chambliss King Reimbur...	4,754.71
Regions Bank	INV0038326	12/05/2025	2023 GF SERIES - December 2...	231,700.63
TTL Inc.	2159310	12/10/2025	Streetscape Phase III - CE&I	23,647.10
TTL Inc.	2159535	12/10/2025	Prof. Services - Downtown Str...	15,682.50
TTL Inc.	2159538	12/10/2025	Preliminary Eng. - Hospital Dri...	6,651.00
TTL Inc.	2159541	12/10/2025	5th Street PE - Re-issue	3,303.55

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Payment Dates: 12/11/2025 - 12/30/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
TTL Inc.	2159594	12/10/2025	Amendment #4_TTL_Northpo...	4,969.00
TURNERBOONE ALABAMA LLC	33044	12/10/2025	RRP Team Store Fixtures	2,610.44
Knight Sign	66744	12/17/2025	RRP Council Plaque	3,821.00
Alabama Power Company	INV0038860	12/17/2025	APCO Undergrorund Utilities -...	101,180.32
Department 45 - 2019 Additional Sales Tax Total:				403,140.25

Department: 46 - Parks & Recreation

Northport Sports Complex De...	INV0038718	12/15/2025	Northport Sports Developmen...	35,000.00
Rumsey Environmental	7896755W081	12/09/2025	Tiger Field - portable sink & toi...	200.00
Rumsey Environmental	7897197W081	12/08/2025	Tiger Park - portable sink & toi...	250.00
One Source Office Products LLC	OE-QT-7835-1	12/05/2025	janitorial supplies for NPCC (B...	85.35
One Source Office Products LLC	OE-QT-7836-1	12/05/2025	janitorial supplies for Welcom...	47.02
SNAP Sports Tourism Consulti...	INV0038633	12/11/2025	SNAP Consulting Fees - North...	226.96
Building Specialties Co. Inc.	71252151	12/08/2025	repairs to UCP building autom...	1,270.00
Alabama Power Company	INV0038751	12/15/2025	300 River Run Park S 04279-8...	1,878.54
Alabama Power Company	INV0038754	12/15/2025	300 River Run Park S Baseball ...	7,004.28
Alatech Solutions LLC	103743	12/15/2025	- Monthly Maintenance & Sup...	1,975.00
Infomedia Inc	392393	12/17/2025	Monthly Maintenance for We...	195.00
Legacy Construction & Design ...	552-1	12/15/2025	CC APPROVED 12.1.25; Train ...	6,633.00
Legacy Construction & Design ...	552-2	12/15/2025	CC APPROVED 12.1.25; Train ...	2,356.00
One Source Office Products LLC	OE-QT-7835-2	12/17/2025	janitorial supplies for NPCC (B...	46.50
Department 46 - Parks & Recreation Total:				57,167.65

Grand Total: 2,622,608.02

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	1,050,245.32
50 - WATER & SEWER FUND	1,443,486.46
51 - WATER & SEWER DEVELOPMENT FEES FUND	128,876.24
Grand Total:	2,622,608.02

Account Summary

Account Number	Account Name	Payment Amount
01-10152	Accounts Receivable-AL...	13,214.20
01-13-100-50200	Travel & Training - Mayor	1,750.00
01-13-101-50245	Development Funds - Dis...	500.00
01-13-102-50245	Development Funds - Dis...	400.00
01-13-110-50104	Printing & Duplication	21.99
01-13-110-50312	Cell Phones	275.55
01-15-000-50102	Postage	436.00
01-15-000-50111	Software - License & Ma...	24,150.00
01-15-000-50112	Advertising	200.00
01-15-000-50175	Sundry Expense	279.34
01-15-000-50210	Professional Services	175.00
01-15-000-50250	Community Events	7,773.76
01-15-000-50312	Cell Phones	214.97
01-15-000-50357	Janitorial Contracts - City...	76.99
01-15-000-50383	Repair - Facilities	24.27
01-15-000-50456	Service Contracts	1,452.75
01-15-000-50501	Utilities - Power	6,878.11
01-15-000-50561	Pest Control	79.00
01-15-000-50570	Northport Community C...	1,875.07
01-15-000-50573	Civitan Park	633.95
01-15-000-50590	Utilities - Other	501.53
01-15-600-70008	Series 2016 Warrants	78,887.50
01-15-600-70010	Series 2021 B Warrants	48,668.63
01-16-000-50247	Outsourced Legal Servic...	28,194.40
01-16-000-50312	Cell Phones	120.67
01-17-000-50101	Subscriptions	103.95
01-17-000-50105	Office Supplies	125.98
01-17-000-50223	Translator Expenses	240.00
01-17-000-50312	Cell Phones	42.67
01-17-000-50373	Judicial Services - Court ...	625.00
01-17-000-50499	State & County Court Co...	42,147.64
01-21007	Security Deposits	900.00
01-22-000-50106	Office Equipment	2,648.46
01-22-000-50108	Equipment - Computers...	7,951.28
01-22-000-50109	Equipment - Routers & S...	2,441.02
01-22-000-50111	Software - License & Ma...	58,769.67
01-22-000-50210	Professional Services	380.00
01-22-000-50312	Cell Phones	567.81
01-22-000-50348	Utilities - Internet	10,286.60
01-22-000-50376	Service Contracts	2,240.00
01-22-000-50400	Training	375.00
01-25-000-50104	Printing & Duplication	144.10
01-25-000-50105	Office Supplies	798.00
01-25-000-50312	Cell Phones	201.33
01-26-000-50210	Professional Services	1,250.00
01-26-000-50312	Cell Phones	120.67
01-26-000-50340	Drug Testing - Random	1,823.00
01-28-000-50010	Hiring & Recruitment Ex...	43.04
01-28-000-50106	Office Equipment	583.00
01-28-000-50312	Cell Phones	448.34

Account Summary

Account Number	Account Name	Payment Amount
01-28-116-50112	Advertising - Planning C...	320.40
01-32-000-50312	Cell Phones	604.63
01-32-000-50503	Utilities - Power - Traffic ...	516.83
01-32-000-50504	Power - Street Lights	31,515.22
01-32-600-80001	Infrastructure	7,595.00
01-33-000-50100	Dues	550.00
01-33-000-50105	Office Supplies	453.35
01-33-000-50108	Equipment - Computers...	2,166.72
01-33-000-50111	Software - License & Ma...	3,250.00
01-33-000-50283	Uniforms	194.96
01-33-000-50288	Uniform Accessories	69.57
01-33-000-50312	Cell Phones	2,808.43
01-33-000-50361	Maintenance - Public Saf...	110.36
01-33-000-50363	Maintenance Contracts -...	105.69
01-33-000-50367	Maintenance & Repair - ...	3,551.12
01-33-000-50382	Repair - Public Safety C...	981.04
01-33-000-50502	Utilities - Power	6,993.40
01-33-000-50515	Decedent Transport	1,480.00
01-33-000-50522	Utilities - Natural Gas	20.37
01-33-000-50562	Pest Control	179.00
01-33-000-50563	Utilities - Power - Comm...	1,377.87
01-35-210-50105	Office Supplies	63.80
01-35-210-50231	Fire Prevention & Educat...	224.21
01-35-210-50238	Personal Safety Supplies	60.20
01-35-210-50297	Turn Out Gear	3,653.00
01-35-210-50312	Cell Phones	75.91
01-35-210-50410	Maintenance & Repair - ...	659.75
01-35-210-50500	Utilities - Power	3,688.14
01-35-210-50520	Utilities - Natural Gas	645.56
01-35-210-50560	Pest Control	286.00
01-35-211-50279	Living Quarters Supplies -..	55.60
01-35-211-50380	Repairs - Station 1	439.25
01-35-211-50434	Janitorial Supplies - Stati...	181.27
01-35-212-50380	Repairs - Station 2	97.36
01-35-212-50434	Janitorial Supplies - Stati...	217.17
01-35-213-50380	Repairs - Station 3	120.36
01-35-213-50434	Janitorial Supplies - Stati...	146.32
01-35-214-50279	Living Quarters Supplies -..	85.44
01-35-214-50360	Maintenance - Station 4	67.54
01-35-214-50434	Janitorial Supplies - Stati...	159.92
01-35-221-50242	Medical Supplies - Engin...	378.20
01-35-223-50242	Medical Supplies - Rescue	734.28
01-37-310-50010	Hiring & Recruitment Ex...	1,342.42
01-37-310-50104	Printing & Duplication	88.50
01-37-310-50105	Office Supplies	107.40
01-37-310-50238	Personal Safety Supplies ...	11.43
01-37-310-50256	GPS Tracking	1,928.61
01-37-310-50261	Uniform Shirts, Pants, &...	473.92
01-37-310-50265	Boots	136.49
01-37-310-50277	Janitorial Supplies	203.47
01-37-310-50303	Cleaning/Janitorial Suppl...	310.48
01-37-310-50305	Contract Services	1,504.12
01-37-310-50307	Tree Trimming Services	3,850.00
01-37-310-50312	Cell Phones	2,186.40
01-37-310-50337	Cleaning/Janitorial Suppl...	245.35
01-37-310-50353	Claims	1,391.20
01-37-310-50356	Cleaning/Janitorial Suppl...	507.05
01-37-310-50359	Fuel & Oil	898.31

Account Summary

Account Number	Account Name	Payment Amount
01-37-310-50400	Training	56.25
01-37-310-50451	Solid Waste Authority C...	31,574.72
01-37-310-50473	Auxiliary Services Suppli...	76.73
01-37-310-50500	Utilities - Power	4,576.90
01-37-310-50503	Power - Traffic Signals	3,326.73
01-37-310-50560	Pest Control	79.00
01-37-311-50234	Supplies - Beautification	1,178.24
01-37-311-50238	Personal Safety Supplies ...	15.23
01-37-311-50387	Supplies - Community Ev...	1,539.91
01-37-312-50234	Supplies - Construction	2,794.98
01-37-312-50238	Personal Safety Supplies ...	57.12
01-37-313-50234	Supplies - Garbage	484.54
01-37-313-50238	Personal Safety Supplies ...	64.73
01-37-314-50234	Supplies - Maintenance	73.47
01-37-314-50238	Personal Safety Supplies ...	11.43
01-37-315-50234	Supplies - Rights of Way	1,437.14
01-37-315-50238	Personal Safety Supplies ...	76.12
01-37-316-50234	Supplies - Shop	86.79
01-37-316-50238	Personal Safety Supplies ...	11.43
01-37-317-50234	Supplies - Trash	276.68
01-37-317-50238	Personal Safety Supplies ...	64.73
01-37-318-50360	Maintenance - Public W...	16.94
01-37-318-50380	Repairs - Public Works B...	182.70
01-37-320-50360	Maintenance - Garbage ...	253.91
01-37-320-50380	Repairs - Garbage Trucks	55.99
01-37-321-50360	Maintenance - Heavy Eq...	0.00
01-37-321-50380	Repairs - Heavy Equipm...	249.85
01-37-322-50360	Maintenance - Heavy Tr...	280.38
01-37-322-50380	Repairs - Heavy Trucks	327.49
01-37-323-50360	Maintenance - Trash Tru...	409.36
01-37-323-50380	Repairs - Trash Trucks	159.22
01-37-324-50360	Maintenance - Light Duty..	1,225.65
01-37-324-50380	Repairs - Light Duty Vehi...	181.85
01-37-326-50380	Repairs - Mowers & Light..	9.30
01-37-328-50234	Supplies - Traffic	32.55
01-37-328-50238	Personal Safety Supplies ...	7.62
01-37-331-50227	Equipment-Recycling	2,497.74
01-37-331-50234	Supplies-Recycling	260.40
01-37-331-50238	Personal Safety Supplies...	60.92
01-37-331-50360	Maintenance - Recycling...	0.00
01-37-600-80004	Grant Assets	89,472.00
01-40-000-50500	Utilities - Power - Willia...	34.59
01-40121	NPCC Rental Income	625.00
01-43-000-60904	Alabama Donuts, LLC	1,622.46
01-45-000-54004	Recreational Facilities	16,155.15
01-45-000-54007	Series 2023 Warrants	231,700.63
01-45-000-54101	Nuisance Abatement	2,320.00
01-45-000-54306	5th Street Improvements	3,303.55
01-45-000-54311	Hospital Drive	6,651.00
01-45-000-54400	Economic & Community ...	2,500.00
01-45-600-54201	Downtown Streetscape	140,509.92
01-46-000-50570	Northport Community C...	131.85
01-46-000-50572	UCP Building	1,270.00
01-46-000-50574	Tiger Park	250.00
01-46-000-50575	Visitor's Center	47.02
01-46-000-50579	Tiger Field	200.00
01-46-000-50580	Train Depot	8,989.00
01-46-400-50111	Software - License & Ma...	195.00

Account Summary

Account Number	Account Name	Payment Amount
01-46-400-50210	Professional Services	37,201.96
01-46-400-50500	Utilities - Power	8,882.82
50-39-510-50106	Office Equipment	143.94
50-39-510-50261	Contract Shirts and Pants	920.50
50-39-510-50305	Contract Services	800.37
50-39-510-50312	Cell Phones	1,657.37
50-39-510-50376	Service Contracts	575.45
50-39-510-50385	Raw Water Purchases	56,831.45
50-39-510-50394	Repairs - Heavy Equipm...	4,766.19
50-39-510-50396	Repairs - Vehicles	7,467.36
50-39-510-50500	Utilities - Power	88,419.54
50-39-510-50550	Pest Control	177.00
50-39-510-50590	Utilities - Other	136.14
50-39-511-50105	Office Supplies	28.00
50-39-511-50106	Office Equipment	321.01
50-39-511-50336	Repairs	4,142.00
50-39-511-50470	Billing Services	10,125.30
50-39-512-50106	Office Equipment	137.13
50-39-512-50300	Chemicals	7,168.56
50-39-512-50336	Repairs	111.87
50-39-512-50360	Maintenance	66.12
50-39-512-50454	Testing & Professional S...	2,663.12
50-39-512-50473	Inventory Supplies	141.68
50-39-513-50214	Professional Engineering...	512.97
50-39-513-50300	Chemicals	24,692.16
50-39-513-50323	Sludge Disposal	8,605.44
50-39-513-50336	Repairs	650.00
50-39-513-50360	Maintenance	81.78
50-39-513-50430	Equipment Rental	7,035.00
50-39-513-50454	Testing & Professional S...	2,714.74
50-39-514-50309	Hand Tools and Equipm...	2.07
50-39-514-50321	Safety Equipment	195.63
50-39-514-50430	Equipment Rental	290.13
50-39-514-50431	Construction & Repair S...	10,024.06
50-39-514-50473	Inventory Supplies	31.12
50-39-514-50477	Water Meters	6,112.00
50-39-515-50214	Professional Engineering...	7,377.03
50-39-515-50431	Construction & Repair S...	155.00
50-39-600-70008	Series 2016 Warrants	26,212.50
50-39-600-70010	Series 2021 A Warrants	144,337.67
50-39-600-81409	Hightown Water Tank	1,350.00
50-39-600-81410	WTP Master Plan	64,501.26
50-39-600-81507	Vineyards Pump Station ...	4,642.40
50-39-600-81508	PS#2 Gravity Main/New...	938,959.10
50-39-600-81517	9th Street Sewer Replac...	5,459.20
50-39-600-81601	ARPA WWTP - Sludge Pr...	2,745.10
51-39-600-70010	Series 2021 A Warrants	128,876.24
Grand Total:		2,622,608.02

Project Account Summary

Project Account Key	Payment Amount
None	2,622,608.02
Grand Total:	2,622,608.02



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

AGENDA ITEM NO. 9.c.3.

MEETING DATE: January 5, 2026

**SUBJECT: Purchase Requisition, ERP Pro ExecuTime Module, Tyler Technologies,
\$16,263.48**

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Whitney Bostick

Approved By: Darren McGee

Summary:

This is for ExecuTime Time & Attendance module in ERP Pro 10. This is a budgeted expense.

Recommendation:

To approve the request.

Funding Source/GL Code:

GL Code No. 01-25-000-50111 Amount: \$16,263.48

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$16,263.48 to 01-25-000-50111.



Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Questions:
Phone: 1-800-772-2260 Press 2
Email: ar@tylertech.com

INVOICE

Document No.	Date	Page
CI100-00236793	11/30/25	1 of 1



Bill To: NORTHPORT, AL CITY OF
3500 MCFARLAND BLVD.
NORTHPORT, AL 35476

Delivery To: NORTHPORT, AL CITY OF
3500 MCFARLAND BLVD.
NORTHPORT, AL 35476

Cust #	Bill to Address ID	Delivery Address ID	Currency	Terms	Due Date
48323	LOC000026878	LOC000026878	USD	Net45	1/14/2026
Cust PO#	Sales Order		Billing Schedule		
	SBI1000-000002510		201-2022281394		

Contract Date	Description	Quantity	Unit Price	Extended Price
12/20/21	Time & Attendance Mobile Access License - Subscription 01/01/2026 - 12/31/2026	1	\$1,739.91	\$1,739.91
12/20/21	Time & Attendance - Subscription 01/01/2026 - 12/31/2026	1	\$14,523.57	\$14,523.57

RECEIVED
DEC 10 2025
BY: _____

ATTENTION Order your checks and forms from Tyler Business Forms at 877-749-2090 or Tylerbusinessforms.com to guarantee 100% compliance with your software.	Subtotal	\$ 16,263.48
	Sales Tax	\$0.00
	Total	\$ 16,263.48



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

AGENDA ITEM NO. 10.b.1.

MEETING DATE: January 5, 2026

SUBJECT: Second 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: X

New Business:
First Reading:

Consent Agenda:
Second Reading: X

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. The first reading was December 15, 2025. The resolution is before you tonight for a second reading and public hearing.

Recommendation:

That you adopt the resolution.

Funding Source/GL Code:

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

Motion for Consideration:

I move to adopt the resolution consenting to the vacation of right-of-way for a portion of Park Court in the City of Northport.

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. 26-

**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: Conger
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

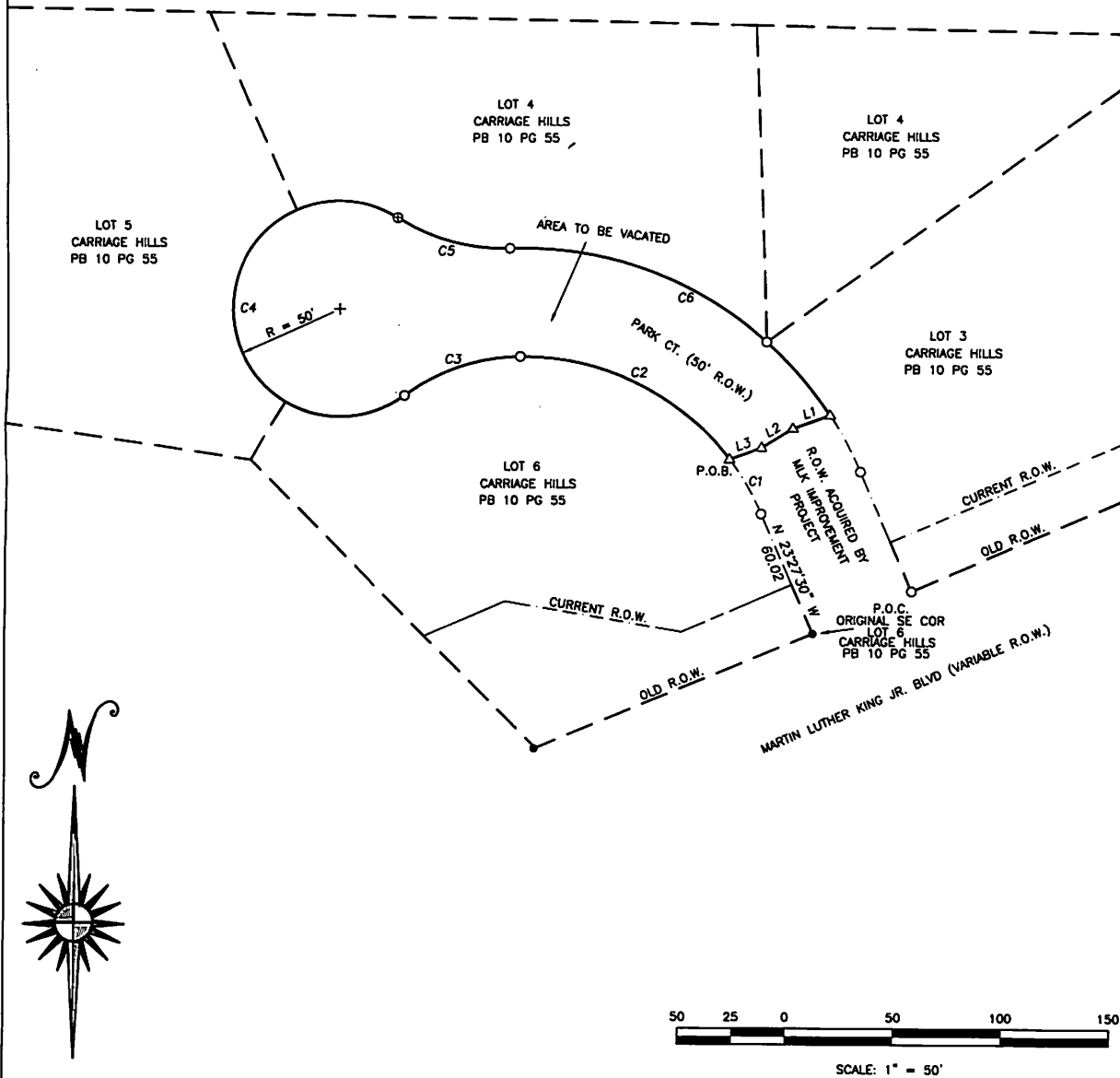
NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BRG
C1	13°57'57"	120.50	29.37	29.30	N 30°20'13" W
C2	55°02'04"	120.50	115.74	111.35	N 64°50'13" W
C3	34°42'29"	90.50	54.82	53.99	S 70°17'30" W
C4	249°24'58"	50.00	217.66	82.21	N 02°21'15" W
C5	34°42'29"	90.50	54.82	53.99	S 75°00'01" E
C6	58°56'14"	170.50	175.38	167.75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



SCALE: 1" = 50'



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. 10.c.1.

MEETING DATE: January 5, 2026

SUBJECT: Second Reading, Ordinance Ordering Demolition of an Unsafe Structure located at 3905 Hunter Creek Road

Unfinished Business:
Public Hearing: X

New Business:
First Reading:

Consent Agenda:
Second Reading: X

Prepared By: Katelyn Lesley

Approved By: Julie Ramm

Summary:

The Chief Building Official has found that the structure located at 3905 Hunter Creek Road is unsafe and dangerous to public health. The City Council agreed to table this item on June 2, 2025, and September 22, 2025, to give the owner time to remedy the deficiencies. During this time, the owner has obtained a building permit, submitted a list of repairs to be completed, and has begun work to bring the structure up to building code. The owner has made progress, but the work has not been completed. All necessary procedures have been followed pursuant to Act No. 80-410.

Recommendation:

Staff is recommending a 90-day extension.

Funding Source/GL Code:

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

Motion for Consideration:

Motion to table this item until April 6, 2026, to give the owner time to complete necessary repairs to the structure located at 3905 Hunter Creek Road.

ORDINANCE NO.

ORDINANCE ORDERING DEMOLITION OF UNSAFE STRUCTURES

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

3905 Hunter Creek Road, Northport, AL 35473

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

WHEREAS, on the _____ day of _____, 2026, a public hearing was held by the Northport City Council, at which time the Chief of Building Inspections for the City of Northport appeared and set forth reasons for his findings.

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

1. That the Northport City Council finds that the following building, structure, or part thereof, or party wall or foundation, in the City of Northport, to-wit: **3905 Hunter Creek Road, Northport, AL 35473** is unsafe, dangerous, offensive or injurious to the public health, comfort or welfare of the community to the extent that it is a public nuisance.
2. That the aforementioned building, structure, or part thereof, or party wall or foundation, is hereby ordered demolished, pursuant to the terms and conditions of Sections 11-53B-1, et seq., Code of Alabama (1975), as amended.
3. The provisions of this Ordinance are separable. If any part or parts of this Ordinance are declared unconstitutional or otherwise invalid by a court of competent jurisdiction, the remaining part or parts thereof shall continue in full force and effect.
4. This Ordinance expressly does not repeal any other provisions of the Code of Ordinances of the City of Northport, Alabama.
5. This Ordinance shall become effective immediately upon its passage or otherwise becoming law.

ORDAINED AND DONE this ____ day of _____ 2026.

CITY COUNCIL OF THE CITY OF
NORTHPORT

BY: _____
Jamie Dykes, Its President

ATTEST:

Tera Tubbs, City Administrator-Clerk

APPROVED this the ____ day of _____ 2026

Dale Phillips, Mayor

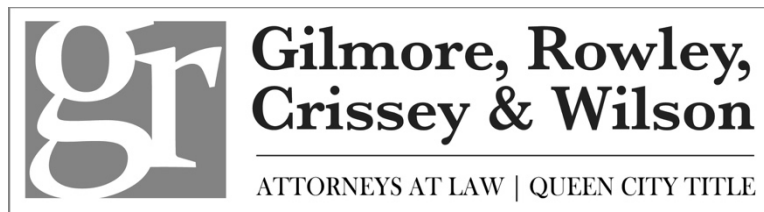
I hereby certify that the above and foregoing Ordinance was published on _____, in the Northport Gazette, a newspaper of general circulation published in the City of Northport.

Tera Tubbs
City Administrator-Clerk

1st Reading: December 16, 2024
Motion:
2nd Reading: January 5, 2026
Motion By:
Second By:
Publication:

W. Ivey Gilmore, Jr.
Adrian M. Rowley
Laura J. Crissey
T. Wade Wilson
Walter Hayes

Tara R. Carpenter
Queen City Title Manager



October 22, 2024

VIA EMAIL TO tmitchell@cityofnorthport.org

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

**RE: Request for Title Report
3905 Hunter Creek Rd Northport AL 35473**

Dear Tyler:

Per your request, we have examined title from March 19, 1985 through October 15, 2024 and offer the following summary on the above referenced property. Copies of referenced documents may be provided upon request.

Address: 3905 Hunter Creek Rd Northport AL 35473

Tax Id: 63 31 02 03 4 001 037.000

Legal: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF AS IF SET OUT FULLY AT THIS POINT.

Assessed to: Mark A. Guy
13316 Hwy 171
Northport, AL 35475

Tax Amount: Property taxes for 2024 in the amount of \$619.85 are currently due and payable.

Sender's email: rowley@gilmorerowley.com
1905 7th Street | Tuscaloosa, AL 35401 | www.gilmorerowley.com
(205) 752-8338 (Law Firm) | (205) 686-1516 Fax (Law Firm)
(205) 759-4102 (Queen City Title) | (205) 523-8228 Fax (Queen City Title)

Title: The source deed for the property is that certain warranty deed, **Susan Dianne Deavours Welch**, an, unmarried woman; **Jo Allison Deavours Sweigard**, an unmarried woman; **Edwin Scott Deavours** a married man; **James K. Harkins, III** a married man; **Sheppard M. Harkins**, an unmarried man; **Alexandria Deavours Hoffman**, a married woman; and Brandon Deavours an unmarried man to **Mark A. Guy**, dated March 28, 2018 and recorded on April 10, 2018 in Deed Book 2018, at Page 7220 in the Probate Office of Tuscaloosa County, Alabama.

Mortgages: None.

Judgments
/ Liens: None.

In addition to the matters set forth above, interests in the property reviewed will be subject to the following exceptions:

1. Any encroachments, overlaps, unrecorded easements, deficiency in quantity of grounds, or any matters not of record, which would be disclosed by an accurate and/or up-to-date survey and inspection of the premises;
2. All property taxes on this parcel;
3. There are no recorded municipal or zoning assessments against these properties; however, you are charged with the knowledge of any such assessment and/or improvement that may give rise to an assessment that would be known upon inspection of the properties;
4. All rights of way, easements and restrictive covenants applicable to this property recorded in the Probate records of Tuscaloosa County;
5. We do not make any representation with regard to lack of corporate authority in the event a corporation or other entity is in the chain of title;
6. We do not make any representation with regard to any state of facts constituting an objection to title or use of the properties by virtue of any non-compliance with state and local zoning or subdivision statutes and ordinances;
7. Rights of parties in possession other than the record owner(s);
8. All reservation of oil, gas and mineral interests reserved by prior grantors or owners of these properties;

9. We have not requested or preformed an environmental audit and make no such representations regarding the same as to the past or present condition of the properties for hazardous substances;
10. We do not make any representation with regard to the exact amount of acreage or square feet contained in the property;
11. We do not make any representation with regard to mineral and mining rights; and
12. We do not make any representation with regard to the legal right of access to and from the property.

The summary herein is limited to the matters expressly set forth in this letter. No other opinions should be inferred beyond the matters expressly stated herein. This opinion is given as of the effective date below. This opinion is furnished to you solely in connection with the transaction or matters described above and may not be relied upon by anyone other than the addressee.

If you require additional information, please let me know and we will further investigate title to this property.

This report is made effective as of **8:00 a.m. October 15, 2024.**

Very truly yours,

/s/ Adrian M. Rowley

Adrian M. Rowley

cc: Ronald L. Davis (*via email*)

EXHIBIT "A"
LEGAL DESCRIPTION

A part of the Southeast Quarter of the Southeast Quarter of Section 3, Township 21 South, Range 10 West, Tuscaloosa County, Alabama, being more particularly described as follows: As the Point of Beginning, start at an iron pipe found on the east right of way margin of Hunter Creek Road, said right of way being measured 40 feet from centerline, said point also being the southwest corner of the Southeast Quarter of the Southeast Quarter of Section 3; thence run northwardly and along the west line of said Quarter Quarter and the east right of way margin of said Hunter Creek Road, 208.29 feet to a 1/2 inch capped rebar set; thence with an interior angle left of 88 degrees, 09 minutes, 46 seconds, run eastwardly 190.54 feet to an iron pipe found; thence with an interior angle left of 92 degrees, 36 minutes, 52 seconds, run southwardly 208.40 feet to an iron pipe found on the Section line of Sections 3 and 10; thence with an interior angle left of 87 degrees, 23 minutes, 08 seconds, run northwestwardly and along said Section line for a distance of 193 .3 7 feet to the Point of Beginning, thus making a closing interior angle left of 91 degrees, 50 minute, 14 seconds. Said Parcel containing 0.92 acres, more or less.

ACCESS EASEMENT

An access easement lying in and running across part of the Northeast Quarter of the Northeast Quarter of Section 10, Township 21 South, Range 10 West, Tuscaloosa County, Alabama, being more particularly described as follows: Begin at an iron pipe found on the east right of way margin of Hunter Creek Road, said right of way being measured 40 feet from centerline, and the southwest corner of the Southeast Quarter of the Southeast Quarter of Section 3; thence run eastwardly along the Section line of Section 3 and 10 for a distance of 62. 78 feet to a calculated point; thence with an interior angle left of 42 degrees, 18 minutes, 18 seconds, run southwestwardly 56. 79 feet to a calculated point; thence with an interior angle left of 222 degrees, 11 minutes, 21 seconds, run southwestwardly 37 .08 feet to a calculated point; thence with an interior angle left of 157 degrees, 10 minutes, 05 seconds, run southwestwardly 21.33 feet to a calculated point on the east right of way margin of said Hunter Creek Road; thence with an interior angle left of 32 degrees, 39 minutes, 49 seconds, run northwardly along said right of way 94.17 feet to the Point of Beginning, thus making a closing interior angle left of 85 degrees, 40 minutes, 26 seconds. Said Easement containing 0.05 acres, more or less.



NOTICE OF MEETING OF NORTHPORT CITY COUNCIL
TO DECLARE CERTAIN STRUCTURES UNSAFE, ETC.

PURSUANT to Article II (Demolition of Unsafe Buildings) of the Northport City Code, the Building Inspector for the City of Northport has found that the structure(s), building(s), party wall(s) and/or foundation(s), or parts thereof, located at **3905 Hunter Creek Road** in the City of Northport, which real property was last assessed for state taxes by **Mark A. Guy.**, is unsafe, dangerous, offensive or injurious to the public health, comfort or welfare to the extent that it is a public nuisance.

All persons, firms, associations and corporations owning an interest in said real property are hereby called upon to do the following with respect to said structure(s), building(s), party wall(s) and/or foundation(s): (1) remedy the unsafe or dangerous condition of such building(s) or structure(s); (2) demolish the same within a reasonable time but no later than 45 days from the date of this notice; or (3) suffer such building(s) or structure(s) to be demolished by the City with the cost thereof plus the cost of all legal notices to be assessed against the property.

On the **16th day of December 2024**, the Northport City Council will hold a public meeting at Northport Municipal Court Room at the Public Safety Building located at, 3721 26th Avenue., Northport, Alabama 35476, to determine whether or not such building(s) or structure(s) is unsafe, dangerous, offensive, or injurious to the public health, comfort or welfare to the extent it is a public nuisance. All parties who wish to object to the Building Inspector's findings may do so by filing a written objection with the City Administrator, P.O. Box 569, Northport, Alabama 35476 and/or by attending said hearing in person. All parties who wish to object to the Building Inspector's findings at said hearing in person must request the same in writing at least five (5) calendar days prior to said hearing.

Tyler Mitchell, Chief Building Inspector



CITY OF NORTHPORT

OWNER: Mark A. Guy

MAILING ADDRESS: 13316 Highway 171, Northport, AL 35475

LOCATION OF STRUCTURE: 3905 Hunter Creek Road, Northport, AL 35473

October 29, 2024

NOTICE

DO NOT REMOVE

This is to notify you that an examination was made at the above designated building or structure, and it was found to be unfit for human habitation. Specifically, the defects will be noted on Exhibit "A" in letter to owner.

Notice is hereby given that the building or structure is declared to be unfit for human habitation and declared to be a nuisance under the authority of the Alabama Code Section 11-53B-1, et seq.

Unless the defects noted in Exhibit "A" are correct within forty-five (45) days from the date of this notice, said building or structure will be repaired or demolished, and the costs of doing so will be assessed against the property.

If you wish to contest any of the above findings, you may do so by filing a written request for a hearing before the City Council. Such request must be filed no later than thirty (30) days from the date of this Notice.

BUILDING OFFICIAL

EXHIBIT "A"
CONDEMNATION REPORT

JOB LOCATION: **3905 Hunter Creek Road, Northport, AL 35473**
OWNER: **Mark A. Guy**

PROPERTY MAINTANANCE CODE

X Main Dwelling	301
Accessory Structure	302.7
Foundations:	304.1.1/304.5
X Foundation Wall Damaged	
Foundation Piers Damaged	
Footings Damaged	
Sill Plates	304.1.1(7)
X Foundation Sill Rotted	
Floor Joist	304.1.1(9)
Floor Joist Sagging	
Floor Joist Rotted	
Exterior Wall	304.1.1(10)/304.6
X Weather Boarding Rotted	
Bearing Wall Sagging	
X Bearing Wall Rotted	
Interior Floors Ceiling	305/305.1.1/305.3
X Flooring Rotted/Cracks/Holes	
X Ceiling Rotted/Cracks/Holes	
Roof	304.1.1(8)
X Rafters Sagging	
X Rafters Rotted	
X Roof Decking Rotted	
X Eaves Rotted	
Windows	304.13.1
X Windows Rotted	
X Glazing Broken in Windows	
Stairs	304.1.1(12)/304.10
Stairway Component Structurally Unsound	
Electrical Wiring	604/605
Wiring system unsafe	
Sanitation Requirements	308.1/501/505/506
No Potable Water	
Rubbish under/around Building	
Improper Plumbing Fixtures	



Mayor • Dr. John Hinton

Council Members

District 1 • Christy Bobo

District 2 • Woodrow Washington, III

District 3 • Karl Wiggins

District 4 • Jamie Dykes

District 5 • Anwar Aiken

City Administrator • Glenda D. Webb

October 29, 2024

Mark A. Guy

13316 Highway 171

Northport, AL 35475

**RE: NOTICE OF UNSAFE STRUCTURE AT – 3905 Hunter Creek Road, Northport, AL 35473
TAX PARCEL I.D. # 63-31-02-03-4-001-037.000**

To Whom It May Concern:

This letter is to notify you pursuant to Article II (Demolition of Unsafe Buildings) of the Northport City Code that I have inspected the structure(s) located on the above-referenced property and determined that said structure(s) is unsafe, dangerous, offensive or injurious to the public health, comfort and welfare to the extent it is a public nuisance. I have enclosed with this letter a photograph of the subject structure(s).

You have forty-five (45) days from your receipt of this notice to either remedy all unsafe conditions as more particularly described on the attached list or to demolish and remove said structure and all associated debris. If the repairs cannot be made in that time period, you must submit a work plan within forty-five (45) days, which shall be subject to the City's approval. If at the end of such forty-five (45) day period an unsafe structure, or portion thereof, remains on the subject property, I will recommend to the City Council at its next regularly scheduled meeting that said structure(s) be demolished by the City and a lien in the form of a special assessment be placed against the parcel upon which said structure(s) is presently located.

If the City is forced to demolish the subject structure(s) and a special assessment is placed against the parcel upon which it is located, the special assessment must be paid within thirty (30) days of its being approved by the City Council in accordance with Alabama Code, Section 11-53B-7. If it is not paid, the City will consider proceeding to collect the assessment as provided in Section 11-53B-8, Code of Alabama (1975), as amended, which may include the sale of said parcel at public auction.

Mark A. Guy
October 29, 2024
Page Two

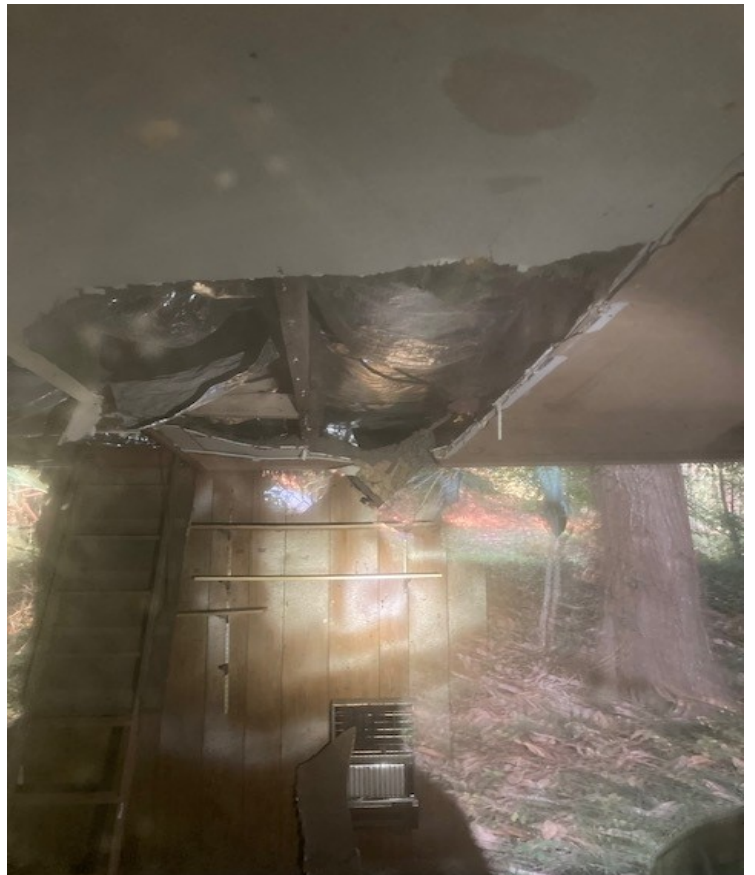
Please contact me at 339-7000 if you have any questions.

Sincerely,

Tyler Mitchell
Chief Building Official

Enclosures: (Photograph and Inspection Report)

cc: City Administrator















Mayor • Dr. John Hinton

Council Members

District 1 • Christy Bobo

District 2 • Woodrow Washington, III

District 3 • Karl Wiggins

District 4 • Jamie Dykes

District 5 • Anwar Aiken

City Administrator • Glenda D. Webb

CITY OF NORTHPORT

CERTIFICATION OF RECORD

I, Glenda D. Webb, as the City Administrator/Clerk of the City of Northport, Alabama, do hereby certify that the foregoing is a true copy of:

Ordinance: _____ Entitled: Ordinance ordering demolition of unsafe structures located at 3905 Hunter Creek Road.

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

I further certify that the said original was duly adopted by the Northport City Council in public session on _____ 2025, a quorum being present, as recorded in the official minutes of the City Council.

Certified this _____ day of _____, 2025.

S E A L

Glenda D. Webb
City Administrator/Clerk



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

AGENDA ITEM NO. 10.d.1.

MEETING DATE: January 5, 2026

SUBJECT: Aldi Inc (Alabama) - ABC License

Unfinished Business:

Public Hearing: X

New Business:

First Reading:

Consent Agenda:

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 **David Karl Behm of Elmhurst, IL** and **Phillip James Beattie of Sugar Grove, IL** of:

Aldi Inc. (Alabama)

dba Aldi Lox 247

13620 Hwy 43 North

Northport, AL 35475

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

Recommendation:

It is recommended that the council approve this application.

Funding Source/GL Code:

Motion for Consideration:



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

To: The Alabama Alcoholic Beverage Control Board

_____ located at _____

Northport, Alabama _____ applied to the City of Northport, Alabama for the
following type(s) of license(s):

_____.

Said application was Approved Disapproved

I certify the above is an official action of the Northport City Council at their regular
special meeting held on _____.

Tera Tubbs
City Administrator

Date



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

NOTICE

THE UNDERSIGNED HAS MADE APPLICATION TO THE CITY COUNCIL OF THE CITY OF
NORTHPORT FOR

FOR THE PREMISES LOCATED AT

_____ NORTHPORT, ALABAMA.

A PUBLIC HEARING WILL BE HELD BY THE CITY COUNCIL IN THE COUNCIL
CHAMBERS AT NORTHPORT CITY HALL AT _____ P.M. ON THE
_____ DAY OF _____, _____.

NAME OF APPLICANT AS IT APPEARS ON THE STATE ABC BOARD APPLICATION



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

THE UNDERSIGNED HAS MADE APPLICATION TO THE CITY COUNCIL OF THE CITY
OF NORTHPORT FOR

FOR THE PREMISES LOCATED AT

_____ NORTHPORT, ALABAMA.

A PUBLIC HEARING WILL BE HELD BY THE CITY COUNCIL IN THE COUNCIL
CHAMBERS AT NORTHPORT CITY HALL AT _____ P.M. ON THE _____
DAY OF _____, _____.

NAME OF APPLICANT AS IT APPEARS ON THE STATE ABC BOARD APPLICATION

RUN THE ABOVE AD IN THE TUSCALOOSA NEWS ON THE FOLLOWING DATES:

CHECK WITH THE TUSCALOOSA NEWS FOR THEIR DEADLINE TO SUBMIT THIS
AD FOR PUBLICATION THE DATES LISTED ABOVE AT 205-722-0155.