

NORTHPORT CITY COUNCIL MEETING
MONDAY, MARCH 2, 2026
5:30 PM

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. PRESENTATIONS

- a. Proclamation Recognizing West Alabama Fellowship of Christian Athletes
- b. Proclamation Recognizing Gypsy River Apparel as March Business of the Month

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 adopting amendments to the Zoning Ordinance - Julie Ramm
- 2. First Reading, Ordinance annexing 1.27 acres located south of Old Union Chapel Road and west of Union Chapel Road - Julie Ramm
- 3. First Reading, Ordinance approving a Conditional Use for property located at 2403 10th Street - Julie Ramm
- 4. First Reading, Ordinance Adopting FY2026 General Fund and Water & Sewer Capital Budgets - Darren McGee

b. Resolutions of a Temporary Nature

- 1. Resolution Ratifying Application for the Alabama Recycling Fund Grant Through the Alabama Department of Environmental Management - Brad Matthews
- 2. Resolution Authorizing the City Administrator to Execute revised NESC and NEC Lighting Service Agreements with Alabama Power for Roadway, Parking Lot, and Promenade Lighting at River Run Park - Brad Matthews
- 3. Resolution Authorizing Application for the 2026 AARP Community Challenge Grant - Brad Matthews
- 4. Resolution Authorizing the City Administrator to Execute Amendment No. 5 to the Master Services Agreement with TTL, Inc. for the Sports and Recreation Complex at Northport Shore - Brad Matthews
- 5. Resolution authorizing the City Administrator to execute a Temporary Use Agreement with Warrior Baseball and Northport Fastpitch - Kim King
- 6. Resolution Designating Official Voting Delegates for the 2026 Alabama League of Municipalities Annual Convention - Tera Tubbs
- 7. Resolution Authorizing the City Administrator to enter into a contract with Vertiv Corporation for maintenance of the Public Safety radio communications system batteries - Gerald Burton
- 8. Resolution Authorizing Water Service Outside the City Limits for Property Located at Tilly Branch Road Lot 1 - Ron Davis
- 9. Resolution Awarding Bid File No. 26-01 for Furnishing of Grounds Maintenance for Williamson Cemetery - Brooke Starnes
- 10. Resolution Awarding Bid File No. 26-02 for Buckhead Drainage Way Clean-up - Brooke Starnes
- 11. Resolution Awarding Bid File No. 26-03 for As Needed Drainage Pipe Rehab - Brooke Starnes

12. Resolution Awarding Bid File No. 26-04 for Tree Removal Services - Brooke Starnes
13. Resolution Rejecting All Bids Received for Bid No. 26-05 for the Furnishing of Custodial Services for Northport Community Center - Brooke Starnes

c. Consent Agenda

1. Minutes, February 16, 2026 - Tera Tubbs
2. Bill Listing - Tera Tubbs
3. Purchase Requisition, Outsourced Legal Services, Bradley, Arant, Boult, Cummings, LLP, \$10,316.25 - Ron Davis
4. Purchase Requisition, Replacement Computers for Utilities, ByteSpeed, \$5,200.00 - John Webb
5. Purchase Requisition, Audit Invoice, Rivertree Systems Inc., \$10,875.00 - Darren McGee
6. Purchase Requisition, Public Safety Radio Battery Maintenance, \$6,238.00 - Gerald Burton
7. Purchase Requisition, Metro Jail Bill, \$42,157.50 - Gerald Burton
8. Purchase Requisition, VPN Software Renewal, CDW Government, \$10,687.50 - Scott Murphy
9. Purchase Requisition, 2026 Computer Replacement Project, ByteSpeed, \$7,800.00 - Scott Murphy
10. Purchase Requisition, 2026 Computer Replacement Project, ByteSpeed, \$14,300.00 - Scott Murphy
11. Purchase Requisition, New Transmission for Trash Truck #2370; The W.W. Williams Company, Birmingham, \$11,305.60 - Brooke Starnes

10. PUBLIC HEARINGS

a. Engineering

b. Legal Department

1. Resolution authorizing the City Administrator to Execute ABC Approval Letter to Crimson Spirits, LLC d/b/a Crimson Spirits for Sale of Consumable Hemp Products - Kim King

c. Planning Inspections Department

1. Second Reading, Ordinance annexing 1.90 acres at 4023 68th Avenue - Julie Ramm
2. Second Reading, Ordinance Ordering Demolition of an Unsafe Structure located at 3905 Hunter Creek Road - Julie Ramm

d. Police Department

11. CITY ADMINISTRATOR'S BUSINESS

12. MAYOR & COUNCIL MEMBER'S BUSINESS

13. ADJOURNMENT



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

AGENDA ITEM NO. 9.a.1.

MEETING DATE: March 2, 2026

SUBJECT: First Reading, Ordinance adopting amendments to the Zoning Ordinance

Unfinished Business:

Public Hearing:

Prepared By: Julie Ramm

New Business:

First Reading: X

Approved By: Julie Ramm

Consent Agenda:

Second Reading:

Summary:

The City of Northport is proposing amendments to the zoning ordinance. These amendments follow a quarterly review of the zoning ordinance that was adopted on December 16, 2024. These updates serve to correct errors, clean up and clarify minor issues that have been discovered since adoption. The updates are highlighted in the attachment. A summary of changes is also included in your packet.

Recommendation:

This item comes with a positive recommendation from the Planning Commission.

Funding Source/GL Code:

GL Code No. Amount: \$

Motion for Consideration:

None needed for a first reading.

ORDINANCE NO. _____

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

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

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

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

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

1. The City of Northport proposed amendments the Northport Zoning Ordinance as set forth in Exhibit "A" attached hereto.
2. This Ordinance shall become effective immediately upon passage and publication.
3. All Ordinances, Resolutions, or parts thereof conflicting in any manner herewith are hereby repealed.

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

ADOPTED this the _____ day of _____, 2026.

CITY COUNCIL OF THE
CITY OF NORTHPORT

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: March 2, 2026
Motion:
2nd Reading: March 23, 2026
Motion By:
Second By:
Publication:

EXHIBIT “A”

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§1.04 Establishment of Zoning Districts

The City of Northport, Alabama is hereby divided into zoning districts of such number and character as are necessary to achieve compatibility of uses within each district, to implement the Official Zoning Map of Northport, and to serve the other purposes of this Ordinance.

1.04.01 General Districts

- | | |
|--------------------------------|------------------|
| A. Residential "Single Family" | RS-1, RS-2, RS-3 |
| B. Residential "Multifamily" | RM |
| C. Office-Institutional | O-I |
| D. Commercial | C-2, C-3, C-6 |
| E. Manufacturing | M-1, M-2 |

1.04.02 Special Purpose Districts

- | | |
|--------------------------------------|---|
| A. Agricultural | AG |
| B. Recreational District | REC |
| C. Special District | SD |
| D. Special Corridor Overlay District | |
| E. Downtown Districts. | Refer to §6.05 Downtown Districts for list of individual districts. |

1.04.03 Carryover Districts. The following are zones shown on the Zoning Map, however, they may not be expanded and no new areas may be assigned these zoning designations. Existing properties within these zones may continue as they exist subject to the regulations applicable to them at the time they were assigned such zoning classifications.

- | |
|--|
| A. Residential RS-4 |
| B. Mobile Home Park MHP |
| C. The following Downtown Core Districts: Light Industrial Manufacturing , Working Riverfront, Multifamily, Neighborhood Center, New Urban Neighborhood, River's Edge |

1.04.04 Zoning Map

- | |
|---|
| A. Zoning districts established by this Ordinance are bounded and defined as shown on the Official Zoning Map of Northport, which, together with all explanatory materials contained thereon, is hereby made a part of this Ordinance. |
| B. Official Zoning Map |
| 1. The Official Zoning Map is kept in the office of the Director and is available at all times for inspection by the general public. An online version of the zoning map is available for public inspection; however, the Official Zoning Map is the final authority as to the current zoning status of properties in the City. |
| 2. The official zoning map, plus official records of the City Clerk regarding actions of the City Council, hereinafter "the Council," to amend district boundaries constitutes the only official delineation of zoning district boundaries. |

2.03.05	ADT:	Average Daily Traffic
2.03.06	ALDOT:	Alabama Department of Transportation
2.03.07	AMCC:	Alabama Medical Cannabis Commission
2.03.08	BFE:	Base Flood Elevation
2.03.09	BR:	bedroom
2.03.10	DU:	Dwelling or Dwelling Unit
2.03.11	EIFS:	Exterior Insulation Finishing Systems
2.03.12	FAA:	Federal Aviation Administration
2.03.13	FAR:	Floor Area Ratio
2.03.14	FCC:	Federal Communications Commission
2.03.15	ft:	feet
2.03.16	GFA:	gross floor area
2.03.17	ISR:	Impervious Surface Ratio
2.03.18	LDP:	Land Development Permit
2.03.19	LID:	Low Impact Development
2.03.20	MUTCD:	Manual on Uniform Traffic Control Devices
2.03.21	NRCS:	Natural Resources Conservation Service
2.03.22	sf:	square feet

§2.04 Definitions

When used in this Ordinance, the following terms shall have the meanings herein ascribed to them:

- 2.04.01 ACCESS: Any means of ingress or egress to a property for pedestrians or vehicles.
- A. LEGAL ACCESS: The form of access which qualifies a development site for a building permit or certificate of occupancy, attesting that such property is legally accessible from a public street by means of direct road frontage or a recorded easement across one or more intervening properties. See [§3.10.06 Access](#).
- 2.04.02 ACCESSORY STRUCTURE: A detached subordinate structure or building, located on the same lot as the principal structure, the use of which is clearly incidental to that of the principal structure. See [§3.04.04 Accessory Uses and Structures](#).
- 2.04.03 ADJACENT: Either adjoining or on the opposite side of a street or other w that separates it from the subject property. Properties separated by an interstate or railroad are not considered “adjacent.”
- 2.04.04 ADJOINING: Having a common border with or being separated from such common border by an alley or easement.
- 2.04.05 ADULT NOVELTY STORE: Any business that has more than 50% of its inventory, stock-in-trade, or publicly displayed merchandise in Sexually-Oriented Novelties and does not feature live entertainment.
- 2.04.06 AGRICULTURE or AGRICULTURAL USE. Category of uses including the production, harvesting, boarding or maintenance, for sale, lease, or personal use, of plants and animals, including but not limited to: forages and sod crops; grains and seed crops; dairy animals and products; poultry and poultry products; the

development and includes the means necessary for water-supply preservation or prevention or alleviation of flooding.

- 2.04.74 DRAINAGEWAY: Minor watercourses, natural or man-made, that are defined either by soil type or the presence of intermittent or perennial streams.
- 2.04.75 DRIP LINE: A vertical line extending downward from the outermost tips of the tree branches to the ground.
- 2.04.76 DWELLING or DWELLING UNIT: One or more rooms in the same building, connected and constituting a separate, independent housekeeping unit for permanent residential occupancy and with facilities for sleeping and cooking or a bathroom and physically separated from any other dwelling units that may be within the same building. All rooms within the dwelling unit have internal access. Each dwelling unit has no more than one electrical meter. Refer also to [§3.02.04 Standards Applicable to Certain Uses](#).

Dwellings are further categorized as:

- A. ACCESSORY DWELLING: A subordinate, independent dwelling unit located on the same lot as a Single-Family Detached Dwelling, whether attached to or detached from the principal dwelling.
- B. CARETAKER DWELLING: A residence for an on-site manager, watchman or caretaker employed on the premises and that is incidental to a principal use, including mini-warehouses, junkyards, funeral homes, places of worship, major institutional uses.
- C. DUPLEX: A residential structure, divided horizontally or vertically, and designed for or occupied by two dwelling units contained entirely under one roof on one lot.
- D. MULTIFAMILY DWELLING: A dwelling within a building containing three or more dwelling units.
- E. SINGLE-FAMILY DWELLING, DETACHED: A residential structure, completely separate from all other structures, designed to house one family as a single housekeeping unit, with each dwelling located on its own lot.
- F. TOWNHOUSE: A residential structure sharing a common wall with at least one other unit in a structure consisting of not less than three dwelling units and having no other dwelling unit directly above or below.
- G. TWIN HOUSE: A residential structure sharing a common side wall with one other unit in a structure containing no more than two units, with each dwelling located on its own lot.
- H. UPPER-STORY DWELLING: A dwelling unit located on a floor above a use of a nonresidential use in the same building.
- I. ZERO LOT LINE DWELLING: A single-family detached dwelling located on a lot so that one of the dwelling's sides rests on a lot line, with each dwelling located on its own lot.

- 2.04.140 **MOBILE HOME:** A residential structure, built prior to June 15, 1976, prior to the National Manufactured Housing Construction Safety Standards Act, designed and fabricated to be transported on its own wheels and axles arriving at the site where it is to be occupied as a dwelling, completed and ready for occupancy includes the plumbing, heating, air conditioning and electrical systems.
- 2.04.141 **MODULAR BUILDING:** A factory-fabricated building consisting of units designed to be incorporated at a building site on a permanent foundation into a permanent structure and which bears a seal of compliance from the Alabama Manufacturing Housing Commission. Modular buildings are constructed to meet the requirements of the Building Code and any other City-adopted design and construction standards applicable to conventional construction.
- 2.04.142 **MODULAR HOME:** A Modular Building designed and constructed for use as a dwelling.
- 2.04.143 **MOTEL:** An establishment providing sleeping accommodations for the travelling public, in which lodging rooms are accessed from the exterior of the building. Motels may also include dining facilities, fitness centers and other incidental services for guests.
- 2.04.144 **MUSEUM:** A building or structure open to the public on a regular, recurring basis for the primary purpose of procuring, preserving, and exhibiting objects of historical, artistic, scientific, or cultural interest. This use must include dedicated gallery or display space, a defined schedule of public operating hours, and an educational or interpretive component; a private collection or storage facility that is only accessible by appointment or infrequent tour does not constitute a museum.
- 2.04.145 **NIGHTTIME CARE FACILITY**
- A. **NIGHTTIME CARE CENTER:** A building and premises licensed by the Alabama Department of Human Resources (ADHR) for the care of seven or more children after 7pm.
 - B. **NIGHTTIME HOME:** A detached single-family dwelling licensed by the ADHR for the care of six or fewer children after 7pm.
- 2.04.146 **NONCONFORMING or NONCONFORMITY:** See [Article 11 Nonconformities](#) and the following:
- A. **NONCONFORMING LOT OF RECORD:** Any lot, validly recorded in the public records of Tuscaloosa County, which does not conform to minimum lot area or width requirements of the applicable district.
 - B. **NONCONFORMING STRUCTURE:** A structure that does not conform to setbacks, height limits or other area or dimensional requirements of this Ordinance.
 - C. **NONCONFORMING USE:** A use which does not conform to the use regulations of the applicable district.
- 2.04.147 **NONRESIDENTIAL USE:** Uses including agricultural, institutional, commercial, lodging and industrial activities.
- 2.04.148 **OFFICE-WAREHOUSE:** A facility combining office and warehouse functions in a single structure, for the primary purpose of wholesale trade, display, and distribution of products. Said facility is characterized by occasional truck deliveries and does not create nuisances such as dust, noise, or odors. Any warehouse activity with heavy trucking activities is categorized as Warehousing and Distribution. See also [§7.31 Office-Warehouses](#).
- 2.04.149 **ON-SITE:** Located within the boundaries of the development site.
- 2.04.150 **OPEN SPACE:** Any parcel or area of land or water, either publicly or privately owned, set aside, dedicated, designated, or reserved for the private use or enjoyment of owners or occupants of land adjoining such open space, or for the public at large.

- 2.04.166 PLACE OF WORSHIP: A building used for regular religious worship, by the congregation or parts thereof, of an organized religion.
- 2.04.167 PLANNED DEVELOPMENT: A land development project comprehensively planned in accordance with [§6.03 Special District](#).
- 2.04.168 PORTABLE BUILDING: A prefabricated structure assembled off-site and delivered to the site as a complete unit or a building assembled on-site, which can be moved to another location without disassembly. Portable Buildings are designed and constructed in accordance with the standards for relocatable modular buildings in the Building Code. Does not include Manufactured Homes nor Modular Buildings.
- 2.04.169 PREMISES: One or more lots designed and improved in a unified manner to function together, including all associated structures, parking areas and other improvements thereon.
- 2.04.170 PRINCIPAL STRUCTURE: A structure in which is conducted or intended to be conducted the principal use of the lot on which it is located. Any structure that is connected to the principal structure by fully enclosed, habitable space is considered part of the Principal Structure.
- 2.04.171 PRIVATE CLUB: A place of assembly operated by an association of persons, organized or formed in accordance with the Code of Alabama, and united by some common interest such as social, educational or recreational purposes and characterized by membership qualifications, payment of fees or dues, and holding of regular meetings.
- 2.04.172 PROPERTY LINE: A line dividing one lot from another or from a street or any public or private space.
- 2.04.173 PUBLIC FACILITY: Land or buildings occupied by a federal, state or local government agency providing public services, including government offices, parks, museums (public or private), libraries, transit stations, police and fire stations, emergency service stations, civil defense operations and other government uses.
- 2.04.174 PUBLIC IMPROVEMENT: Any improvement, facility, or service, together with customary improvements and appurtenances thereto, necessary to provide for public needs as: vehicular and pedestrian circulation systems, storm sewers, flood control improvements, water supply and distribution facilities, sanitary sewage disposal and treatment, public utility and energy services.
- 2.04.175 PUBLIC UTILITY FACILITY
- A. MAJOR PUBLIC UTILITY FACILITY: Electric or gas generating plants, sewage treatment plants and water treatment facilities.
 - B. MINOR PUBLIC UTILITY FACILITY: A facility that provides utility services to the public, including water and sewer, gas distribution, electric transmission and distribution, and cable transmission and distribution facilities not otherwise defined as Major Public Utility Facility.
- 2.04.176 RECREATION
- A. INDOOR RECREATION: An establishment providing recreation or fitness services within an enclosed building, including but not limited to aquariums, gymnasiums and fitness centers, indoor skating rinks, arcades, billiard parlors, bowling establishments, indoor swimming pools; and enclosed facilities for yoga, martial arts and dance.
 - B. MAJOR OUTDOOR RECREATION: Establishments providing recreational activities that pose greater nuisances than Minor Outdoor Recreation, because of their size and scale, traffic volumes, noise, light, or physical hazards such as flying objects or use of weapons, including but not limited to: amusement parks, fairgrounds, golf driving ranges, miniature golf, archery ranges.

2.04.210 TREE

- A. CANOPY TREE: A single trunk tree whose height is greater than 35 ft at maturity.
- B. UNDERSTORY TREE: A single trunk or multi-stem tree whose height is less than 35 ft at maturity, including those deciduous and evergreen understory trees listed in [Article 9 Landscaping](#).

2.04.211 USE: The purpose or activity for which land or any building thereon is designed, arranged, or intended, or for which it is occupied or maintained.

- A. ACCESSORY USE: A use which is customarily incidental and subordinate to the principal use of the land or building on the same lot. Accessory uses are subordinate in area, extent, and purpose to the principal use served. See [§3.04.04 Accessory Uses and Structures](#).
- B. PRINCIPAL USE: The primary purpose for which land is used.
- C. TEMPORARY USE: A use established for a fixed period of time with the intent to discontinue such use upon the expiration of such time. Temporary uses do not involve the construction or alteration of permanent structures.

2.04.212 VARIANCE: A relaxation of the terms of this Ordinance where such relaxation will not be contrary to the public interest and where, owing to conditions peculiar to the property, a literal enforcement of the ordinance would result in unnecessary hardship.

2.04.213 VEHICLE SALES, RENTAL AND SERVICE

- A. HEAVY VEHICLE AND EQUIPMENT SALES, RENTAL AND SERVICE: The sale or rental of trucks over one ton payload capacity, tractors and farm implements, manufactured homes, recreational vehicles, boats, and construction and similar equipment, including the storage, maintenance and servicing of the same.
- B. VEHICLE AND EQUIPMENT SALES, RENTAL AND SERVICE: The sale or rental of automobiles, light trucks, motorcycles, riding lawn mowers and similar household and gardening equipment, including accessory storage, maintenance and servicing of the same.

2.04.214 VEHICLE STORAGE, LONG TERM: The storage of automobiles, boats, recreational vehicles, or any other motorized vehicles, whether operable or not, for longer than 30 days. The relocation of a vehicle to a different location on the same property shall not be construed as a removal of the vehicle or a reset of the 30-day storage period.

2.04.215 VENDING FACILITY

- A. ACCESSORY VENDING FACILITY: Any outdoor, automated or self-service vending structure that dispenses goods or products to customers and that is accessory to a commercial activity on the same premises, but which is detached from any other structure and has its own drive-up access.
- B. FREESTANDING VENDING FACILITY: Any outdoor, automated or self-service vending structure that dispenses goods or products to customers and that is not accessory to a commercial activity on the same premises, including but not limited to ice vending and automated teller machines.

2.04.216 VETERINARY OFFICE: A facility operated by a licensed veterinarian specifically for the practice of veterinary medicine, which may include overnight boarding of animals.

2.04.217 WAREHOUSING AND DISTRIBUTION, ENCLOSED: A place of business engaged in warehousing or distribution services within a building, including truck terminals and similar uses.

§5.04 Highway Commercial District (C-6)

The District is intended for properties adjacent to McFarland Boulevard to accommodate a wide range of commercial activities, some of which require a high degree of visibility and vehicular access afforded by location along the highway, including business uses that serve the traveling public.

§5.05 Office-Institutional District (O-I)

This district is intended to provide areas for the development of public, semi-public and private offices; schools, healthcare and childcare facilities; places of worship and other institutional uses. Such uses are supportive of the surrounding residential community.

§5.06 Limited Manufacturing Light Industrial District (M-1)

This district is intended to provide areas for commercial and light industrial uses that must be segregated because of negative impacts that cannot be made compatible with other uses through the application of performance standards. The creation of this district recognizes not only nuisances, but also infrastructure and operational incompatibilities between its permitted uses and those of other districts. Location criteria for this district focus on transportation, requiring that sites have access to a railroad, an airport or a major highway.

§5.07 General Manufacturing District (M-2)

This district is intended to provide areas for intensive commercial and industrial uses that must be segregated because of negative impacts that cannot be made compatible with other uses through the application of performance standards. The creation of this district recognizes not only nuisances, but also infrastructure and operational incompatibilities between its permitted uses and those of other districts. Location criteria for this district focus on transportation, requiring that sites have access to a railroad, an airport or a major highway.

Table 5-1 Use Regulations, Nonresidential Districts

P: The use is permitted by right

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

A blank cell indicates the use is prohibited.

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

Table 5-2 Area and Dimensional Requirements, Nonresidential Districts

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

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

2 Equal to height of structure

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

4 Hotels are permitted a maximum height of 75 ft.

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

§6.02 REC Recreational District

6.02.01 This district is intended to provide areas for entertainment and recreational uses.

6.02.02 Use Regulations. See Table 6-3 and the following:

- A. Enclosed and unenclosed retail, medical facilities, restaurants, and places of assembly are permitted by right when accessory to a permitted use.

6.02.03 Area and Dimensional Requirements. See Table 6-4.

Table 6-3: Permitted Uses, REC District

P: The use is permitted by right

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

Uses			
Amusement parks, subject to §7.25	C	Hotels	P
Arenas, stadiums	C	Place of assembly	C
Artisanal manufacturing	C	Race tracks	C
Bars	C	Recreational vehicle parks and campgrounds, subject to §7.35	P
Community center	P	Recreation, Indoor	P
Entertainment, indoor	P	Recreation, Outdoor	P
Entertainment, outdoor	P	Restaurant, Standard and Fast Food	C
Fairgrounds, subject to §7.25	C	Upper-story dwellings	C
General retail, enclosed	C		

Table 6-4: Area and Dimensional Requirements, REC District

Maximum Height of Structures	Minimum Setbacks		
	Front	Rear	Side
50 ft ^{1,2}	20 ft	20 ft	10 ft
Uses	Maximum ISR	Minimum Site Area	Minimum Lot Width
Outdoor Entertainment	0.80	n/a	75 ft
Indoor Recreation	0.90	40,000 sf	100 ft
Outdoor Recreation	0.40	n/a	n/a
Other enclosed uses	0.85	40,000 sf	100 ft

1 Hotels are permitted a maximum height of 75 ft.

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

§6.03 SD Special District

6.03.01 Purpose. Special districts are hereby authorized to provide optional methods of land development, which encourage imaginative solutions to environmental design problems. Development with Special Districts must be characterized by unified building and site development programs providing for coordinated open space and architectural treatment. Special Districts are intended to:

- A. achieve a high quality of development, environmental sensitivity and energy efficiency, and adequate provision of public services;
- B. provide greater freedom and flexibility in:
 - 1. the form and design of development;
 - 2. choice in housing type, lot size and neighborhood design
 - 3. residential developments with integrated mixed-use centers, in which businesses, institutions and amenities are accessible on foot and bike from surrounding housing;
 - 4. how development will be located and designed to respect the natural features of the land and protect the environment;
- C. allow more efficient use of land, with coordinated and appropriately sized networks of streets and utilities;
- D. provide pedestrian connections within the same development, and to the public right-of way;
- E. encourage the provision of centrally-located open space amenities within the development;
- F. promote development forms and patterns that respect the character of established surrounding neighborhoods and other types of land uses;
- G. promote development form that respects and takes advantage of a site's natural and manmade features, such as rivers, lakes, wetlands, floodplains, trees, and historic resources.
- H. preserve trees, slopes, wetlands, flood prone areas and natural drainage patterns and limit disruption of natural features;
- I. promote efficient development patterns that result in economically designed infrastructure.

6.03.02 Applicability

- 1. The establishment of a Special District will be for the express purpose of improving, development and uses of the tract in accordance with its approved plan of development. All properties in an approved planned development are bound by the standards in its Special District Plan, even if subsequently sold, until the Special District Plan is voided by the City. In the case of multiple ownership, the approved Special District Plan is binding on all owners. No use of the property, nor construction, modification or alteration of any use or structure is permitted in conflict with the approved Special District Plan.
- 2. No amendment of this Section affects a planned development approved prior to such amendment. Planned developments with an approved Special District Plan may continue in accordance with the Zoning Ordinance in effect at the time of such prior approval. For properties zoned SD but for which there is no approved Special District Plan, a plan must be approved in accordance with this Section before any development permit or subdivision may be approved. Should the Special District Plan approval expire or be voided, any newly submitted Special District Plan must conform to the

regulations in effect at the time of the new submittal. Notwithstanding the requirements above, single-family residential uses are permitted by right for individual lots zoned SD and for master-planned subdivisions where more than 50% of the total residential units or acreage have received a certificate of occupancy. Such residential uses are not required to obtain Special District Plan approval.

3. Since the Special District Plan is an essential element of the rezoning itself, the Zoning Board of Adjustments should not grant variances or special exceptions that would have the effect of amending an approved Special District Plan, as such action would constitute rezoning.
4. All provisions of the Zoning Ordinance and Subdivision Regulations apply except where specifically addressed in this Section or within the approved Special District Plan. Unless specific variations are noted in the Special District Plan and Narrative and approved by the Council, the most restrictive requirements for parking, loading, yards, signage, landscaping and dimensional regulations applicable to the development under this Ordinance apply.

6.03.03 General Requirements

- A. Minimum area. Each planned development must contain at least ten acres of contiguous land. A smaller land area may be permitted provided evidence that:
 1. the project is consistent with the developmental goals of the Comprehensive Plan for the particular location;
 2. the minimum acreage requirement is impractical due to ownership, existing development patterns and similar constraints;
 3. the design concept fully integrates the development into the surrounding neighborhood or business area;
 4. the arrangement of uses, buildings, streets, parking, open spaces and amenities could not be reproduced on the site under conventional zoning regulations.
- B. Community benefits. The applicant must demonstrate that, in exchange for the flexibility conferred by SD designation, the development will feature the following benefits:
 1. All buildings will feature quality, durable materials.
 2. Driveways, garages and parking areas will not dominate public views along streets. Parking garages along residential blocks will be varied, set back behind the front building line, oriented away from street view, accessed from alleys, or a combination of these methods.
 3. Residential developments will feature a range of housing types and sizes appropriate to different stages in life.
 4. Usable open spaces will be provided in accessible locations throughout the development. A greater amount of common open space will be provided in more intensively developed portions of the development.
 5. Paths will be provided to enable the safe movement of residents, on foot or bike, throughout the development and to adjoining neighborhoods and community destinations.

- G. Off-street parking space must be provided for each non-resident employee in addition to that required for the dwelling.
- H. The operation of a day care home may not create any nuisance such as excessive traffic, on-street parking, or noise to any greater extent than that normally experienced in the residential neighborhood or be present or noticeable beyond the property boundaries of the day care premises.

§7.15 Farm Equipment Sales and Repair

- 7.15.01 All structures and equipment storage areas must be located at least 200 ft from the nearest residential structure under different ownership.
- 7.15.02 All repairs must be performed within a fully enclosed structure.

§7.16 Flea Markets

- 7.16.01 Flea markets are permitted only on property fronting on an arterial road.
- 7.16.02 At least one enclosed building of 300 sf or more in size must be constructed on the property.
- 7.16.03 The minimum site for flea markets is five acres with a minimum width of 200 ft and a minimum depth of 300 ft.
- 7.16.04 No merchandise may be sold or displayed less than 100 ft from adjoining residential property.
- 7.16.05 Parking areas must have a smooth, stabilized and dustless surface, provided that no more than 50% of the required parking spaces may be grass or other suitable material in overflow and remote locations. Unpaved spaces and driving aisles must be organized for efficient traffic flow, using tire stops approved by the City Engineer. Parking spaces within 150 ft of any structure on the development site must be paved with asphalt, concrete or other rigid paving material.
- 7.16.06 A Class A buffer must be provided along all property lines adjoining nonresidential uses. A Class B buffer must be provided along all property lines adjoining residential uses. See [§9.05 Buffers](#).
- 7.16.07 Frontage and perimeter landscaping must be provided as required in [§9.03 Vehicular Area Landscaping Standards](#).

§7.17 Food Processing and Packaging

- 7.17.01 Minimum lot size is 100,000 sf.
- 7.17.02 Buffers must be provided from all non-industrial uses as required in [§9.05 Buffers](#).

§7.18 Garden Center or Nursery

- 7.19.01 Open-sided structures may be approved by the Zoning Board as a Special Exception ([§14.04](#)).

§7.19 Gas Stations and Minor Automobile Repair

- 7.19.01 Gas Stations and Minor Automobile Repair businesses may be located on arterial and collector streets only. If located on an arterial street, such businesses must have at least 150 ft of frontage along the arterial street.
- 7.19.02 Pits, hoists, and all lubricating, washing, and repair equipment and workspace must be enclosed within a building. All parts, oils, fuels, and tools must be stored within an enclosed structure.
- 7.19.03 Liquid petroleum fuels must be stored in underground tanks.

- E. No new accessory structure may be built for the purpose of operating the home occupation.
- F. There may be no visible evidence that the dwelling is being used to operate a home occupation. The conduct of a home occupation does not afford additional signage for dwellings as permitted in accordance with [§10.08 Temporary Signs](#).
- G. No more than two company or commercial vehicles may be parked at the premises at any time, including but not limited to cars, vans, trucks, and utility trailers. Off-street parking must be provided on the premises, as required by [§8.01 Off-Street Parking Requirements](#). Parking of commercial vehicles is subject to the regulations of the City Code and may not be forward of the front building line.
- H. A maximum of one person not residing in the dwelling may engage in the operation of the home occupation.
- I. No merchandise may be distributed to customers on the premises, nor may any goods be exchanged for the purposes of alterations or repairs on the premises.
- J. The operation of a home occupation may not create any nuisance such as excessive traffic, on-street parking, noise, vibration, glare, odors, fumes, smoke, dust, heat, fire hazards, electrical interference or fluctuation inline voltage, or hazards to any greater extent than that normally experienced in the residential neighborhood, or be present or noticeable beyond the property boundaries of the home occupation premises.
- K. The on-site repair of vehicles is prohibited as a home occupation.
- L. No home occupation shall commence operation until an application has been submitted to and approved by the City.

7.22.03 Application Procedures

- A. Each applicant for a home occupation approval must submit an application, together with any required fees and attachments, to the Director. The Director must, within five days, approve or deny the application, or inform the applicant that more information is needed to reach a decision.
- B. Each applicant for home occupation approval must submit a deed to the subject property. If the applicant does not own the property, a signed and notarized letter of authorization from the owner must be provided with the application.
- C. No more than one home occupation may be approved in any one dwelling unit. Home occupations which involve no employees other than those living in the dwelling and no on-premises customers, clients or patrons are exempt from this provision. For the purposes of this Section, a fraternity, sorority, or boarding house constitutes a single dwelling unit.
- D. If an applicant fails to provide sufficient information to determine compliance with this Section, the application will be denied.

7.22.04 Other Provisions

- A. Child and adult day care and nighttime care services are not considered home occupations under this Section but are regulated under [§7.14 Family and Group Day Care Homes](#). These businesses, if previously approved as home occupations, may continue operating as such until the expiration of the current business license.

3. an existing manufactured home park replaces, cumulatively within a five-year period, 10 homes or 50% of the homes, whichever is more restrictive.
- B. Storm shelter must have a minimum floor area of seven sf for each home stand and be located no more than 1,320 linear feet from the furthest home stand in the park.
- C. Shelters must be designed and constructed in conformance with State of Alabama Emergency Management Agency standards and installed as approved by the Building Official. Shelters must meet all applicable requirements of the Americans with Disabilities Act and, if located within a floodplain, must meet all FEMA requirements.
- D. The park operator is responsible for making the storm shelter accessible and usable in times of need. Storm shelters may not be used for storage purposes if such storage reduces the minimum floor area required herein.

§7.30 Mines and Quarries

- 7.30.01 Minimum parcel size is 100 acres.
- 7.30.02 A 300-foot buffer zone must be established around the perimeter of the property, in which the natural or existing vegetation must be maintained or improved. No digging, dredging, blasting, storage of tailings, or other mining-related activities is allowed within the 300-foot buffer. Where no natural vegetation exists, plantings and other buffer improvements must be provided in accordance with [§9.05 Buffers](#).
- 7.30.03 No structures, vehicles, equipment, or parking areas may be located within 100 ft of a property line.

§7.31 Mini-Warehouses and Self-Storage

- 7.31.01 Requirements applicable to Mini-warehouse and Climate Controlled Self-Storage
 - A. No storage bay or unit may be used as a place of business or any use other than storage. No storage bay or unit may contain plumbing nor more than one electrical outlet.
- 7.31.02 Requirements applicable to Mini-warehouses only
 - A. No business license may be approved for that portion of the property containing the mini-warehouse other than for the mini-warehouse use. Where an applicant proposes additional uses on the same development site, the mini-warehouse use must be physically separated from all other uses. Conditional use approval of the mini-warehouse, if applicable, will be assigned to a specific portion of the site, established by an internal boundary shown on the site plan.
 - B. The mini-warehouse facility must be surrounded by a fence at least six feet in height and that restricts access to the site. An opaque wall or fence, subject to [§9.07 Design Standards for Required Fences](#), may be required as part of Conditional Use approval, if applicable.
- 7.31.03 Requirements applicable to Climate-Controlled Self-Storage only
 - A. Other than that portion of the ground floor of the building used for office and other support functions of the self-storage use, the remainder of the ground floor must be used for retail, dining, office entertainment, recreation, or some combination of these uses not associated with the storage business. This requirement is waived within the M-1 and M-2 districts.
 - B. Ground floor must have a floor to ceiling height of at least ten feet.

Table 9-2 Buffer Requirements by Use

	Existing Adjoining Use							
	Single-family		Multi-family	Lodging	Public Facilities and Institutional Uses		Business/Commercial	Parks and greenways
	detached	attached			minor	major		
Developing Land Use								
Residential and Lodging	Buffer Class Required							
Detached, single-family and duplex	-	-	-	-	-	-	-	-
Townhouse, Triplex and Quadplex	A	-	-	-	-	-	-	-
Multifamily	B	-	-	-	-	-	-	-
Lodging	B	A	A	-	-	-	-	-
Manufactured home parks, campgrounds	B	B	B	B	A	A	A	A
Institutional								
Minor	A	-	-	-	-	-	-	-
Major	B	B	B	A	-	-	-	A
Business/Commercial								
Offices	A	A	A	-	A	-	-	-
Outdoor entertainment and recreation	B	B	B	A	A	-	-	A
Mixed-use building containing dwellings	B	B	A	-	-	-	-	-
Minor shopping centers, restaurants, retail no larger than 100,000 sf GFA	B	A	A	-	-	-	-	-
Major shopping centers	B	B	A	-	-	-	-	-
Mini-storage facilities	B	B	B	-	-	-	-	A
Heavy commercial, including repair, contractor and automotive uses	B	B	B	A	B	-	-	A
Other commercial uses	B	B	A	A				
Industry and Utilities								
Warehousing, storage and public utility facilities	C	C	C	C	C	B	A	B
Other industrial uses	C	C	C	C	C	C	B	B
Heavy industry	D	D	D	D	D	D	C	C
Planting Requirements by Buffer Class								
Buffer Class	Width with fence/wall		Width without fence/wall			Required trees ¹		
A	10 ft		20 ft			1 tree per 20 ft		
B	20 ft		30 ft			1 tree per 15 ft		
C	30 ft		40 ft			1 tree per 12 ft		
D	40 ft		50 ft			1 tree per 12 ft		

- C. Multiple elements may be screened together.
- D. Elements that produce objectionable noise or odors may be required to be so located as to minimize any nuisance to the public and adjoining properties.
- E. Shrubs, if used as the primary screening material, must be evergreen and spaced so that, at maturity, they create a solid, opaque screen. If used in combination with an opaque fence, shrubs may be deciduous and are not required to create a solid hedge.

9.06.04 Requirements for Specific Uses

- A. **Four cubic yard and larger** refuse and recycling receptacles
 1. Refuse and recycling receptacles may not be located forward of the front building line nor within required landscape areas. This applies to all front building lines on lots with more than one street frontage.
 2. Receptacles must be placed on a pad approved by the City Engineer that allows for pick-up and maintenance as needed.
 3. Receptacles must be screened on all sides, including an opaque, latching gate. **The gate must be kept closed at all times except when the receptacle is being serviced.** The enclosure must be at least as tall as the container and must be of wood, masonry or a combination of these or otherwise consistent with the architectural materials of the primary structure.
 4. **Receptacles are not permitted within Residential Single-Family (RS) zoning districts.**
 5. **These regulations shall not apply to receptacles provided by the City of Northport.**
- B. Outdoor storage must be screened to a height of two feet taller than the material or equipment to be screened.
- C. Service areas, work yards, and similar uses should be located to minimize their visibility to the public and to any adjoining properties to which such functions would be objectionable. Where location on site is insufficient to screen the element, required screening must be at least six feet in height.

9.06.05 Nonconforming provisions. In addition to the requirements of [§9.01.04.C Redevelopment](#), any existing site element that does not meet screening requirements, must be screened in accordance with this Section whenever there is a change in use with which the site element is associated.

§9.07 Design Standards for Required Fences

Fences used to meet landscaping requirements are subject to the following:

- A. Fences must be metal, vinyl, masonry, cedar or treated wood, cement-fiber or a combination thereof. Untreated wood (other than cedar), chain-link, plastic or wire fencing and non-architectural grade cement block walls cannot be used to meet landscaping requirements. Any metal used as part of a screening fence or wall must be galvanized. No screen may be constructed of metal that will rust.
- B. The finished side of the fence must face adjoining property or public views.
- C. Shrubs and trees required for buffers, screening or landscaping must be planted on the exterior side of the fence.

- B. Where terms are related to measurements and calculations set out in this article (e.g., sign height, setbacks, sign area, etc.), such terms are defined in [§10.03 Calculations and Measurements](#).
- 10.02.02 Banner Sign: A temporary sign composed of cloth, canvas, plastic, fabric or similar lightweight, non-rigid material that can be mounted to a structure with cord, rope, cable, or a similar method. **Banner signs attached to posts and mounted in a yard or landscaped area shall be considered a “temporary yard sign.”**
- 10.02.03 Building: Where the term “building” is used in reference to the location of a sign it means a primary building on a lot and does not include accessory buildings or accessory structures. In those districts that do not have side yard setback requirements and buildings share a common wall, then a change from one building to another shall occur when there is a firewall separating the buildings.
- 10.02.04 Building Sign: A permanent sign attached directly to an exterior wall of a building and which does not extend more than a certain distance from the façade, as established in this chapter, nor above the roof line or beyond the limits of the outside wall. The exposed face of the sign in a plane parallel to the building wall.
- 10.02.05 Building Unit: A stand-alone building or a building divided into separate units or spaces that are individually owned or leased by different enterprises, businesses, firms, or other nonresidential occupants, and which meets the following conditions:
- A. Where a building is divided into individual spaces, each space with its own exterior entry or access point directly into the space shall be consider a building unit.
 - B. Where a building contains individual spaces that are all accessed from the interior through a joint entry, such building shall be considered one building unit.
 - C. Where a lot contains multiple principal buildings, each building shall be considered a building unit.
- “Building unit” shall not be used to define an apartment building or similar residential-only building that is divided into individual dwelling units. For a mixed-use building, as defined in this article, the number of building units on any given lot shall be determined by the number of nonresidential enterprises, businesses, firms, or other nonresidential occupants.
- 10.02.06 Detached Sign. Any sign affixed to or supported upon the ground by a monument, pedestal, pole, bracing, or other permanent structural element and not attached to any building.
- 10.02.07 Driveway Sign. A small permanent sign located near driveway access points or at the intersection of internal access drives.
- 10.02.08 Electronic Reader Board or Digital Sign. A sign designed so that the characters, letters, or illustrations can be changed or rearranged automatically on a lamp bank or through mechanical means (e.g., electronic or digital signs).
- 10.02.09 Erect. To construct, reconstruct, build, relocate, raise, assemble, place, affix, attach, create, paint, draw, or in any other way establish, re-establish, or structurally alter a sign. It shall not include any of the foregoing activities when performed as an incident to change a message on a reader board or maintain the sign.
- 10.02.10 Façade. The exterior wall on the front, side, or rear elevation of the building regardless of whether the building side faces a street.
- 10.02.11 Freestanding Sign. Any sign supported by structures or supports that are placed on or anchored in the ground and that are independent from any building or other structure. The posts or other supporting

- B. T-Frame Sign means a detached temporary sign that is ordinarily in the shape of an upside down “T” or some variation thereof, which is readily moveable, and is not permanently attached to the ground or any structure.

10.02.23 Sign. A structure, device, or surface that contains, supports, or displays sign copy.

10.02.24 Sign Area. The total area of a sign face as measured pursuant to [§10.03.03 Sign Area](#).

10.02.25 Sign Copy. Letters, numerals, figures, symbols, logos, pictorial, or graphic elements comprising the content or message of a sign.

10.02.26 Sign Face. The surface of the sign upon, against, or through which the message of the sign is exhibited.

10.02.27 Street Frontage: The distance for which a lot line adjoins a public street, from the lot line intersecting said street to the furthest distant lot line intersecting the same street. Alternatively, where the number of signs is based on the number of street frontages, a street frontage means a continuous border between the subject property and a public street or road.

10.02.28 Temporary Sign. A non-permanent sign that is neither permanently anchored to the ground, nor permanently affixed to a structure, nor mounted on a chassis.

10.02.29 Temporary Yard Sign. A temporary sign that is placed in a yard, grass, or other landscaped areas that requires two posts or supporting elements. ~~Banner signs mounted on two posts and placed in a yard shall be defined as a temporary yard sign.~~

10.02.30 Window Sign. A sign attached to, in contact with, placed upon or painted on the window or door of a building which is intended for viewing from the outside of such building. This does not include merchandise located in a window.

§10.03 Calculations and Measurements

For the purpose of this chapter, the following shall be the method for determining and interpreting any form of calculation or measurement.

10.03.01 Sign Setback. All required setbacks for signs shall be measured as the distance in feet from the applicable lot line, or other stated point of measurement, to the closest point on the sign structure.

10.03.02 Sign Height

- A. The height of a sign shall be computed as the distance from the base of the sign at normal grade (average grade at the base of the sign) to the top of the highest attached component of the sign. Normal grade shall be construed to be the newly established grade after construction, exclusive of any filling, berming, mounding, or excavating undertaken for the purpose of locating or increasing the height of sign.
- B. The filling of a pre-existing hole or depression to create an average grade at the same level as that surrounding the hole or depression is permitted, provided such filling is allowed by other ordinances.
- C. In cases where the normal grade is below grade at street level, sign height shall be computed on the assumption that the elevation of the normal grade at the base of the sign is equal to the elevation of the nearest point of the crown of a public or private street. See Figure 10-1.

6. For illuminated signs, indicate type and placement of illumination;
7. Inventory of number, type, location, and display area of all existing signs on the same property and/or building on which the sign is to be located.
- C. The applicant shall be required to pay an application fee according to the current schedule of fees established by the Northport City Council for the particular category of application. This fee is nonrefundable irrespective of the final disposition of the application.
- D. A sign permit shall be valid for a period of 180 days after issuance. Failure to place the sign within the allotted time period shall void the permit and necessitate reapplication.

10.05.03 Permit Exceptions

The following signs are allowed by this chapter but do not require a sign permit or fee. Additionally, any sign area for these signs does not count toward the sign area allowances specified in this chapter for all other permitted signs. Permit-exempt signs may still be subject to the building code, electrical code, or other applicable code requirements. Signs exempted in this Section must conform to the standards enumerated herein and shall not be placed or constructed so as to create a hazard of any kind.

- A. Signs or notices issued by any court, officer, or other person in performance of a public duty, or required by other laws or ordinances. Any such sign shall be removed no later than seven days after the last day it is required to be displayed;
- B. Any public safety sign that is installed by the City of Northport or other governmental agency having jurisdiction that are intended to protect the health and safety of the public that includes traffic control, street name, directional signs, and other signs that may or may not be located in the right-of-way.
- C. Signs that are located within a stadium, open-air theater, park, arena or other similar outdoor use that can only be viewed by persons within such stadium, open-air theater, park, arena or other similar outdoor use provided that any structure on which the sign is attached is permitted, as may be required by the city;
- D. Signs that are an integral part of the original construction of vending or similar machines, drive-through facilities, automated teller machines, or similar devices that are not of a size or design as to be legible from a street or by any person other than those using the machine or device;
- E. Sign face changes where the sign structure is designed with interchangeable panels and one of the panels is replaced without changing the structure, including any changes to the total sign face area, height or alteration of the sign cabinet;
- F. Changes of copy on signs with changeable copy, including electronic message signs and electronic display signs;
- G. Certain temporary signs as established in [§10.08 Temporary Signs](#);
- H. No more than four flags located on flagpoles or on wall-mounted posts provided that the following shall apply:
 1. There shall be a maximum of one flagpole on any lot. The remaining flags may be wall-mounted. Where there is no flagpole, there shall be a maximum of four wall-mounted flags.

not expected to contribute substantially to traffic and the spirit of this Ordinance is not unduly compromised.

- c. Entrances, internal streets, drives, and driveways must be constructed to accommodate anticipated traffic flows after the development is complete. Preparation of plans and specifications are the responsibility of the applicant.
 - d. Applicants may be required to install, at their own expense, turn lanes, traffic signals, signs, and other improvements necessary to handle the increased traffic and potential traffic hazards.
3. The proposed development must be in accordance with the Erosion Control Ordinance.
4. Lighting facilities and lighted signs must be placed and shielded in such a manner, and of such a height and intensity, as not to cause direct light to shine on other properties to the extent a public nuisance is created or a safety hazard is created on a public street. See also [§3.11 Lighting](#).
5. To the greatest extent possible, utilities must be placed underground, unless the applicant can demonstrate that it is not practicable in the particular location.
6. The proposed development must be designed to prevent danger from fire, explosion, or other safety hazards to the general public, and the persons residing or working on surrounding property.
7. Loading docks, garbage collection areas and similar facilities and functions should to the greatest extent possible, be incorporated into the overall design of the building and the landscaping, so that the visual and acoustic impacts of these functions are fully contained and are not visible from adjacent properties or public streets. In the event that the collection areas enclose dumpsters or other equipment, screening must be provided as required in [§9.06 Screening](#). Screening materials should be consistent with the principal materials of the building and landscaping.
8. Applicants may be required to install, at their own expense, sidewalks and half-street improvements as specified in the Subdivision Regulations or the Engineering Design and Construction Manual.
- B. Architectural guidelines. The following guidelines are intended to promote the health, safety and welfare of citizens. For site plans requiring Special Exception or Conditional Use approval, these guidelines may be supplemented or superseded by the approving authority by specific design guidelines applicable to specific uses or portions of the City as set out herein. Portable, prefabricated buildings only allowed in M-1 and M-2 zones, or as residential accessory structures.

1. Height and massing

- a. Multifamily, commercial and office structures must be designed to be compatible and consistent with the architectural style and character of single-family dwellings in the immediate vicinity.
- b. Lengthy unbroken facades should be avoided. As a general guide, the maximum horizontal length of an unbroken facade plane should be 50 ft in residential districts for performance residential developments, and 75 30 ft in commercial and office districts for nonresidential developments. To reduce their perceived mass and scale, buildings shall incorporate two (2) or more of the following design elements on each façade visible from a public street:
 - 1) Variations in roof form and parapet heights,
 - 2) Pronounced wall offsets that are at least two (2) feet deep,
 - 3) Distinct changes in texture and color of wall surfaces,

4) Ground level arcades and second floor galleries or balconies,

5) Protected and recessed entries, and

6) vertical accents or focal points

- c. Buildings on corner lots must be considered more significant structures, due to the fact that they have at least two front facades visibly exposed to the street. It is strongly encouraged that such buildings be designed with additional height and architectural embellishments, such as corner towers, relating to their location.
 - d. Buildings should be located to front towards and relate to public streets, both functionally and visually, to the greatest extent possible.
2. Roofs
- a. The pitch and style of roofs should be consistent with that of surrounding structures. Generally, pitched roofs should project enough beyond the facade to cast a shadow and be of a color which would be consistent and compatible with the color and materials used on the building.
 - b. Architectural embellishments which add visual interest to roofs, such as dormers, belvederes, masonry chimneys, cupolas, clock towers and other similar elements are strongly encouraged.
 - c. Mechanical equipment should be concealed from public streets within the volume of the roof or enclosed within penthouse structures or screening that will substantially eliminate visibility of the equipment from public streets.
3. Facades
- a. Front facades should be architecturally emphasized through fenestration, entrance treatments and details. Architectural elements such as doorways, dormers, gables, and porches should be used to effectively articulate facades and reduce the scale of larger structures. Diverse architectural treatments should be integrated to avoid a cluttered appearance.
 - b. Materials such as brick, stone and wood are preferred. Developers are encouraged to vary materials from building to building while limiting the number of different materials on any individual structure. In all instances the use of loud, garish colors on exterior façade materials shall be prohibited.
 - c. The architectural treatment of the front facade should be continued, in its major features, around all sides of a building that are visible from a public street. It is recommended that all sides of a building should be architecturally designed to be consistent with regard to style, materials, colors and details. Blank wall or service area treatment of side and/or rear elevations, visible from a public street is discouraged.
 - d. Fenestration should be architecturally compatible with the style, materials, color and details of the building. Windows should be vertically proportioned wherever possible. To the greatest extent possible, upper story windows should be vertically aligned with the location of windows and doors on the ground level, including storefront or display windows.
 - e. Blank, windowless walls are discouraged. If necessitated by local building codes, the wall should be articulated by the provision of blank window openings trimmed with frames, sills and lintels.
 - f. Each principal commercial building should have a highly visible customer entrance. All entrances to a building should be defined and articulated by architectural elements such as lintels, pediments,

necessary to mitigate the impact of the proposed use on the surrounding property. The violation of any condition lawfully attached to an approved conditional use is considered a violation of this Ordinance and is subject to applicable fines and penalties.

- 12.05.05 Conditional Use Approval ~~to Run with Land Timeframe~~. Conditional use approvals are issued for uses of land and may be transferred from one owner of the land to another. All conditions placed on said approval, including specific use types, apply to any new owner or developer. Any change to plans or uses by any owner will, at the recommendation of the Director, require re-approval through the normal approval process for Conditional Use. Conditional use approvals are valid for 2 years from the date of approval. Within this period, the applicant must obtain a building permit and commence **substantial construction**, or where no construction is required, obtain a business license and commence the approved use. Extensions may be granted by the city council if requested at least 30 days prior to the expiration of the conditional use approval. In the event that a structure or premises approved for a conditional use becomes and remains vacant, inactive, or ceases the approved use for a continuous period of six (6) months, the conditional use approval shall automatically expire. Any subsequent use shall require new conditional use approval in accordance with this Ordinance.

§12.06 Building Permit, Certificate of Occupancy

12.06.01 Building Permit

- A. It is unlawful to commence any construction activity, including but not limited to excavation for the construction of any structure; demolition of any structure; storage of building materials; erection of temporary field offices; or the moving or alteration (except as otherwise allowed for minor repairs, painting, wall papering and similar work not altering the structure) of any structure; until the Building Official has issued for any and all such work a building permit. Application for building permits must be made to the Building Official on forms provided for that purpose and supplemented with appropriate plans and specifications to demonstrate proposed compliance with the Ordinance.
- B. Permits for any new use or construction that will involve the on-site disposal of sewage or waste, for a change in use or an alteration that will result in an increased volume of sewage or waste to be disposed of on the site, or which requires the County Health Department's approval may not be issued until said approval has been issued by said Health Department.

12.06.02 Certificate of Occupancy

- A. No land or building may be occupied or used in whole or in part for any use whatsoever until a certificate of occupancy has been issued by the Building Official, indicating that the building or use complies with all applicable requirements of this Ordinance, the building code, and other applicable codes and regulations.
- B. Certificates of occupancy may not be issued until the premises in question have been inspected and found by the Department to comply with the requirements of this Ordinance.
- C. Certificates of occupancy may not be issued unless required landscaping and buffers have been installed or appropriately bonded.
- D. The issuance of a certificate of occupancy in no way relieves any recipient thereof from compliance with all of the terms of this Ordinance and all other applicable regulations.
- E. Whenever a temporary Certificate of Occupancy is issued, failure to meet any and all conditions upon which the temporary certificate was issued is a violation of this Ordinance.

13.03.04 Council Action

- A. Proposed amendments are considered by the Council only after receipt of the Commission's recommendation and only after holding a public hearing on the matter.
- B. No amendment may be passed except by a majority vote of the members of the Council present.

13.03.05 Limit On Initiation of Amendment Applications. No action may be initiated for an amendment to this Ordinance affecting the same parcel of land until six months has elapsed from the date of the previous Council decision, unless specifically authorized by the Council on the grounds that the circumstances relevant to the amendment request have changed significantly since the prior hearing.

§13.04 Penalties

13.04.01 Any violation of any provision of this Ordinance constitutes a Class C misdemeanor. Each day such violation continues, after due notice to discontinue such violation, is considered a separate offense. Any and all parties who commit, participate in, assist in, or maintain such violation may each be found guilty of a separate offense and suffer the penalties herein provided. Nothing herein contained prevents the City from taking such other lawful action as is necessary to prevent or remedy any violation.

13.04.02 Any person found to be in violation of this Ordinance shall, upon conviction, be subject to the penalty provisions prescribed in the General Penalty section (section 1-6) of the City Code, subject to the requirements for issuance of citations in section 2-267 of the City Code.

13.04.03 The City shall withhold the issuance of all permits and certificates of occupancy for any property with an unresolved violation until such violation is corrected, except in cases where the permit is required to resolve the violation.

3.5. Master Plan [for Subdivision submittal]. The Master Plan submission must include the following:

A. Total project plans and conditions:

- 1) The property boundaries, including metes and bounds
- 2) An area map showing the applicant's entire holding and all properties, streets, rights of way and easements within 300 feet of the property.
- 3) Topographic map with five-foot contour intervals
- 4) Phasing plan, if applicable, showing areas already developed, areas for which development approval is being requested, and areas for future development with approximate timetable for completion.

B. Development Plan showing the total project including:

- 1) Proposed use plan showing the location and acreage of distinct land use areas including:
 - a) Type and number of structures to be built by area (i.e., detached single-family, attached single-family, multifamily, retail, office)
 - b) Density of each residential area calculated in net acres
- 2) Site plan showing location, use, scale and orientation of all buildings other than detached single-family dwellings
- 3) The internal street network shown in relationship to external streets with street name and existing right-of-way width noted
- 4) Conceptual drainage and utilities plan, including method of sewage disposal and location of such facilities
- 5) Open space plan, including identification of improved and unimproved open spaces and area and overall dimensions of each required open space
- 6) Parking master plan, including location and circulation pattern of all nonresidential and common parking areas
- 7) Signage master plan, including location, height and size of all freestanding signs
- 8) Landscaping plan, including location, overall dimensions and design approach to parking lot landscaping, screening, buffers and open spaces
- 9) Location and design of lighting facilities

C. Master Plan Narrative

- 1) Evidence that the proposal is compatible with the Comprehensive Plan
- 2) Evidence that the proposal meets the purpose for SD development and community objectives and description of community benefits to be achieved as described in §6.03
- 3) Prototype development plans and schedule to show lot sizes, setbacks, typical structure arrangements, access and parking provisions
- 4) Complete description of all normally required zoning and subdivision standards to be modified and proposed alternative standards

5) Description of community facilities to be provided, such as school sites, fire stations or recreation facilities, or statements on which existing facilities will be used by the proposed residents of the project

6) Proposed restrictive covenants including how any common open spaces and facilities are to be owned and maintained; design standards and method of implementation

A-4. Sign Permit Application Requirements

Plans and specifications for proposed signs must include the following:

- 4.1. Site plan of development site showing location of any freestanding sign(s) including any easements, public rights-of-way, property lines, buildings, sight distance triangles and other signs on the property;
- 4.2. Main or entrance façade including linear dimension;
- 4.3. Dimensions and elevations of all signs;
- 4.4. Dimensions and locations of any supporting structures;
- 4.5. Maximum and minimum height of sign, and any measurements of clearance distances when a sign is mounted above a pedestrian or vehicular area;
- 4.6. For illuminated signs, indicate type and placement of illumination;
- 4.7. Inventory of number, type, location, and display area of all existing signs on the same property and/or building on which the sign is to be located.

A-5. Site Plan Review Application Requirements

- 5.1. Site plans must be drawn on 36"x 48", and at a specified scale. *Information shown on drawings included in construction plan (e.g. grading plans, utility plans, etc.) will not be considered as meeting the requirement for a site plan submission. Required site plan details must be shown on the "site plan" drawing.*
- 5.2. Written Information:
 - A. Site plan name, property address and/or location.
 - B. General statement indicating the character of the use(s) proposed for the site. This includes information describing the size and/or intensity of the use, such as the number of employees at largest shift, seating capacity, number of students, number of hospital beds or lodging rooms, etc. All other relevant information not otherwise specified in this checklist must be provided in the General Statement, such as variances on the property, nonconforming status, etc.
 - C. Property owner's name, address and telephone number; and the designated project applicant or representative if other than the property owner.
 - D. Name, address, and telephone number of engineer, surveyor, architect, landscape architect and/or any other professional involved in design of the project. Include current license numbers.
 - E. Total size of the tract expressed in square feet and acres (to nearest tenth).
 - F. Zoning district assigned to the subject property.
 - G. Zoning and current land use of adjacent properties.
 - H. Number of residential units proposed.
 - I. Proposed nonresidential use(s) of building(s).

completely screened from views both external and internal to the site with the provision of a wall or solid fence, and they shall include a screening gate for access to the refuse containers. Walls or fencing used for screening shall be visually compatible with the materials and design of the corresponding building, and it shall be taller than the height of the refuse containers, but no taller than ten (10) feet.

- 3) Lighting. Freestanding lights shall not exceed sixteen (16) feet in height for all urban mixed use areas, including streets, parking and pedestrian areas. Fixtures shall be hooded or shielded to minimize light trespass, reduce glare and minimize visibility from adjacent properties. Fixtures shall not direct light onto adjacent properties
- 4) Street & Streetscape Design. The design of streets and their streetscapes, including driving lanes, on-street parking sidewalks, landscaping and other features, shall be governed by the street classification map and corresponding cross-section designs (See Pages VII-3 through VII-11).
- 5) Service Stations. Automobile service stations are conditional uses within specified urban mixed use districts. In addition to other conditions that might be applied, they must meet the following standards:
 - a) Pump Locations. Fuel pumps shall not be located between the associate building and the primary street. They shall be located behind the building and not readily visible from the primary street, although they may be visible from secondary streets in the case of corner lots.
 - b) Building Design. The service station building shall be designed to appear as a conventional retail building.
 - c) Canopies & Lighting. The ceiling of canopies above fuel pumps should be a maximum of fourteen (14) feet in height. Light fixtures mounted on canopies shall be recessed so that the lens cover is recessed or flush with the ceiling of the canopy or shielded by the fixture or the edge of the canopy so that light is restrained to no more that 85 degrees from vertical.

11.5. EMPLOYMENT DISTRICTS (Light Industrial Manufacturing and Working Riverfront)

- A. Site Design Standards: Employment District. These site design standards shall apply to the following two districts within Northport's core city area: Light Industrial Manufacturing District and Working Riverfront District.
- B. Access and Parking
 - 1) Vehicular Access. No more than one (1) driveway shall be allowed per property unless: 1) the parking lot's size and peak-hour traffic projections warrant a second driveway, or 2) employee access and truck access must be separate.
 - 2) Driveway Widths.
 - a) Driveways Not Intended for Truck Access: Driveway widths shall not exceed twelve (12) feet for single-lane driveways or twenty-four (24) feet for two-lane driveways, or thirty-six (36) feet for three-lane driveways. No driveways may have more than three (3) lanes at their point of intersection with the street.
 - b) Driveways Intended for Truck Access: Driveway widths shall not exceed twenty-four (24) feet in total, regardless of the number of driving lanes.
 - 3) Parking Design.

the purposes of this provision. Such fences shall also be completely screened by landscaping on a year-round basis if visible from: 1) a street, 2) an adjacent property if such property is non-industrial (current use or zoning), or 3) the river.

- G. Duplicative Screening/Buffering Requirements. When the circumstances of a property trigger more than one screening/buffering requirement along a particular property line; (i.e. parking lot screening, property buffering, outdoor storage screening and/or fence screening), the most intensive of the individual requirements shall be required.
- H. Lighting. Freestanding lights shall not exceed twenty (20) feet in height for all areas, including streets, parking and pedestrian areas. Fixtures shall be hooded or shielded to minimize light trespass, reduce glare and minimize visibility from adjacent properties. Fixtures shall not direct light onto adjacent properties.
- I. Street and Streetscape Design. The design of streets and their streetscapes, including driving lanes, on-street parking sidewalks, landscaping and other features, shall be governed by the street classification map and corresponding cross-section designs (See Pages VII-3 through VII-11).
- J. Service Stations. Automobile services stations that abut non-industrial property (current use or zoning), even when separated by a street, must meet the following standards:
 - 1) Canopies. The ceiling of canopies above fuel pumps should be a maximum of fourteen (14) feet in height.
 - 2) Lighting. Light fixtures mounted on canopies shall be recessed so that the lens cover is recessed or flush with the ceiling of the canopy or shielded by the fixture or the edge of the canopy so that light is restrained to no more than 85 degrees from vertical.

11.6. Light Industrial Manufacturing District

It is the intent of this district to accommodate the efficient operation of light industrial uses that contribute to the local economy, while mitigating any potential negative impacts to surrounding areas.

A. Land Uses

- 1) Permitted Principal Uses: All uses permitted within the City's M-1 Industrial district.
- 2) Permitted Accessory Uses: Accessory uses are permitted when meeting each of the following standards:
 - a) Accessory use is customarily accessory, clearly incidental and subordinate to permitted principal uses;
 - b) Accessory use is wholly located on the same lot as the permitted principal use or on a contiguous lot in the same ownership; and
 - c) The use does not involve operations not in keeping with the character of the area.

B. Negative Impacts. Impacts such as noise, glare, vibrations, smoke, and air pollution shall not occur beyond the boundaries of the property to an extent to be deemed a significant nuisance to neighboring properties.

C. Building Scale and Placement

Zoning Ordinance Amendments

- Changed M-1 Zoning District name back to “Light Industrial” and changed downtown “Light Industrial” district to “Light Manufacturing”.
- Cleaned up definition of dwelling unit to more closely align with building code.
- Added definition for museums and clarified that they may be public or private.
- Defined Long Term Vehicle Storage and made it allowable by conditional use in M-2.
- Made upper story dwellings allowable by conditional use in Recreational district.
- Clarified requirements for minor properties zoned Special District that do not have an approved SD plan. Individual lots and undeveloped remnants of master-planned subdivisions do not require SD plan approval.
- Added allowances for open-sided structures for garden centers to be approved by Special Exception.
- Clarified that home occupations are required to go through approval process prior to commencing operations.
- Clarified requirements for ground floor commercial uses in Climate-Controlled Self-Storage.
- Added buffer requirements for commercial uses abutting residential uses.
- Clarified screening requirements to apply to all dumpsters and not to receptacles provided by The City. Dumpsters must have their gates kept closed except when the dumpster is being serviced. They will not be allowed in Residential Single-Family zones.
- Clarified that Banner signs and Temporary Yard Signs are not the same. Also cleaned up a typo in the sign ordinance.
- Adjusted architectural standards for uninterrupted building facades. Clarified what counts as “breaking up” a façade.
- Changed conditional uses from “Running with the land” to expiring after two years unless substantial construction is commenced.
- Clarified that no permits will be issued for a property with an unresolved zoning violation.
- Removed inaccurate “green text” that pertains to subdivision submittals.

City of Northport
Planning and Zoning Commission – February 10, 2026
Staff Report

Case: AMD-26-1

Applicant: City of Northport

Location: N/A

Request: Zoning Ordinance Update

The City of Northport is requesting amendments to the zoning ordinance. These updates are highlighted in the following attachment. Highlighted text with a strikethrough is currently in place and proposed to be removed. Highlighted text with no strikethrough is not currently in place and is proposed to be added. Additionally, code sections and their references have been updated as needed.

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



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

AGENDA ITEM NO. 9.a.2.

MEETING DATE: March 2, 2026

SUBJECT: First Reading, Ordinance annexing 1.27 acres located south of Old Union Chapel Road and west of Union Chapel Road

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading: X

Second Reading: X

Prepared By: Julie Ramm

Approved By: Julie Ramm

Summary:

Longleaf Engineering is requesting annexation of approximately 1.27 acres located south of Old Union Chapel Road and West of Union Chapel Road. The original zoning designation for this property will be RS-1 Single Family Residential. This property lies within the priority growth area identified by the comprehensive plan. The future land use map depicts this area as High Density Residential. The request is not in conflict with the comprehensive plan.

Recommendation:

The annexation request was given a positive recommendation from the Planning Commission.

Funding Source/GL Code:

GL Code No. Amount: \$

Motion for Consideration:

None needed for a first reading.

ORDINANCE NO:

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

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

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

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

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

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

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

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

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

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

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

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

ORDAINED AND DONE this 2nd day of March, 2026.

CITY COUNCIL OF THE CITY OF NORTHPORT

BY: _____
Jamie Dykes, Its President

ATTEST:

Tera Tubbs, City Administrator

APPROVED this 2nd day of March, 2026

Dale Phillips, Mayor

I hereby certify that the above and foregoing Ordinance was published on _____, 2026, in the Northport Gazette, a newspaper of general circulation published in the City of Northport.

Tera Tubbs, City Administrator

1st Reading: March 2, 2026
Motion:
2nd Reading: March 23, 2026
Motion By:
Second By:
Publication:

EXHIBIT A

Start at the Northeast corner of Southeast Quarter of Northeast Quarter (SE ¼ of NE ¼) of Section 32, Township 20 South, Range 10 West and run South 600 feet along East line of Section 32; thence turn right 89 degrees 46 minutes and run 87.25 feet to point of beginning; thence turn left 74 degrees 49 minutes and run 378.05 feet; thence turn right 90 degrees 00 minutes and run 150 feet; thence turn right 90 degrees 00 minutes and run 364.85 feet to County Road; thence turn right 84 degrees 58 minutes and run 150.6 feet along South margin of County Road to point of beginning, containing 1.27 acres, more or less.

PETITION FOR ANNEXATION

To The City of Northport, Alabama:

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

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

Initials: WES 10 BJ

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

Initials: WES 10 BJ

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

Initials: WES 10 BJ

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

Initials: WES 10 BJ

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

IN WITNESS WHEREOF, we have hereunto subscribed our names this the 7th day of FEBRUARY, 2002.

Names and Signatures of
ALL property owners:

Signature: William F. Barnes
Print Name: WILLIAM F. BARNES JR

Signature: Gregory Scott Sullivan
Print Name: GREGORY SCOTT SULLIVAN

Signature: Reagan Shirley
Print Name: Reagan Shirley

Signature: _____
Print Name: _____

Map or Survey Attached? ☒

Legal Description Attached? ☒

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

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

City of Northport
Planning and Zoning Commission – February 10, 2026
Staff Report

Case: ANX-26-2 and S-26-4 Old Union Chapel Road

Applicant: Longleaf Engineering

Location: South of Old Union Chapel Road and west of Union Chapel Road

Request: Preliminary Plat & Annexation

Longleaf Engineering is requesting annexation and preliminary plat approval for the Old Union Chapel Road Subdivision located south of Old Union Chapel Road and west of Union Chapel Road. The neighborhood encompasses approximately 26 acres, while the proposed annexation request is for 1.28 acres.

The portion of the property already in the city limits is zoned Residential Single-Family (RS-1). The annexation request would also include a zoning designation of Residential Single-Family (RS-1).

The subdivision contains 35 residential lots and 1 open space lot for the detention pond and buffer along Highway 43. It includes the following waiver requests:

- **Sidewalks** - A waiver has been requested for sidewalk construction on Union Chapel Road along with a partial waiver on Old Union Chapel Road. Sidewalks are not proposed in the City's Comprehensive Plan or the MPO's Bicycle and Pedestrian Plan. There are no sidewalks on the adjoining portions of Union Chapel Road, but there is a short section of sidewalk approximately 500 feet to the north.
- **Stub Streets** - The petitioner has requested a waiver for stub streets. Where a proposed subdivision adjoins unplatted or undeveloped land, the Subdivider must provide streets stubbed out to the adjoining tract at intervals between 400 ft and 1,200 ft. A waiver of the regulation would eliminate the requirement to build stub streets connecting property to the southwest, south, and east. Per the petitioner, the existing site topography and prior use as a borrow pit makes connection to adjacent properties unfeasible. The surrounding properties generally have existing public street frontage and can be utilized without need for connection to this subdivision. The property to the south is divided into small tracts, and could not be feasibly developed without consolidation into a larger tract with public street frontage on Tuscoba Loop.
- **Half-Street Improvements** - The petitioner has requested a partial waiver for half-street improvements. Curb and gutter is proposed along Old Union Chapel Road from Union Chapel Road to the western edge of lot 25, but a waiver is requested along the open space

lot. There is no developable land west of lot 25, and the curb and gutter to be waived would not connect to any existing sections of curb and gutter.

This property lies within the priority growth areas identified in the comprehensive plan. The future land use plan contained within Northport Compass depicts this property as High Density Residential. The proposed development and requested zoning do not conflict with the comprehensive plan.

The current property consists of 4 undeveloped parcels, of which 3 are zoned Residential Single-Family (RS-1) and one is located outside of the city limits (no zoning). It is surrounded to the north across Old Union Chapel Road by single-family detached residences zoned Residential Single-Family (RS-4), with one parcel located outside of the city limits (no zoning); to the east by unincorporated single-family detached residential (no zoning), to the south by a mixture of unincorporated single-family detached residential and office-warehouse (no zoning); and to the west across Highway 43 by vacant undeveloped land zoned General Commercial (C-3).

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

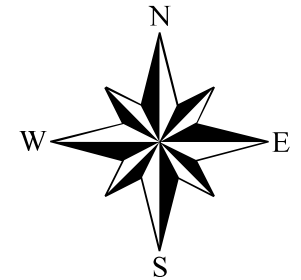
City of Northport Planning Commission

Annexation Request

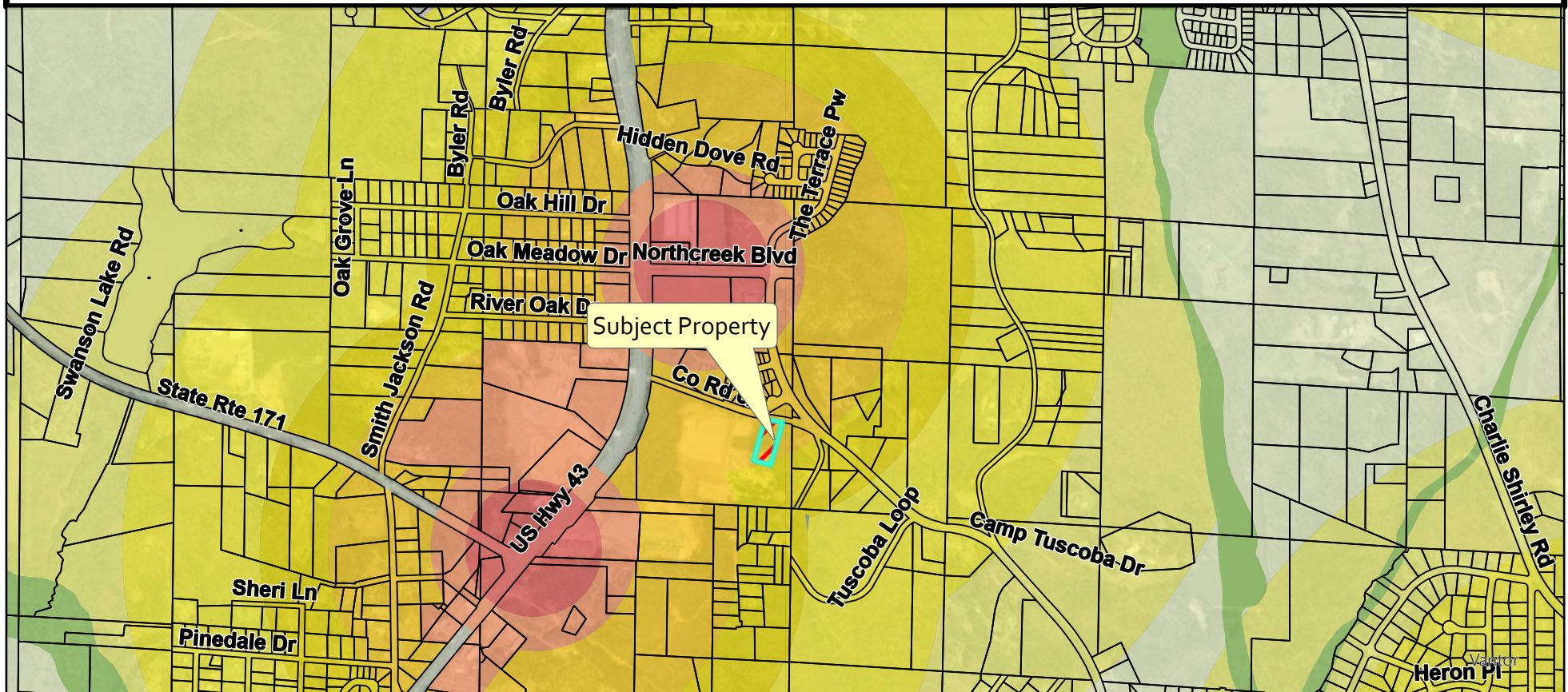
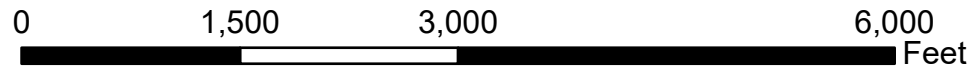
Future Land Use

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

- Low Density Residential
- Utilities
- Null
- Parcels
- Parcels selection



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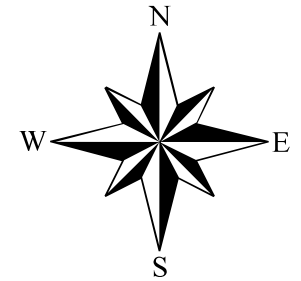
City of Northport Planning Commission

Annexation Request

Zoning

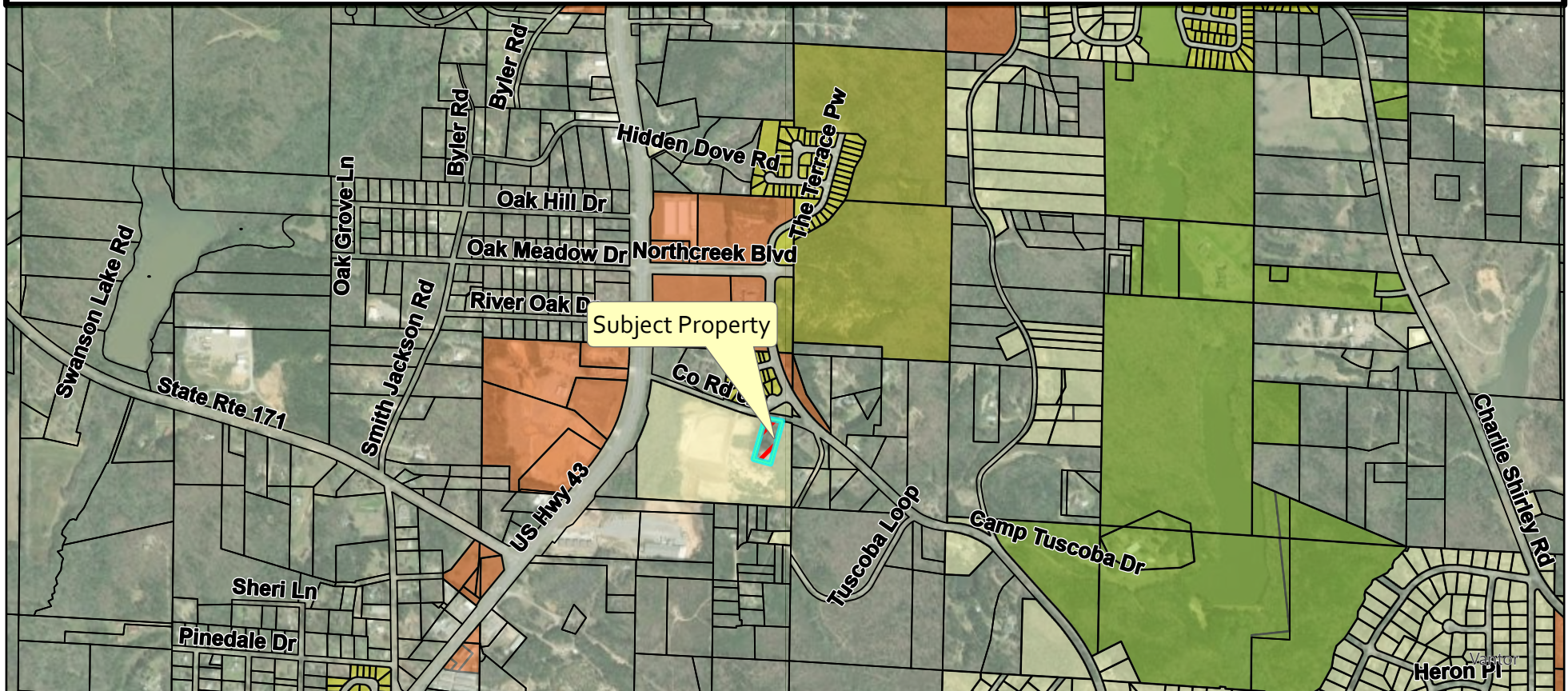
- Agriculture
- General Commercial
- Office and Institutional
- Special District
- Residential Single-Family - 1
- Residential Single-Family - 4

- Parcels
- Parcels selection



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

AGENDA ITEM NO. 9.a.3.

MEETING DATE: March 2, 2026

SUBJECT: First Reading, Ordinance approving a Conditional Use for property located at 2403 10th Street

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading: X

Second Reading:

Prepared By:

Approved By: Julie Ramm

Summary:

Levi Campbell is requesting conditional use approval for an indoor recreation facility in a Limited Manufacturing (M-1) zone for the property located at 2403 10th Street. The proposed business would operate as a "rage room." No exterior construction is proposed with this request.

Recommendation:

The Planning Commission gave a positive recommendation with the stipulation that the hours of operation be limited to 5pm-10pm, Monday-Friday, 8am-10pm on Saturdays, 12pm-10pm on Sundays.

Funding Source/GL Code:

GL Code No. Amount: \$

Motion for Consideration:

None needed for a first reading.



City of Northport
Conditional Use Permit Application

Date of Plng Comm Mtg: ____/____/____

Deadline: ____/____/____

Application Submitted: ____/____/____

Location of Property: 2403 B 10th St Northport, AL 35476Name of Applicant: Levi Campbell Phone: [REDACTED]

Address: [REDACTED] Email: [REDACTED]

Name of Owner: Jeff Jolly Phone: [REDACTED]

Address: [REDACTED] Email: [REDACTED]

Describe the Proposed Use:

Play Room

Current Zoning: _____ Total Acreage: _____ Current Use of Property: _____

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

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

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

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

Check the following:

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

_____ Designation of Agent form (if applicable)

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

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

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

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

Applicant Signature: Levi CampbellDate: 1 / 13 / 26

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

City of Northport
Planning and Zoning Commission – February 10, 2026
Staff Report

Case: SP-25-2 Crimson Rage

Applicant: Crimson Rage

Location: 2403 10th Street

Request: Conditional Use

Levi Campbell is requesting conditional use approval for an indoor recreation facility in a Limited Manufacturing (M-1) zone for the property located at 2403 10th St. The proposed business would operate as a “rage room”. There is no new exterior 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. Some examples of conditions the commission may wish to consider attaching to this recommendation could include:

- **Hours of operation** – The Commission could consider attaching a requirement that this use be limited to normal daytime business hours to minimize adverse impacts to nearby residential and church property.
- **Screening** – The existing dumpster is considered a legal nonconformity and would not normally be subject to current screening requirements found in the zoning ordinance. The Commission could consider adding a requirement that the dumpster be screened from public view at all times.
- **Garbage Cart Service** – Due to concerns regarding broken glass and other sharp objects, the commission could consider adding a requirement that the business not utilize garbage carts and instead require a dumpster to be the only method of waste removal.

The future land use plan contained within Northport Compass depicts this property as General Mixed Use. This request is not in conflict with the comprehensive plan.

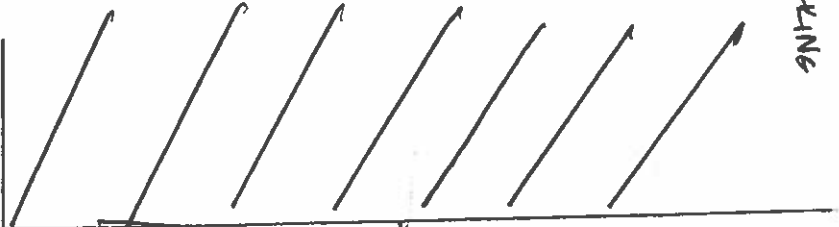
The site currently consists of an office-warehouse building on a single lot zoned Limited Manufacturing (M-1). It is surrounded to the north by a church zoned Office-Institutional (O-I) and Residential Single-Family (RS-3); to the east by a parking lot zoned Limited Manufacturing (M-1); to the south by single-family detached residential zoned Historic Neighborhood (HN); and to the west across 25th Avenue by multifamily residential zoned Neighborhood Commercial (C2).

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

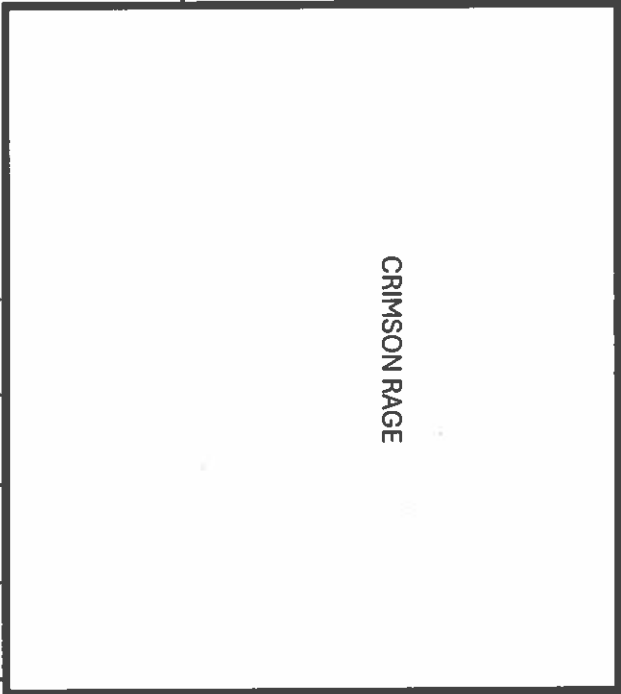
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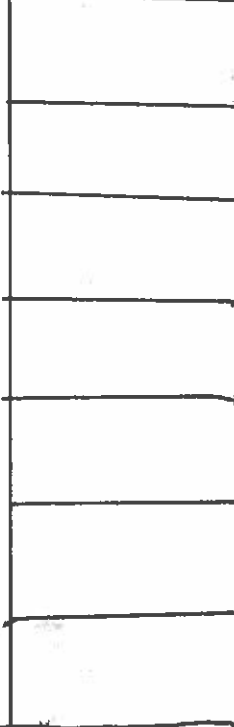
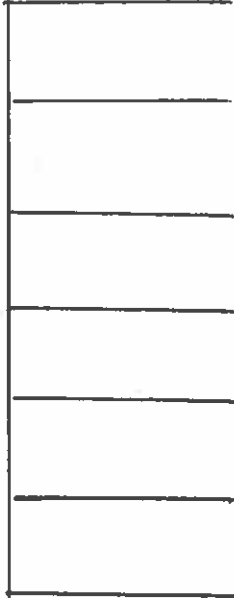
PARKING



DUMPSTER



CRIMSON RAGE



10th Street

City of Northport Planning Commission

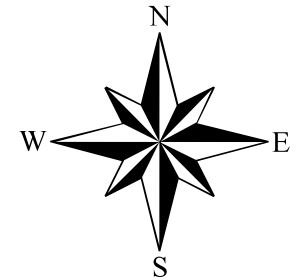
Conditional Use

Zoning

- Neighborhood Commercial
- General Commercial
- Historic Neighborhood
- Light Industrial
- Multi-Family Housing
- Neighborhood Center
- Office and Institutional

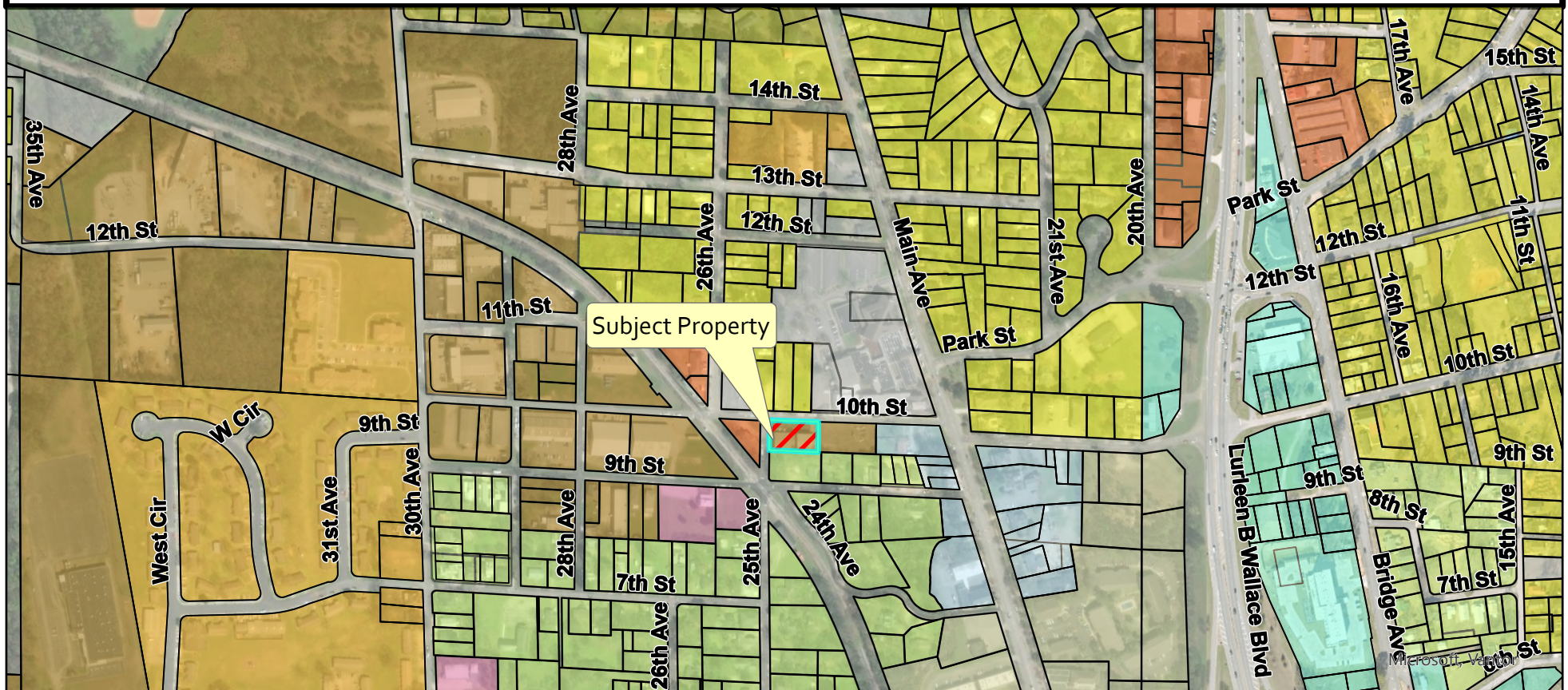
- Residential/Commercial/Institutional
- Residential Multi-Family
- Special District
- Residential Single-Family - 3
- Residential Single-Family - 4
- Suburban Mixed-Use
- Subject Property

Subject Property



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

AGENDA ITEM NO. 9.a.4.

MEETING DATE: March 2, 2026

SUBJECT: First Reading, Ordinance Adopting FY2026 General Fund and Water & Sewer Capital Budgets

Unfinished Business:

Public Hearing:

New Business:

First Reading: X

Consent Agenda:

Second Reading:

Prepared By: Kelly Homan

Approved By: Darren McGee

Summary:

This ordinance is to approve the FY2026 General Fund and Water & Sewer Capital Budgets. These budgets will be for a twelve (12) month period, from October 1, 2025 until September 30, 2026.

Recommendation:

It is recommended this ordinance be adopted.

Funding Source/GL Code:

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

Motion for Consideration:

I move to adopt the ordinance adopting the fiscal year 2026 General Fund and Water & Sewer Capital Budgets.

ORDINANCE NO. 22_____

ORDINANCE ADOPTING THE FY2026 GENERAL FUND AND WATER & SEWER CAPITAL BUDGETS

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

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

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

WHEREAS, said Ordinance requires that the budget be balanced.

NOW, THEREFORE, BE IT ORDAINED by the City Council for the City of Northport, Alabama, that the budget attached hereto and incorporated herein by reference shall be and, hereby, is declared the General Fund Capital Budget and the Water & Sewer Fund Capital Budget for the City of Northport for the 2026 Fiscal year beginning October 01, 2025 and ending September 30, 2026.

ORDAINED AND DONE this 2nd day of March, 2026.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

BY: _____
Jamie Dykes, Its President

Tera Tubbs, City Administrator

APPROVED this 2nd day of March, 2026

Dale Phillips, Mayor

I hereby certify that the above and foregoing Ordinance was published on _____, 2026, in the Northport Gazette, a newspaper of general circulation published in the City of Northport.

Tera Tubbs, City Administrator

1st Reading: March 2nd 2026

Motion:

2nd Reading: , 2026

Motion By:

Second By:

Publication: , 2026

2026 Capital Budget

as of 02/17/26

Account Number	Account Name	Description	2026 Approved Budget	2025 Rollover Budget	2026 Budget & Rollover
Dept 15: Admin					
01-15-600-80001	Infrastructure	Comprehensive Plan-Citywide	0.00	35,496.69	35,496.69
01-15-600-80008	Tiger Park		0.00	122,863.78	122,863.78
01-15-600-80009	Tiger Field	Restroom,Fencing	0.00	107,907.19	107,907.19
Subtotal			0.00	266,267.66	266,267.66
Dept 22: IT Department					
01-22-600-80000	Equipment	Computer replacement	30,000.00		
01-22-600-80000	Equipment	New Firewall for main internet circuit	15,606.00	0.00	15,606.00
Subtotal			45,606.00	0.00	15,606.00
Dept 32: Engineering Department					
01-32-600-80001	Infrastructure	Rose Blvd/Colony Trace Pedestrian Crossing	0.00	50,000.00	50,000.00
01-32-600-80001	Infrastructure	Dirt Road Stabilization	0.00	2,530.00	2,530.00
01-32-600-80001	Infrastructure	As Needed Pavement Repairs	0.00	81,750.00	81,750.00
01-32-600-80001	Infrastructure	Pedestrian Improvements - Wildcat Dr & Rose Blvd	0.00	25,000.00	25,000.00
Subtotal			0.00	159,280.00	159,280.00
Dept 33: Police Department					
01-33-600-80000	Equipment	Ford Explorers - Patrol Units (6)	492,000.00		492,000.00
Subtotal			492,000.00	0.00	492,000.00
Dept 35: Fire Department					
01-35-600-80000	Equipment	17ft Aluminum Boat w motor	14,696.00		14,696.00
01-35-600-80000	Equipment	Monitor Guns for new EN3 & EN 4 (2)	13,990.00		13,990.00
01-35-600-80000	Equipment	Fire Station 3 Repairs	25,000.00		25,000.00
Subtotal			53,686.00	0.00	53,686.00
Dept 37: Public Works					
01-37-600-80000	Equipment	Knuckleboom	290,000.00		290,000.00
01-37-600-80000	Equipment	NPCC Commercial Gas Package	38,000.00		38,000.00
01-37-600-80000	Equipment	Elevator @ PD	32,000.00		32,000.00
01-37-600-80000	Equipment	Fuel System	0.00	80,000.00	80,000.00
01-37-600-80000	Equipment	Mosquito Sprayer	0.00	20,000.00	20,000.00
01-37-600-80001	Infrastructure	Corrugated Metal Pipe Rehab	0.00	4,490.00	4,490.00
01-37-600-80001	Infrastructure	Historic Street Signs - Downtown	0.00	26,000.00	26,000.00
Subtotal			360,000.00	130,490.00	490,490.00

Account Number	Account Name	Description	2026 Approved Budget	2025 Rollover Budget	2026 Budget & Rollover
Fund 50: W&S Fund					
50-39-600-81508	Infrastructure	Gravity Main Rep. & New PS near HWY 82 (Ph 1)	0.00	250,000.00	250,000.00
50-39-600-81302	Infrastructure	WWTP Outfall enhancement to Black Warrior	0.00	900,000.00	900,000.00
50-39-600-81309	Infrastructure	Sewer Expansion - HWY 69-Martin Rd	0.00	255,585.00	255,585.00
50-39-600-81601	Infrastructure	ARPA WWTP - Sludge Management	0.00	305,540.38	305,540.38
50-39-600-81602	Infrastructure	ARPA WWTP - Chemical Feed & Process Enhancement	0.00	25,704.76	25,704.76
50-39-600-81407	Infrastructure	Sewer Flow Monitoring	0.00	31,060.00	31,060.00
50-39-600-81515		Cost of Service Study	0.00	18,123.70	18,123.70
50-39-600-81409	Infrastructure	Hightown Water Tank control valve	0.00	70,064.00	70,064.00
50-39-600-81507	Infrastructure	Vineyards Pump Station Rehab	0.00	314,128.45	314,128.45
50-39-600-81517	Infrastructure	9th Street Sewer Replacement	0.00	344,246.25	344,246.25
50-39-600-81518	Infrastructure	Resource Lane Sewer Repair	0.00	148,882.97	148,882.97
50-39-600-81410	Infrastructure	WTP Master Plan	0.00	164,296.19	164,296.19
50-39-600-81411	Infrastructure	WWTP Master Plan	0.00	117,103.81	117,103.81
50-39-600-?????	Infrastructure	Water Distribution System Master Plan	250,000.00	0.00	250,000.00
50-39-600-?????	Infrastructure	Wastewater Collection System Master Plan	350,000.00	0.00	350,000.00
50-39-600-?????	Infrastructure	Greater Downtown Infrastructure Improvements	250,000.00	0.00	250,000.00
50-39-600-81409	Infrastructure	Hightown Water Tank rehab	650,000.00	0.00	650,000.00
50-39-600-80000	Equipment	Crane Truck, F150, Bobcat, Dump Truck	430,000.00	3,077.00	433,077.00
Subtotal			1,930,000.00	2,947,812.51	4,877,812.51
GF Capital Budget Total			951,292.00	556,037.66	1,507,329.66
W&S Capital Budget Total			1,930,000.00	2,947,812.51	4,877,812.51



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

AGENDA ITEM NO. 9.b.1.

MEETING DATE: March 2, 2026

SUBJECT: Resolution Ratifying Application for the Alabama Recycling Fund Grant Through the Alabama Department of Environmental Management

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 requests the City Council to ratify the application for the Alabama Recycling Fund Grant through the Alabama Department of Environmental Management for funding for various recycling-related items. The request for ratification is due to the application deadline of March 1, 2026. There will be no match associated with this grant.

Recommendation:

That the requested resolution be approved.

Funding Source/GL Code:

GL Code No. NA Amount: NA

Motion for Consideration:

I move that the City Council approve the resolution ratifying the application for the Alabama Recycling Fund Grant through the Alabama Department of Environmental Management.

RESOLUTION NO. 26-

**RESOLUTION TO RATIFY APPLICATION FOR THE ALABAMA RECYCLING
FUND GRANT THROUGH THE ALABAMA DEPARTMENT OF ENVIRONMENTAL
MANAGEMENT**

WHEREAS, the Engineering department requests the City Council to ratify the application for the Alabama Recycling Fund Grant through the Alabama Department of Environmental Management for the funding for various recycling-related items; and,

WHEREAS, the request for ratification is due to the application deadline of March 1, 2026; and,

WHEREAS, there will be no match associated with this grant.

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

1. That the City Council ratifies the application for the Alabama Recycling Fund Grant through the Alabama Department of Environmental Management; and,
2. If awarded grant, there will be no match associated; and,
3. That the authorized representative(s) may submit and execute any and all documentation related to the grant.

RESOLVED AND DONE THIS 2nd DAY OF March 2026.

CITY COUNCIL OF THE CITY OF NORTHPORT

Jamie Dykes, Its President

ATTEST:

Tera Tubbs, City Administrator

Reading: March 2, 2026

Motion: _____

Second: _____



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

AGENDA ITEM NO. 9.b.2.

MEETING DATE: March 2, 2026

SUBJECT: Resolution Authorizing the City Administrator to Execute revised NESC and NEC Lighting Service Agreements with Alabama Power for Roadway, Parking Lot, and Promenade Lighting at River Run Park

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Morgan Stuart

Approved By: Brad Matthews

Summary:

The City Council previously authorized NESC and NEC lighting service agreements with Alabama Power Company for roadway, parking lot, and promenade lighting for River Run Park (Resolution 24-176). The agreements were executed in November 2024. Due to differences between estimated and actual construction costs, Alabama Power has requested to revise the agreements. The NESC agreement would increase from \$6,307.28 to \$6,757.80 per month. The NEC agreement would decrease from \$2,436.84 to \$1,856.65 per month. The overall savings are \$129.67 per month compared to the original agreements. The monthly cost for each agreement shall include the electrical service, fixtures, and associated equipment. The Engineering Department is requesting authorization to execute the revised service agreements.

Recommendation:

That the requested resolution be approved.

Funding Source/GL Code:

GL Code No. 01-46-400-50500 Amount: \$Monthly Rate As Proposed

Motion for Consideration:

I move that the City Council authorize the City Administrator to execute revised NEC and NESC Lighting Service Agreements with Alabama Power Company for the Roadway and Parking Lot Lighting for River Run Park.

RESOLUTION NO. 26-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE TWO
REVISED LIGHTING AGREEMENTS WITH ALABAMA POWER COMPANY FOR
ROADWAY, PARKING LOT, AND PROMENADE LIGHTING AT RIVER RUN PARK**

WHEREAS, the City of Northport previously authorized NESC and NEC Lighting Service Agreements with Alabama Power Company for the roadway, parking lot, and promenade lighting for River Run Park, Resolution 24-176; and,

WHEREAS, the agreements need to be updated due to differences between estimated and actual construction costs and as a result the Engineering department is requesting authorization to execute revised agreements for the lighting; and,

WHEREAS, the Engineering department is requesting that the City Council authorize the City Administrator to execute lighting services agreements with Alabama Power as follows; and,

River Run Park promenade (NEC agreement)	\$1,856.65/mo.
River Run Park entrance/exit areas, parking lot, and maintenance building (NESC agreement)	\$6,757.80/mo.

WHEREAS, the monthly cost for each area shall include the electrical service, fixtures, and associated equipment.

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 revised NESC and NEC Lighting Service Agreements with Alabama Power Company for the Roadway, Parking Lot, and Promenade lighting at River Run Park; and,
2. That the City Administrator and/or her designee is hereby authorized to execute any and all documentation relevant to the work described herein and the contract itself; and,
3. That the City Administrator and/or her designee is hereby authorized to issue and approve requisitions associated with River Run Park Lighting Service Agreements.

RESOLVED AND DONE THIS 2nd DAY OF March 2026.

CITY COUNCIL OF THE CITY OF NORTHPORT

Jamie Dykes, Its President

ATTEST:

Tera Tubbs, City Administrator

Reading: March 2, 2026

Motion: _____

Second: _____

Lighting Services Lease Agreement

NEC® Governmental



Project # LP65075

Customer Legal Name CITY OF NORTHPORT DBA _____

Service Address 0 OLIVER DAM RD NORTHPORT AL 35476 County Tuscaloosa - AL

Mailing Address PO BOX 569 NORTHPORT AL 35476

Email _____ Tel # 205-333-8196 Alt Tel # _____

Tax ID # xxx-xx-1330 Business Description Governmental Support

Existing Customer? Yes ☒ No ☐ If Yes (and if possible), does customer want Yes ☐ No ☒ the Service added to an existing account? If Yes, which Account Number? _____

Selected Components

Qty	Watts	Type	OH/UG	Description
16	97	Pendant	UG	Black 4000K

Monthly Service Cost (\$)
\$1,856.65

Prepaid Amount	\$ 0.00
Initial Term	60 months

Project Notes:

Install 16 LED fixtures and associated equipment in promenade area of River Run Park; to be fed from customer's breaker panel and operated by timer.
Pendant fixtures -- 10,000 to 13,000 initial lumens per fixture, Area fixtures -- 27,000 to 33,000 initial lumens per fixture.

Customer agrees to this Lighting Lease Agreement with Alabama Power Company under the attached terms and conditions and authorizes all actions noted on this Agreement. Customer agrees to allow removal of existing APC Assets, and/or Customer owned assets as needed to provide the Service.

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization

Signature _____

Print Name _____

Print Title _____

Date _____

Alabama Power Authorization

Signature _____

Print Name Brandon Hinton

Print Title Account Manager

Phone Number 205-234-6962

Email bhinton@southernco.com

Date _____

TERMS and CONDITIONS (Governmental)

1. **Lighting Services Agreement.** This Lighting Services Lease Agreement (“**Agreement**”) states the agreed terms and conditions upon which **Alabama Power Company (“APC”)** will provide lighting service and, where APC deems necessary, related electric service (collectively “**Service**”) to the Customer identified on page 1 of this Agreement (“**Customer**”). Service will be provided to Customer at the Service Address set forth on page 1 of this Agreement (the “**Premises**”). APC may update, modify or replace all poles, bases, wiring, conduit, fixtures, controls and related items (collectively, the “**APC Assets**”) as necessary or convenient in order to address regulatory requirements or for other reasons related to the provision of Service.
2. **Intent and Title.** This Agreement concerns the provision of Service to Customer by APC and is not a sale, lease or licensing of goods, equipment, property or assets of any kind. APC retains the sole and exclusive right, title and interest in and to all of the APC Assets utilized in connection with the Service. Moreover, APC may remove the APC Assets upon termination of this Agreement. **APC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this Agreement under any federal or state tax law; Customer enters into this Agreement in sole reliance upon Customer's own advisors.**
3. **Term.** The initial Agreement term is stated on Page 1, calculated from the start date of the first monthly billing service period for lighting service under this Agreement. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party at least 30 days before the desired termination date. APC's address for notice is P.O. Box 2641, Birmingham, Alabama 35203; Customer's mailing address is noted on Page 1.
4. **Payment.** APC will invoice Customer per the terms stated on Page 1. Customer agrees to pay the amount billed by billed before Customer's next bill is issued by APC. Applicable taxes included in the Service Cost are subject to change at any time. If a balance is outstanding past the due date, Customer agrees to pay the greater of 1.5% of the unpaid balance or \$2.00 and acknowledges that APC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue service. If applicable, Customer must provide a copy of its Alabama sales tax exemption certificate.
5. **Premises Activity.** Customer grants APC and its contractors and representatives the right and license to enter the Premises and perform all manner of activities related to the provision of Service, including the right to: (i) access the Premises with vehicles, the APC Assets, and other tools or equipment in order to install and connect the APC Assets and provide Service; (ii) remove and disconnect pre-existing equipment where it is necessary or convenient to do so for the provision of Service; (iii) inspect, maintain, test, replace, repair, and remove APC Assets; (iv) provide electric energy in relation to the Service where APC deems necessary; and (v) conduct any other activities reasonably related to the provision of Service, including surveying, digging and excavation with tools, mechanized equipment and other machinery (activity items (i) – (v) collectively, the “**APC Activity**”). Customer represents that the individual signing this Agreement on its behalf has authority to do so and that it has express authority from all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the APC Activity.
6. **Installation.** Customer recognizes that APC may be required to install the APC Assets in order to provide this Service (“**Installation**”). Customer represents that: (i) the Premises' final grade will vary no more than 6 inches from the grade existing at the time of Installation; and (ii) if applicable and required for proper Installation, Premises property lines will be clearly marked before Installation.
 - A. **Customer Work.** If APC, upon Customer's request, allows Customer to itself or through a third party perform any part of the activities related to the Installation of APC Assets at the premises (including trenching), Customer warrants that the work will meet APC's installation specifications (which APC will provide to Customer and are incorporated by this reference). Customer is responsible for all reasonable additional costs arising from Customer's non-compliance with APC's specifications or lack of timely (i.e., 10 days') notice to APC that APC Activity related to the Installation and connection of APC Assets can commence.
 - B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because APC Activity may require excavation not subject to the Alabama's Underground Damage Prevention Legislation (Ala. Code §§ 37-15-1 - 37-15-11) (“**Dig Law**”), **Customer must mark any private utility or facility (e.g., gas/ water/sewer line; irrigation facility; low voltage data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law.** If APC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before APC commences the APC Activity, Customer is responsible for all damages and any resulting delay.
 - C. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for any subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, etc. encountered during the APC Activity (“**Unforeseen Condition**”). If APC encounters an Unforeseen Condition, APC, in its sole discretion, may stop all APC Activity until Customer either remedies the condition or agrees to reimburse all APC costs arising from the condition. Customer is responsible for all costs of modification or change to the APC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside APC's control.
 - D. **Installation Modifications.** APC, at its sole discretion, may remove, relocate or re-position APC Assets to address any Installation issues. Customer is responsible for all cost of Installation modifications requested by Customer.
7. **APC Asset Protection and Damage.** After Installation and throughout this Agreement's term, in the event of any work or digging near the APC Assets, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests by calling Alabama 811 or 1-800-292-8525; and (ii) provide notices to other utilities or operators as required by the Dig Law. As between Customer and APC, Customer is responsible for all damages arising from failure to comply with applicable law or for damage to APC Assets caused by anyone other than APC (or an APC contractor or representative). APC will maintain APC Assets and will bear the cost of routine repair or replacement. Customer is responsible for the cost of repairing or replacing any APC Assets damaged or destroyed due to vandalism or willful abuse.
8. **Interruption of Service.** Customer understands Service is provided on an “as is” and “as available” basis and may be interrupted. Customer is responsible for notifying APC if there is a Service interruption. Customer can provide such notice by calling the Business Service Center at 1-888-430-5787.
9. **Disclaimer; Damages.** **APC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose or of merchantability) regarding the Illumination Service or any APC Activity.** Customer also acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or APC Assets choice, the Illumination Service may not follow IESNA guidelines. **Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the Illumination Service, APC Assets or this Agreement, or arising from damage, hindrance, or delay involving the Illumination Service or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. Customer is solely responsible for safety of the Premises and agrees that APC has no obligation to ensure the safety of the Premises.**
10. **Liability.** To the fullest extent allowed by law, Customer agrees to indemnify, release, hold harmless, and, at APC's request, defend APC and its affiliates and contractors (and their officers, directors, employees, representatives, and agents) from and against any loss, damage, cost, expense, or liability (including actual attorneys' fees reasonably incurred and all expenses of investigation and defense) for any damage or claim for personal or bodily injury (including death), invasion of privacy, trespass, property damage (including loss of use), monetary damage, or equitable relief caused by or arising out of any misrepresentation or act or omission of Customer involving this Agreement, the Service, the APC Assets, or the Premises, whether or not caused by or arising out of the joint, concurrent, or contributory (but not sole) negligence of APC.
11. **Default.** Each of the following shall constitute a default: (1) Customer does not pay the entire amount owed within forty-five (45) days of billing or (2) Customer's, or its employees, agents, representatives, negligent, willful or intentional misconduct or violation of any law, regulation, code or ordinance. If default occurs, APC, at its discretion, may immediately terminate this Agreement, collect all past due amounts (including late fees) and all amounts due for the Service during the remaining Term, remove the APC Assets from the Premises, and seek any other legal or equitable remedy.
12. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Service and APC Activity and replaces any prior agreement, written or oral. Subject to applicable law, APC may modify the terms of this Agreement by providing thirty (30) days' prior written notice to Customer of such modification. If Customer uses the Service or makes any payment to use the Service on or after the effective date of the modification, Customer accepts the modification. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other party. Customer will not assign, in whole or in part, this Agreement or its Agreement rights or obligations. Any such assignment without APC's prior written consent will be void and of no effect. No assignment, whether with or without consent, relieves Customer of its Agreement obligations. Customer must provide advance notice of a change in control of all, or substantially all, of Customer's ownership or interest in the Premises. In this Agreement, “including” means “including, but not limited to.” Alabama law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

Project # LP65076

Customer Legal Name City of Northport DBA _____

Service Address Oliver Lock & Dam Rd Northport AL 35473 County Tuscaloosa County

Mailing Address Post Office Box 569 Northport AL 35476

Email _____ Tel # 205-333-8196 Alt Tel # _____

Tax ID# XXX-XX-1330 Business Description Governmental Support

Existing Customer Yes ☒ No ☐ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☐ No ☒ If Yes, which Account Number? _____

Selected Components				
Qty	Wattage	Type	OH/UG	Description
7	97	Area	UG	Black 4000K
42	234	Area	UG	Bronze 4000K
11	234	Area		Bronze 4000K

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*	Prepaid Amount	
\$6,313.80	\$444.00	\$6,757.80	Initial Term	60 months

* The Regulated Charge is subject to change at any time as dictated by the Alabama Public Service Commission. The amount shown is an estimate based on the applicable rate in effect at time of Agreement proposal; actual charges may vary.

Project Notes:

Install 60 LED fixtures and associated equipment in parking lot, maintenance building, and River Run Park entrance/exit areas; to be served directly from APC's distribution system and operate dusk-to-dawn by photocell.
Pendant fixtures -- 10,000 to 13,000 initial lumens per fixture, Area fixtures -- 27,000 to 33,000 initial lumens per fixture.

Customer agrees to this Lighting Services Agreement with Alabama Power Company under the attached terms and conditions and authorizes all actions noted on this Agreement. Customer agrees to allow removal of existing APC Assets, and/or Customer owned assets as needed to provide the Service.

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization

Alabama Power Authorization

Signature _____

Print Name _____

Print Title _____

Date _____

Signature _____

Print Name Brandon Hinton

Print Title Account Manager

Phone Number 205-234-6962

Email bhinton@southernco.com

Date _____

TERMS and CONDITIONS (*Illumination - Governmental*)

1. **Lighting Services Agreement.** This Lighting Services Agreement (“**Agreement**”) states the agreed terms and conditions upon which **Alabama Power Company (“APC”)** will provide lighting service and, where APC deems necessary, related electric service (collectively “**Service**”) to the Customer identified on page 1 of this Agreement (“**Customer**”). Service will be provided to Customer at the Service Address set forth on page 1 of this Agreement (the “**Premises**”). APC may update, modify or replace all poles, bases, wiring, conduit, fixtures, controls and related items (collectively, the “**APC Assets**”) as necessary or convenient in order to address regulatory requirements or for other reasons related to the provision of Service.
2. **Intent and Title.** This Agreement concerns the provision of Service to Customer by APC and is not a sale, lease or licensing of goods, equipment, property or assets of any kind. APC retains the sole and exclusive right, title and interest in and to all of the APC Assets utilized in connection with the Service. Moreover, APC may remove the APC Assets upon termination of this Agreement. **APC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this Agreement under any federal or state tax law; Customer enters into this Agreement in sole reliance upon Customer's own advisors.**
3. **Term.** The initial Agreement term is stated on Page 1, calculated from the start date of the first monthly billing service period for lighting service under this Agreement. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party at least 30 days before the desired termination date. APC's address for notice is P.O. Box 2641, Birmingham, Alabama 35203; Customer's mailing address is noted on Page 1.
4. **Payment.** APC will invoice Customer per the terms stated on Page 1, and if applicable subject to any change in the electric service charge dictated by the Alabama Public Service Commission. Customer agrees to pay the amount billed by billed before Customer's next bill is issued by APC. Applicable taxes included in the Service Cost are subject to change at any time. If a balance is outstanding past the due date, Customer agrees to pay the greater of 1.5% of the unpaid balance or \$2.00 and acknowledges that APC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue service. If applicable, Customer must provide a copy of its Alabama sales tax exemption certificate.
5. **Regulated Cost.** During the Term of this Agreement, the actual Regulated Cost will be calculated using the tariffs approved by Alabama Public Service Commission (the “**Commission**”) at the time of billing. Alabama state law and the rules, regulations and applicable rate schedules of APC as may be filed with and regulated by the Commission govern electric service and are incorporated herein by reference. Such laws, rules, regulations and rate schedules are subject to change during the term of this Agreement as provided by law. Copies of current rules, regulations and applicable rate schedules are available for viewing on APC's website <http://www.alabamapower.com>.
6. **Premises Activity.** Customer grants APC and its contractors and representatives the right and license to enter the Premises and perform all manner of activities related to the provision of Service, including the right to: (i) access the Premises with vehicles, the APC Assets, and other tools or equipment in order to install and connect the APC Assets and provide Service; (ii) remove and disconnect pre-existing equipment where it is necessary or convenient to do so for the provision of Service; (iii) inspect, maintain, test, replace, repair, and remove APC Assets; (iv) provide electric energy in relation to the Service where APC deems necessary; and (v) conduct any other activities reasonably related to the provision of Service, including surveying, digging and excavation with tools, mechanized equipment and other machinery (activity items (i) – (v) collectively, the “**APC Activity**”). Customer represents that the individual signing this Agreement on its behalf has authority to do so and that it has express authority from all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the APC Activity.
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11. **Liability.** To the fullest extent allowed by law, Customer agrees to indemnify, release, hold harmless, and, at APC's request, defend APC and its affiliates and contractors (and their officers, directors, employees, representatives, and agents) from and against any loss, damage, cost, expense, or liability (including actual attorneys' fees reasonably incurred and all expenses of investigation and defense) for any damage or claim for personal or bodily injury (including death), invasion of privacy, trespass, property damage (including loss of use), monetary damage, or equitable relief caused by or arising out of any misrepresentation or act or omission of Customer involving this Agreement, the Service, the APC Assets, or the Premises, whether or not caused by or arising out of the joint, concurrent, or contributory (but not sole) negligence of APC.
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**DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA**

AGENDA ITEM NO. 9.b.3.

MEETING DATE: March 2, 2026

SUBJECT: Resolution Authorizing Application for the 2026 AARP Community Challenge Grant

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Morgan Stuart

Approved By: Brad Matthews

Summary:

The Engineering Department requests the City Council to authorize the application for the 2026 AARP Community Challenge Grant. The grant awards up to \$15,000; any additional funds will be paid by the City. The project request is to replace the picnic tables, benches, and trash cans in Kentuck Park, if awarded.

Recommendation:

The requested resolution be approved

Funding Source/GL Code:

GL Code No. NA Amount: NA

Motion for Consideration:

I move that the City Council authorize application for the 2026 AARP Community Challenge Grant.

RESOLUTION NO. 26-

RESOLUTION AUTHORIZING APPLICATION FOR THE 2026 AARP COMMUNITY CHALLENGE GRANT

WHEREAS, the Engineering Department requested the City Council to authorize the application for the 2026 AARP Community Challenge Grant; and,

WHEREAS, the project request is to replace the picnic tables, benches, and trash cans in Kentuck Park, if awarded; and,

WHEREAS, the grant awards up to \$15,000; any additional funds will be paid by the City

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

1. That the City Council authorize the application for the 2026 AARP Community Challenge Grant; and,
2. If awarded grant, the grant awards up to \$15,000; any additional funds will be paid by the City; and,
3. That the authorized representative(s) may submit and execute any and all documentation related to the grant.

RESOLVED AND DONE THIS 2nd DAY OF March 2026.

CITY COUNCIL OF THE CITY OF NORTHPORT

Jamie Dykes, Its President

ATTEST:

Tera Tubbs, City Administrator

Reading: March 2, 2026

Motion: _____

Second: _____



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

AGENDA ITEM NO. 9.b.4.

MEETING DATE: March 2, 2026

SUBJECT: Resolution Authorizing the City Administrator to Execute Amendment No. 5 to the Master Services Agreement with TTL, Inc. for the Sports and Recreation Complex at Northport Shore

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Morgan Stuart

Approved By: Brad Matthews

Summary:

The City Council previously approved the execution of a master services agreement with TTL, Inc. for the sports and recreational complex at Northport Shore. The amended scope adds design and construction phase services for the maintenance building, as well as surveying and engineering services for platting the property. The revised scope and fee has been reviewed by the Engineering Department and is recommended for approval.

Recommendation:

That the requested resolution be approved.

Funding Source/GL Code:

GL Code No.01-45-000-54004 Amount: \$32,700.00

Motion for Consideration:

I move that the City Council authorize the City Administrator to execute Amendment No. 5 to the Master Service Agreements with TTL, Inc. for the Sports and Recreational Complex at Northport Shore, in the amount of \$32,700.00.



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

February 18, 2026

Ms. Tera Tubbs, P.E.
City Engineer
City of Northport
3500 McFarland Boulevard
Northport, AL 35476

Attn: Mr. Brad Matthews, PE

**RE: Master Services Agreement – Revised Amendment No. 5
The City of Northport Sports and Recreation Complex at Northport Shore
City of Northport, Alabama**

Dear Brad:

We are writing to provide you with amendment no. 5 to the existing Master Services Agreement (MSA) for professional services for the above referenced project. Please see the Fee Proposal section for amendment no. 5.

The proposed scope of services to be added includes:

- River Run Park Maintenance Building Package project at Northport Shore Design, Bid, and Construction Phase Services.
 - These services include professional services for survey, design, bid, construction administration, CMT, Special Inspection (if any), construction staking, and related construction expenses for the Maintenance Building Package.
- Northport Shore Subdivision/PZC/Platting services.
 - These services include professional services for design, survey, and PZC/Platting expenses for the subdivision of all currently owned City of Northport property located within Northport Shore into specific lots. This work is related to the completion of River Run Park and future adjacent development and the dedication of all necessary R.O.W. for the pending 5th Street Improvements located adjacent to the Northport Shore Properties.
 - The predesign and submittal for the April PZC meeting are in March. Subdivision Services will include coordination of the preliminary subdivision plat with the City of Northport. Individual tasks associated with this process include the following:
 - Preliminary Plat: Prepare the preliminary plat accompanied by the required information for submittal to the City of Northport.
 - Planning and Zoning Commission: Prepare for and attend the public Planning and Zoning Commission (PZC) hearing required for preliminary plat approval.
 - Final Plat: Prepare and submit the Final Plat for recording the combined properties.
 - Application, recording, and any other fees required will be invoiced as a reimbursable expense.

***Sports and Recreation Complex at Northport Shore
(formerly Warrior Sports and Recreation Complex)***

This proposed Warrior Complex development is located at the existing City owned Kentuck Park and includes areas surrounding the wastewater treatment plant. The development area includes property to the west of existing Kentuck Park formerly owned by The Friends of Northport that is located between Mill Creek and existing Kentuck Park and is bordered to the north by 5th Street, and to the south by City owned property. The Warrior Complex development area also includes the Levee Walk trail head and the Levee Walk to the east of Oliver Dam Road including additional City owned property on the north and south sides of the Levee Walk. This area is bordered by the Black Warrior River and the railroad right-of-way and is accessible from River Street right-of-way. The development area will also include leased property with the U.S. Army Corps of Engineers (USACE) allowing connectivity to and including the existing boat landing and property west of the boat launch along the Black Warrior River. There will be park connectivity to the Farmer's Market and Van de Graff Park through Friends of Northport property. The project area also includes buffer areas along existing 5th Street, Oliver Dam Road, and 30th Avenue. The total development area is approximately 300 acres.

The master services agreement tasks as previously listed has been further developed and detailed below establishing the scope of services for each task for the consultant and/or subconsultant.

TASK NO. 1 SCOPE OF SERVICES

Project Management

The objective of Task Order Directive One (TOD 1) is to provide the City with professional support services associated with implementation of the master plan developed for the recently renamed Sports and Recreation Complex at Northport Shore. Generally, this task may include various services for all phases of project development including pre-design, permitting, design, bid phase, construction phase, and project closeout.

The CONSULTANT and its subconsultants will assist the City with planning, engineering, architecture, landscape architecture, and other professional services to manage overall development of the complex. This will include assisting with definition of the various project and project phase scope of works and design criteria. This task may also include assisting the City with development of Requests For Qualifications (RFQ) for other consultants, coordination and management of other consultants contracted directly by the City, and overall coordination for development of the master plan.

The CONSULTANT will provide research and evaluation of additional areas and/or revisions of previously established recreational plan to meet anticipated budgets for implementation. This task will include coordination and assistance for potential funding sources to be applied to the development of projects or portions of projects identified by the City from the master plan.

The CONSULTANT will provide to the City as requested additional due diligence and concept development services such as concept refinement, subsurface exploration, topographic and boundary surveying, mapping, studies, etc. associated with project planning and with requirements of potential funding sources including public or private grants.

The CONSULTANT will be responsible for direct management of other consultants including, but not limited to, specialty consultants for operations planning, technology infrastructure planning, advertisement/marketing, studies required by governing agencies, etc. This direct management may include consultants for adjacent projects for overall coordination. This task will include review of the

scope of services, monitoring of project progress relative to the scope and coordinated project schedules, evaluation and recommendation of payment of invoices, etc.

The CONSULTANT will assist the City with development and maintenance of a project schedule that includes the various phases of development. The schedule will be maintained and updated based on information determined by the CONSULTANT, the City, coordinating agency requirements, and the timeline of other City consultants. Periodically and as otherwise necessary, the CONSULTANT will conduct progress meetings with City staff, other City consultants, and other cooperating agencies. The CONSULTANT will attend City meetings to provide schedule progress reports as requested.

The CONSULTANT will assist the City with development and maintenance of an overall project budget based on preliminary opinion of costs and updated as project phases are awarded and completed. Periodically and as otherwise necessary, the CONSULTANT will conduct progress meetings with City staff, other City consultants, and other cooperating agencies. The CONSULTANT will attend City meetings to provide budget progress reports as requested.

The CONSULTANT will provide services associated with possible additional property acquisition upon establishment of the project design and review of existing property boundaries, easements, and rights-of-way. This task will include development of parcel tract sketches and legal descriptions for property acquisition, easements, and temporary construction easements by the City. This task may also include assisting with additional site selection services.

TASK NO. 2 SCOPE OF SERVICES

Environmental and Permitting Services

The objective of Task Order Directive Two (TOD 2) is to provide the City with professional support associated with environmental and permitting services. Generally, this task includes site and document review, site assessment, project scope considerations, and consultation with relevant agencies requiring coordination, documentation, and permitting for implementation of the proposed and renamed Sports and Recreation Complex at Northport Shore.

The CONSULTANT will assist the City with relevant permit planning, permit submissions, and alternative evaluations beginning with concept development phases through project completion. This task will include identification of permitting requirements, required environmental analysis, development of estimated mitigation requirements and costs, etc.

The CONSULTANT will assist the City with project agency coordination with the United States Army Corps of Engineers (USACE) in development of the property lease agreement between the City and the USACE. This will also include associated reviews and studies required to finalize the lease agreement. The associated reviews may include additional agency coordination with the Alabama Department of Environmental Management (ADEM), United States Fish & Wildlife Service (USFWS), Alabama Historic Commission (AHC), and others as identified during project development. The CONSULTANT will attend City briefings and meetings to provide progress reports related to permitting processes.

The CONSULTANT will complete environmental reviews and assessment(s) including preparation of National Environmental Policy Act (NEPA) documentation if required for certain funding agreements. The CONSULTANT will complete associated studies for such documentation including, but not limited to, aquatic resource delineations, protected species assessments, cultural resource surveys,

hazardous materials surveys, noise studies, air studies, mitigation planning, and implementation of remedial measures.

The CONSULTANT will assist the City with environmental permit applications including services which may be directly associated with the preparation or submittal of the documents. This will include coordinating and leading agency meetings regarding applications, developing and presenting at public meetings, USACE permit applications, ADEM permit applications, preparation of public comment responses, etc.

The CONSULTANT will be responsible for direct management of other specialty environmental consultants as may be required for permit and/or funding applications and reviews. These may include archaeology, architectural history, biology, ecology, planning, asbestos, and economics.

TASK NO. 3 SCOPE OF SERVICES

Design Phase Services

The objective of Task Order Directive Three (TOD 3) is to provide the City with professional design services for development of contract documents for the recently renamed Sports and Recreation Complex at Northport Shore Master Plan. Generally, the design services provided will include preliminary and final design stages for development of contract documents including plans and specifications needed for procurement of contractors for various project construction phases.

The CONSULTANT will perform topographic and boundary surveys for use in development of design and contract documents. This task will be performed in coordination with other professionals including the architect, landscape architecture, etc. to develop detailed construction plans and contract documents for the bidding of selected projects for construction.

The CONSULTANT will provide engineering design services for the complex. Each complex project may require multiple design phases and associated bid packages as directed by the City depending on the schedule and funding sources. The design services will include development of plans required for all roadway and parking improvements, grading improvements, paving, signing and striping improvements, pedestrian facilities, storm drainage improvements, stormwater detention and water quality improvements (if any), sanitary sewer collection, water distribution and fire protection improvements, street/site lighting and CCTV improvements, athletic and community facilities, support structures (maintenance, pavilions, restrooms), erosion control improvements, traffic control, and open spaces.

The CONSULTANT will provide utility coordination and design services for relocation, and/or construction of private utility infrastructure to support the project phases selected for construction. This includes coordination and design of overhead and underground duct banks for power, fiber, telecommunications, natural gas, etc. with local, private utility including Alabama Power Company, AT&T, Comcast Cable, Spectrum, Spire, etc.

The CONSULTANT will be responsible for direct management of other consultants and subconsultants as may be required for architectural services, landscape architectural services, structural services, MEP services, electrical and CCTV services, and specialty consultants such as operations and maintenance, technology infrastructure, etc. This task will include review of the scope of services, monitoring of project progress relative to the scope, coordination of project schedules, and evaluation and recommendation of payment of invoices.

The CONSULTANT will prepare contract documents for bid packages for each of the identified park phases to include required technical specifications, engineering plans and drawings, and City of Northport provided front end documents.

The CONSULTANT will prepare a final Opinion of Probable Construction Cost for each phase of a project prior to bid phase. The Opinion of Cost will be based on the project scope of work, site restraints, apparent market conditions, and available recent bid information that is similar to the pending project scope of work. These opinion of costs will be developed for general information and overall budgeting coordination but are based on contracting markets and variable beyond the control of the designer.

TASK NO. 4 SCOPE OF SERVICES

Bid and Construction Phase Services

The objective of Task Order Directive Four (TOD 4) is to provide the City with professional services for the bid phases and construction phases for the recently renamed Sports and Recreation Complex at Northport Shore Master Plan. The required bid and construction phase services may be different for the various project phases depending on the scope of work elements contained in each bid package, but will generally include the following:

The CONSULTANT will provide bid phase services to assist the City in the advertising, distribution of documents, promotion, organization and lead of pre-bid conferences, issuance of needed clarifications and / or addendums, and acceptance of bids for each of the bid packages developed as a part of the design phase services.

The CONSULTANT will evaluate the bids received and coordinate with any outside City consultants as needed to prepare bid certifications and award recommendations to the City. The CONSULTANT will work with City legal staff to prepare contracts and obtain City approvals upon Notice of Award for each bid package.

The CONSULTANT will provide construction phase services for each of the bid packages awarded by the City. The construction phase services will include coordination of the various bid packages and associated contractors along with construction schedule monitoring, OAC meetings, City briefings and progress updates, monitor/reporting construction costs, etc.

The CONSULTANT will provide construction phase services for material submittal and shop drawing review/approvals, periodic and resident on-site construction observation services, construction staking services, response to RFI's, and pay request review and processing.

The CONSULTANT will provide construction phase services related to project closeout that includes development and review of preliminary and final punch lists, performing substantial completion inspections, initiation of warranty periods for various improvements, obtaining and reviewing contractor required as-builts, post construction record drawings, final pay request reviews and recommendations for City approval.

The CONSULTANT will provide construction materials testing as well as International Building Code Special Inspections as required by the project. TTL anticipates full-time testing and inspection services will be required during some portions of the projects and periodically throughout the balance of the

construction periods. Part-time engineering technician(s) will sample and test fresh concrete and masonry grout. Additional part-time personnel will be available on a call-out basis as needed.

The CONSULTANT will provide International Building Code Special Inspections as required by the project. Special Inspection services will be performed in general accordance with Chapter 17 of the specified International Building Code (IBC) and as outlined in the project specifications and structural plan notes. TTL's Special Inspectors are International Code Council (ICC) and American Welding Society (AWS) certified having the following certifications; Soils Special Inspector, Reinforced Concrete Special Inspector, Structural Masonry Special Inspector, Structural Steel and Bolting Special Inspector, Structural Welding Inspector, Certified Welding Inspector and Fireproofing Special Inspector.

The CONSULTANT will provide construction related items such as signage, on-site equipment, office, etc. to monitor the project and bill for reimbursement for such expenses. All reimbursable construction related expenses shall be fully reviewed and approved by the City before being invoiced. All those approved shall be invoiced.

FEE PROPOSAL

Our proposed amended fees are for continued project management services as directed, final site and utility design for River Run Park at Northport Shore, design geotechnical exploration for River Run Park at Northport Shore, finalizing USACE permitting for River Run Park at Northport Shore, USACE access easements and agreements and master plan coordination, construction administration for Earthwork Stockpile and Levee Trail Pickleball projects, and Northport Shore Master Planning. These amended fees are increased budgets for work on the Tasks outlined above. All services shall initially be performed on an hourly basis. Upon further evaluation and determination of specific project funding and specific project phases, certain tasks within the Design Phase may be defined and proposed to be performed on a lump sum basis as directed by the City as part of amended Task Order fees.

Tasks performed to date at various stages of completion include the following:

(Tasks in red were added since the last amendment and/or have a status update)

- **Miscellaneous Tasks (Opening Day Event Mapping, Traffic Control Mapping, Facility Equipment Coordination, Master Plan Drawings, Marketing Drawings, Printing, etc.) as Directed by the City of Northport (On-Going)**
- Boundary survey of City property at Northport Shore from 5th Street to Black Warrior River, Mill Creek to Levee Trailhead and 30th Avenue. **(Complete)**
- Design topographic survey for River Run Park and surrounding areas including Kentuck, portions of Warrior Baseball utilities and parking lot, community pickleball project, Levee Trail head, and miscellaneous adjacent areas required for River Run Park development. **(Complete)**
- Northport Shore Master Plan and Branding/Naming **(Complete)**
- Northport Shore Boundary Maps and Descriptions for Land Leases – Hotel and Indoor Facility Sites **(Complete)**
- USACE revised boundary survey of all areas for access and use agreements between the City/USACE **(Complete)**
- USACE coordination on Northport Shore and USACE Master Planning **(Complete)**
- USACE permitting for River Run Park and adjacent future phase areas **(Complete)**
- USACE delineation for permitting for outfall line for wastewater treatment plant **(Complete)**
- Earthwork Stockpile Design and Construction Plans **(Complete)**

- Earthwork Stockpile Bid Phase **(Complete)**
- Earthwork Stockpile Construction Phase **(Closeout, Balancing Change Order)**
- Blue Cross Blue Shield Fitness Facility Site Layout **(Complete)**
- Levee Trail Pickleball Facility Design and Construction Plans **(Complete)**
- Levee Trail Pickleball Facility Bid Phase **(Complete)**
- Levee Trail Pickleball Facility Construction Phase **(Complete)**
- River Run Park Conceptual Design **(Complete)**
- River Run Park Schematic Design (30%) **(Complete)**
- River Run Park Final Layout Design Geotechnical Exploration **(Complete)**
- River Run Park Final Package No. 1 - Site and Utility Design and Construction Plans **(Includes Added Secondary Access Road) (Complete)**
- River Run Park Final Package No. 1 - Site and Utility Improvements – Bid Phase **(Complete)**
- River Run Park Final Package No. 1 - Site and Utility Improvements – Construction Phase **(Includes Added Secondary Access Road) (Closeout, Balancing Change Order)**
- River Run Park Final Package No. 2 – Sports Field Package – Design and Construction Plans **(Complete)**
- River Run Park Final Package No. 2 – Sports Field Package – Bid Phase **(Complete)**
- River Run Park Final Package No. 2 - Sports Field Package – Construction Phase **(Complete)**
- River Run Park Final Package No. 3 – Sports Fields Lighting Package – Design and Construction Plans **(Complete)**
- River Run Park Final Package No. 3 – Sports Fields Lighting Package – Bid Phase **(Complete)**
- River Run Park Final Package No. 3 – Sports Fields Lighting Package – Construction Phase **(Complete)**
- River Run Park Final Package No. 4 – Completion Package – Design and Construction Plans **(Complete)**
- River Run Park Final Package No. 4 – Completion Package – Bid Phase **(Complete)**
- River Run Park Final Package No. 4 – Completion Package – Construction Phase **(Punchlist)**
- River Run Park Final Package No. 4 – Completion Package – Closeout/Commissioning **(On-Going)**
- River Run Park Final Package No. 5 – A/V Package – Construction Phase **(Punchlist, Closeout)**

MASTER SERVICES AGREEMENT:	PREVIOUS FEE	REVISIONS	AMEND NO. 5
Task Order Directive No. 1	\$285,000.00	\$0.00	\$0.00
Task Order Directive No. 2	\$116,500.00	\$0.00	\$0.00
Task Order Directive No. 3	\$413,500.00	\$26,300.00	\$0.00
Task Order Directive No. 4	\$1,058,050.00	\$6,400.00*	\$1,058,050.00*
Total:	\$1,873,050.00	\$32,700.00	\$1,905,750.00

*Be advised that we have had to estimate this fee request based on the Package No. 4 Contractor's progress and closeout. Should money be remaining and can be applied to the Maintenance Building Construction, then unused fee shall be credited back to the City.

The project manager for TTL, Inc. will be Frank Summers, P.E. and the project design engineers will be Bradley Porter, P.E. and Chase Lucas, E.I.

All services are proposed to be provided by TTL staff except for consultants required for specific areas of practice outside of services provided by TTL, Inc. Some consultants may be contracted directly by the City of Northport as part of a separate agreement.

We greatly appreciate the opportunity to assist the City with these services on this exciting project. Please give us a call if you have any questions regarding this proposal.

Sincerely,

TTL, Inc.

A handwritten signature in blue ink, reading "Frank E. Summers".

Frank E. Summers, PE
Vice President

A handwritten signature in blue ink, reading "Bradley Porter".

M. Bradley Porter, PE
Regional Design Manager

cc: File

attachments: 2026 Hourly Rate Table

TTL

2026 FEE SCHEDULE

Staff Position	Rate
Project Administrator I	\$76.00 / Hour
Project Administrator II	\$84.00 / Hour
Project Administrator III	\$90.00 / Hour
Project Administrator IV	\$98.00 / Hour
Project Administrator V	\$110.00 / Hour
Project Administrator VI	\$117.00 / Hour
Project Administrator VII.....	\$126.00 / Hour
Project Administrator VIII.....	\$132.00 / Hour
Project Technician I.....	\$67.00 / Hour
Project Technician II.....	\$69.00 / Hour
Project Technician III.....	\$73.00 / Hour
Project Technician IV.....	\$78.00 / Hour
Project Technician V.....	\$85.00 / Hour
Project Technician VI.....	\$92.00 / Hour
Senior Project Technician I.....	\$101.00 / Hour
Senior Project Technician II.....	\$107.00 / Hour
Senior Project Technician III.....	\$113.00 / Hour
Senior Project Technician IV.....	\$128.00 / Hour
Senior Project Technician V.....	\$139.00 / Hour
Senior Project Technician VI.....	\$147.00 / Hour
Senior Project Technician VII.....	\$154.00 / Hour
Field Coordinator / Field Supervisor.....	\$128.00 / Hour
NACE Level I Technician.....	\$133.00 / Hour
NACE Level II Technician.....	\$149.00 / Hour
NACE Level III Technician.....	\$200.00 / Hour
NDT Steel/ASNT Level I Technician.....	\$128.00 / Hour
NDT Steel/ASNT Level II Technician.....	\$133.00 / Hour
NDT Steel/ASNT Level III Technician.....	\$200.00 / Hour
NDT Steel/AWS Certified Welding Inspector.....	\$128.00 / Hour
NDT Steel/AWS Certified Welding & ASNT Level I Inspector.....	\$133.00 / Hour
NDT Steel/AWS Certified Welding & ASNT Level II Inspector.....	\$145.00 / Hour
Metals QA/QC Manager I.....	\$197.00 / Hour
Metals QA/QC Manager II.....	\$202.00 / Hour
Metals QA/QC Manager III.....	\$210.00 / Hour
Professional Land Surveyor I.....	\$165.00 / Hour
Professional Land Surveyor II.....	\$197.00 / Hour
Professional Land Surveyor III.....	\$220.00 / Hour
Professional Land Surveyor IV.....	\$245.00 / Hour
Project Professional I.....	\$154.00 / Hour
Project Professional II.....	\$166.00 / Hour
Project Professional III.....	\$179.00 / Hour
Project Professional IV.....	\$192.00 / Hour
Project Professional V.....	\$205.00 / Hour
Project Professional VI.....	\$215.00 / Hour
Project Professional VII.....	\$230.00 / Hour
Senior Project Professional I.....	\$238.00 / Hour
Senior Project Professional II.....	\$249.00 / Hour
Senior Project Professional III.....	\$258.00 / Hour
Senior Project Professional IV.....	\$269.00 / Hour

Staff Position	Rate
Senior Project Professional V.....	\$280.00 / Hour
Senior Project Professional VI.....	\$290.00 / Hour
Senior Project Professional VII.....	\$300.00 / Hour
Project Manager I.....	\$160.00 / Hour
Project Manager II.....	\$172.00 / Hour
Project Manager III.....	\$183.00 / Hour
Project Manager IV.....	\$196.00 / Hour
Project Manager V.....	\$207.00 / Hour
Project Manager VI.....	\$220.00 / Hour
Project Manager VII.....	\$230.00 / Hour
Senior Project Manager I.....	\$240.00 / Hour
Senior Project Manager II.....	\$250.00 / Hour
Senior Project Manager III.....	\$260.00 / Hour
Senior Project Manager IV.....	\$270.00 / Hour
Senior Project Manager V.....	\$280.00 / Hour
Senior Project Manager VI.....	\$290.00 / Hour
Senior Project Manager VII.....	\$300.00 / Hour
Senior Project Manager VIII.....	\$310.00 / Hour
Senior Project Manager IX.....	\$325.00 / Hour
Principal I.....	\$295.00 / Hour
Principal II.....	\$305.00 / Hour
Principal III.....	\$315.00 / Hour
Principal IV.....	\$325.00 / Hour
Academia Consultant.....	Cost + 20%
Specialty Consultant	Cost + 20%

Printing Costs:

Copier Prints (Black and White/Color).....	\$0.20/Sheet
Plotter Prints (Black and White).....	\$1.00/Sq Ft
Plotter Prints (Color).....	\$2.00/Sq Ft
Mylar Prints.....	\$6.00/Sq Ft

Notes:

- Hourly rates for holidays, weekends, or work over 40 hours per week shall be 1.3 times the standard unit rates.
- Services provided in subsequent years to be billed at 1.05 times above rates unless new rate schedule is approved.
- Equipment, tests, vehicle mileage, meals, lodging, air travel, freight, delivery, printing, non-general overhead, etc. are not included in above personnel rates. Unless stated otherwise, such costs will be invoiced at cost plus 20%.
- A two hour minimum charge per site visit will be applied to all technician level staff positions.
- A 24-hour advance notice is requested for scheduling or canceling all personnel field services.
- Sub-Consultants billed through TTL shall be subject to an additional 15 percent administrative fee.

RESOLUTION NO. 26-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE
AMENDMENT NO. 5 TO THE MASTER SERVICE AGREEMENT WITH TTL, INC.
FOR THE SPORTS AND RECREATIONAL COMPLEX AT NORTHPORT SHORE**

WHEREAS, the City Council previously approved the execution of the master services agreement with TTL, Inc. for the sports and recreational complex at Northport Shore; and,

WHEREAS, the scope under amendment no. 5 will include design and construction phase services for all packages; and,

WHEREAS, the amended scope and fee has been reviewed by City staff and is being recommended for approval in the amount of \$32,700.00.

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

1. That the City Administrator is authorized to execute Amendment No. 4 with TTL, Inc. in the amount of \$32,700.00 for the professional services associated with the master services agreement for all phases for the sports and recreational complex at Northport Shore.

RESOLVED AND DONE THIS 2nd DAY OF March 2026.

CITY COUNCIL OF THE CITY OF NORTHPORT

Jamie Dykes, Its President

ATTEST:

Tera Tubbs, City Administrator

Reading: March 2, 2026

Motion: _____

Second: _____

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

**AGREEMENT TO FURNISH PROFESSIONAL STUDY AND CONSULT SERVICES
TO THE CITY OF NORTHPORT, ALABAMA, FOR
Sports and Recreational Complex at Northport Shore**

WHEREAS, the City Council previously approved the execution of the master services agreement with TTL, Inc. for the sports and recreational complex at Northport Shore; and,

WHEREAS the scope under amendment no. 5 will include design and construction phase services for all packages; and,

WHEREAS, the amended scope and fee has been reviewed by City staff and is being recommended for approval in the amount of \$32,700.00.

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

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

THIS AGREEMENT is made and entered into on this the 2nd day of March, 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 TTL, Inc., located at 3200 Rice Mine Road NE, Tuscaloosa, AL 35406, 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:

The scope under amendment no. 5 will include design and construction phase services for all packages.

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 Master Service Agreement – Revised Amendment No. 5, 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 \$32,700.00. 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: TTL, Inc.

Project Manager: Frank E. Summers, PE

- B.** The OWNER'S designated representative shall be Brad Matthews, PE, City Engineer of the City of Northport.
- C.** All notices, bills, invoices and reports required by this agreement shall be sufficient if sent by the parties hereto in the United States Mail, postage prepaid thereon to the addresses noted below:

Client:	City of Northport Engineering Department P.O. Box 569 Northport, AL 35476
CONSULTANT:	<u>TTL, Inc.</u> Frank Summers 3200 Rice Mine Road NE Tuscaloosa, AL, 35406

- 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 TTL, Inc. 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.	Master Services Agreement – Revised Amendment No.5
Exhibit B.	Hourly Per Diem Rate Schedule of Charges or Salary Cost

-

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.



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

AGENDA ITEM NO. 9.b.5.

MEETING DATE: March 2, 2026

SUBJECT: Resolution authorizing the City Administrator to execute a Temporary Use Agreement with Warrior Baseball and Northport Fastpitch

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Kim Braughton

Approved By: Kim King

Summary:

This Temporary Use Agreement would allow Warrior Baseball and Northport Fastpitch to use certain fields at River Run Park to practice and play games without cost. All fields would be available for use on Monday and Tuesday nights, and certain fields would be available for use on Wednesday nights.

Recommendation:

Adopt the resolution

Funding Source/GL Code:

GL Code No. Amount: \$

Motion for Consideration:

I move to adopt the resolution authorizing the City Administrator to execute a Temporary Use Agreement with Warrior Baseball Association and Northport Fastpitch.

RESOLUTION NO. 26-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A
TEMPORARY USE AGREEMENT WITH WARRIOR BASEBALL ASSOCIATION
AND NORTHPORT FASTPITCH**

WHEREAS, the Northport City Council wishes to enter a Temporary Use Agreement with Warrior Baseball Association and Northport Fastpitch; and

WHEREAS, said agreement will allow Warrior Baseball and Northport Fastpitch to utilize certain fields within River Run Park to practice and play games without cost.

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

1. That the City Administrator is hereby authorized to execute a Temporary Use Agreement with Warrior Baseball Association and Northport Fastpitch attached hereto as Exhibit "A".

RESOLVED AND DONE THIS 2nd DAY OF MARCH 2026.

CITY COUNCIL OF THE CITY OF NORTHPORT

Jamie Dykes, Its President

ATTEST:

Tera Tubbs, City Administrator

Reading: March 2, 2026

Motion: _____

Second: _____

EXHIBIT “A”

TEMPORARY USE AGREEMENT

THIS TEMPORARY USE AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, 2025 (the “Effective Date”), by and between the **CITY OF NORTHPORT, ALABAMA**, an Alabama municipal corporation (the “Grantor”) and **WARRIOR BASEBALL ASSOCIATION**, an Alabama 501(c)(3) organization and **NORTHPORT FASTPITCH**, an Alabama 501(c)(3) organization. Collectively, Warrior Baseball Association and Northport Fastpitch may be referred to below as the “Grantees.”

RECITALS

WHEREAS, Grantor owns the infrastructure, buildings, parking, lighting, sports playing surfaces, sports equipment, and all other hard assets associated with the sports campus and baseball and softball facility commonly known as River Run Park located at 300 River Run Park South in the City of Northport, Alabama (the “Facility”);

WHEREAS, Grantees are not-for-profit organizations that organize and facilitate youth baseball and softball practices, games, and related youth baseball and softball activities;

WHEREAS, Grantor wishes to allow Grantees to utilize certain fields within the Facility on certain days of the week for the playing of practices and games for the benefit of the players, coaches, parents, and spectators; and

WHEREAS, in consideration of the mutual covenants, terms, and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and Grantees hereby agree as follows:

Section 1 SCOPE

1.1 Scope of Use. Grantor agrees to permit Grantees to utilize certain areas of the Facility to allow their teams to practice, play games, and conduct other activities related to youth baseball and softball. This use is limited as set out in this Agreement, and Grantor may reasonably modify, limit, or cancel this grant of usage for safety, maintenance, or weather with notice provided as soon as reasonably practicable. No advanced notice is required in the event of an emergency or unsafe conditions.

1.2 Health and Safety. The health and safety of the participants, coaches, staff, umpires, parents, and other spectators at the Facility is paramount. Grantees shall be responsible for supervision of all participants, coaches, volunteers, umpires, and spectators to ensure safe and orderly conduct and compliance with the Facilities rules and this Agreement. A copy of the Facility rules is attached to this Agreement as Exhibit A. Grantees shall ensure that all participants, coaches, umpires, and volunteers have been provided with a copy of these rules prior to the beginning of each Season.

1.3 Waivers of Liability. Grantees shall require all coaches, volunteers, umpires, and participants who will be utilizing the Facility to sign a waiver of liability and damages which includes the City of Northport. Grantees shall provide Grantor with a copy of its proposed liability waiver and shall make any changes or additions that Grantor deems necessary to protect Grantor. Upon request, Grantees shall provide a copy of these signed liability waivers to Grantor.

1.4 Maintenance. Grantees shall perform basic field grooming after each use including removal of trash or other prohibited items from dugouts, fields, and other common areas which were utilized. All trash and recyclables shall be placed into appropriate receptacles. Grantees shall ensure that all areas of the Facility that have been utilized by Grantees are returned to the condition they were in prior to the Grantees use of the area.

1.5 Access and Staffing. Grantor shall coordinate with Grantees for access to the Facility. For security and safety, Grantees shall not be provided with keys or other means to independently access the Facility. Grantor shall ensure that at least one staff member will be at the Facility during Grantees' use of the Facility. This staff member shall be responsible for closing and locking the Facility at the end of Grantees use.

1.6 Field Setup. Grantees shall not move temporary fencing or mounds. If Grantees want a particular setup on a field that involves moving temporary fencing or mounds, Grantees shall inform Capacity Sports Management of the request. Capacity Sports Management shall determine when and if it is able to set up the fields as requested, and Capacity Sports Management may require payment setting up fields as requested. Grantees may move bases as needed.

1.7 Prohibited Items. Grantees shall prohibit alcohol, illegal substances, unauthorized vendors, open flames, and any other activity that violates Federal, State, or Local law or the Facility rules.

Section 2 **TERM**

2.1 Term. The term of this Agreement shall commence upon the Effective Date as set out above and shall continue for a period of one (1) year (the "Term").

2.2 Renewal Term. This Agreement may be renewed upon the written signature of all Parties each year. Failure to renew shall constitute termination of this Agreement.

2.3 Seasons. Each "Season" shall begin four weeks before the Grantees' first scheduled game and shall end on the date of Grantees' last scheduled game. Notwithstanding the foregoing, each Spring Season must take place between February 1st and June 1st of the calendar year and each Fall Season must take place between August 15th and November 10th of the calendar year.

2.4 Field Usage. During each Season, Grantor shall allow Grantees to utilize all nine fields for practices or games on Mondays and Tuesdays. During each Season, Grantor shall also

allow Grantees to utilize Fields 5, 6, 7, and 8 on Wednesdays. Fields may be used between 4:00pm and 10:00pm CST. A map of the fields has been included as Exhibit B.

2.5 Additional Dates. Grantor may agree to provide Grantees with additional dates, times, or usable fields during each Season at no cost. If Grantor determines, in its sole discretion, that additional dates, times, or fields may be provided, it will communicate such information to Grantees as soon as possible. Grantees may still pay to rent fields for additional dates and times other than what is set out in this Agreement, subject to availability.

2.6 Scheduling. Grantor shall not be responsible for determining which fields and dates are used by which teams for games or practices. Warrior Baseball and Northport Fastpitch shall make an independent agreement to allow each group to use fields and for optimal utilization of those fields. So long as fields are being used for baseball or softball practice and/or games, Grantees may schedule teams as they see fit. If Grantees cannot come to an agreement on usage, fields shall be split equally between the two groups.

2.7 Field Closures. Grantor may close the Facility or any portion thereof for maintenance, protection of turf, weather-related safety, or other municipal purposes. Grantor will use reasonable efforts to provide notice and, where feasible, coordinate alternative dates.

Section 3

DAMAGE AND VIOLATION OF RULES

3.1 Damage. Grantees shall promptly report any damage, vandalism, or hazardous conditions to Grantor. If said damage, vandalism, or hazardous condition was caused by a participant, employee, volunteer, coach or spectator of Grantee, Grantee agrees to fully cooperate with Grantor in any investigation or prosecution of said person. Grantees acknowledge that Grantor may ban any individual from the Facility based on that individual's actions, behaviors, or violation of rules.

3.2 Liability for Damage. Grantees agree that if something in the Facility is damaged or destroyed due to the negligent, reckless, wanton, or intentional actions of one of Grantees' employees, volunteers, coaches, participants, or spectators, Grantee will bear the cost of repair or replacement of the damaged item.

3.3 Security. Grantees acknowledge that Grantor shall not be responsible for the theft of or damage to any items or vehicles brought to or stored at the Facility by Grantees or its participants, employees, volunteers, coaches, or spectators.

Section 4

TERMINATION

4.1 Termination by Grantor. Grantor may terminate this Agreement for cause upon thirty (30) days' written notice to Grantee. Cause includes, but is not limited to, (i) failure of Grantee to live up to its obligations under this Agreement, (ii) repeated failure of Grantee or its employees, coaches, participants, volunteers, or spectators to follow Facility rules or to violate

Federal, State, or Local law, or (iii) damage or destruction of items within the Facility caused by Grantee or its employees, coaches, participants, volunteers, or spectators. Notwithstanding any other provision in this Agreement, Grantor may terminate this Agreement without prior notice if Grantee or its employees, coaches, participants, volunteers, or spectators causes serious damage or destruction to the Facility or causes a serious health, safety, or security issue.

4.2 Termination by Grantees. Grantee may terminate this Agreement at any time and for any reason upon thirty (30) days' written notice to Grantor.

4.3 Effect of Termination. Upon termination, Grantee shall cease all use of the Facility. Any currently scheduled use of the fields shall be cancelled.

4.4 One Party Termination. Should this Agreement be terminated as set out above for one Grantee, this Agreement shall continue to be in effect for the other Grantee unless separately terminated.

Section 5

INSURANCE

5.1 Insurance Requirements. Grantees shall maintain the following insurance coverage through the Term and each Renewal Term of this Agreement at Grantee's sole expense:

- (a) General liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate, damage to rented premises in the amount of one million dollars (\$1,000,000.00), medical expenses, other than participants, in the amount of five thousand dollars (\$5,000.00), personal and advertising injury in the amount of one million dollars (\$1,000,000.00), products/completed operations aggregate in the amount of one million dollars (\$1,000,000.00), legal liability to participants in the amount of one million dollars (\$1,000,000.00), and professional liability in the amount of one million dollars (\$1,000,000.00).
- (b) Automobile liability insurance for non-owned, hired autos in the amount of one million dollars (\$1,000,000.00).
- (c) Medical payments to participants in the amount of twenty-five thousand dollars (\$25,000.00).

5.2 Grantor Listed as Additional Insured. Grantor shall be listed as additional insured on all policies listed above and such policies shall contain language stating that the City of Northport and its officers, agents, elected officials, and employees are included as additional insured.

5.3 Certificates of Insurance. Grantees shall furnish to Grantor certificates of all of the insurance as well as certificates of renewal no later than ten (10) days prior to the expiration of each policy. Such insurance policies (as reflected by certificate) held by Grantees shall provide that the City of Northport is an additionally named insured and no cancellation or non-renewal

can take effect without thirty (30) days' prior written notice by registered mail to the City of Northport. Grantees will provide reasonable notice to Grantor upon receipt of any intention by an insurer to cancel, not renew or make any adverse change in coverage. If requested by the Grantor, Grantees shall furnish complete copies of insurance policies, forms and endorsements.

5.4 Waiver of Subrogation. Grantor shall not be liable to Grantees for any loss or damage from risks ordinarily insured against, regardless of whether such losses are actually covered by valid and collectible insurance on the property at the time of any loss.

Section 6

INDEMNIFICATION AND LIMITATION OF DAMAGES

6.1 Indemnification. To the fullest extent permitted by law, Grantees expressly agree to indemnify, defend, and hold harmless Grantor and its officers, employees, elected official, and agents from and against any and all claim or loss arising out of any violation of any law, rule, regulation, or order, and from any and all claims or liabilities, including, without limitation, reasonable attorney's fees, for loss, damage, or injury to persons or property of whatever kind or nature arising or alleged to have arisen from the acts or omissions of Grantee or its participants, employees, volunteers, coaches or spectators.

6.2 Survival. The obligations of the Parties contained in this Section shall survive the termination or expiration of this Agreement.

6.3 Limitation of Damages. In no event shall Grantor be liable for consequential, incidental, indirect, or special damages in connection with this Agreement.

Section 7

MISCELLANEOUS

A. Relationship. Grantor and Grantees shall not be construed as joint venturers or general partners of each other, and neither shall have the power to bind or obligate the other party except as set forth in this Agreement.

B. Grantor Subject to Bond Covenants. The parties understand and agree that Grantor is subject to covenants memorialized in certain agreements related to Grantor's municipal bond financing of the Facility. If Grantor receives an opinion of bond counsel that any term or condition of this Agreement or Grantor's faithful performance hereunder violates any such covenant, Grantor and Grantees shall cooperate in good faith to cause this Agreement to be amended to comply with such covenants.

C. Assignment. This Agreement shall not be assigned by either party without the express written consent of the non-assigning party. Any such assignment made without proper consent shall be deemed void.

D. Compliance with Legal Requirements. Grantor and Grantees shall take such actions as may be necessary to comply with any and all laws, orders, or requirements affecting Grantor or the Facility by any federal, state, county or municipal agency, or authorities having jurisdiction thereover.

E. Benefits and Obligations. The covenants and agreements herein contained shall inure to the benefit of, and be binding upon, the Parties hereto and their respective heirs, executors, successors, and assigns.

F. Notices. All notices provided for in this Agreement shall be in writing and served by registered or certified mail, return receipt requested, postage prepaid, addressed or sent to the Parties at the addresses set forth herein.

G. Headlines. All headings and subheadings employed within this Agreement and in the accompanying schedules and exhibits are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

H. Force Majeure. No party will be liable or responsible to the other party for any delay, damage, loss, failure, or inability to perform caused by "Force Majeure" if notice is provided to the other party within ten (10) days of date on which such party gains actual knowledge of the event of "Force Majeure" that such party is unable to perform. The term "Force Majeure" as used in this Agreement means the following: an act of God, strike, war, public rioting, lightning, fire, storm, flood, explosions, inability to obtain materials or supplies, epidemics, landslides, lightning storms, earthquakes, floods, storms, washouts, civil disturbances, explosions, acts of terrorism, breakage or accident to machinery or lines of equipment, temporary failure of equipment, freezing of equipment and any other cause whether of the kinds specifically enumerated above or otherwise which is not reasonably within the control of the party whose performance is to be excused and which by the exercise of due diligence could not be reasonably prevented or overcome.

I. Entire Agreement. This Agreement, including any specified attachments and exhibits, constitutes the entire agreement between Grantor and Grantees with respect to use of the Facility and supersedes and replaces any and all previous agreements entered into or/and negotiated between Grantor and Grantees relating to the Facility covered by this Agreement. No change to this Agreement shall be valid unless made by supplemental written agreement executed and approved by Grantor and Grantees. Except as otherwise provided herein, any and all amendments, additions, or deletions to this Agreement shall be null and void unless approved by Grantor and Grantees in writing. Each party to this Agreement hereby acknowledges and agrees that the other party has made no warranties, representations, covenants, or agreements, express or implied, to such party, other than those expressly set forth herein, and that each party, in entering into and executing this Agreement, has relied upon no warranties, representations, covenants, or agreements, express or implied, to such party, other than those expressly set forth herein.

J. Rights Cumulative; No Waiver. No right or remedy herein conferred upon or reserved to either of the parties to this Agreement is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right

or remedy given under this Agreement or now or hereafter legally existing upon the occurrence of an event of default under this Agreement. The failure of either party to this Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy or be construed as a waiver or relinquishment of such right or remedy with respect to subsequent defaults. Every right and remedy given by this Agreement to the parties may be exercised from “time to time” and as often as may be deemed expedient by those parties.

K. Applicable Law. The execution, interpretation, and performance of this Agreement shall in all respects be controlled and governed by the laws of the State of Alabama. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought in the courts of record of the State of Alabama in Tuscaloosa County, or the United States District Court for the Northern District of Alabama. Each party consents to the sole and proper jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court.

L. Acknowledgement. The parties hereto acknowledge that they have been provided with a copy of this Agreement for review prior to signing it, that they have been given the opportunity to review it prior to signing it, that they have been given the opportunity to have this Agreement reviewed by their attorney prior to signing it, and that they understand the purposes and effect of this Agreement.

M. Severability. If any provision or provisions of this Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed and enforced as if such provision or provisions had not been included.

N. Beneficiaries. This Agreement is made solely for the benefit of the parties hereto and no other person shall acquire or have any right hereunder or by virtue hereof.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

CITY OF NORTHPORT, ALABAMA, an
Alabama municipal corporation

By: _____
Its City Administrator

WARRIOR BASEBALL ASSOCIATION,
a not-for-profit organization

By: _____
Its President

NORTHPORT FASTPITCH, a not-for-
profit organization

By: _____
Its President

Exhibit A
FACILITY RULES



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

AGENDA ITEM NO. 9.b.6.

MEETING DATE: March 2, 2026

SUBJECT: Resolution Designating Official Voting Delegates for the 2026 Alabama League of Municipalities Annual Convention

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Malorie Mixon

Approved By: Tera Tubbs

Summary:

Resolution Designating Councilor Jaime Conger as the official voting delegate and Council Pro Tem Washington as the 1st alternate for the 2026 Alabama League of Municipalities Annual Convention.

Recommendation:

Approve Resolution

Funding Source/GL Code:

Motion for Consideration:

I move to adopt the resolution designating Councilor Conger as the official voting delegate and Pro Tem Washington as the 1st alternate for the 2026 Alabama League of Municipalities Annual Convention.

RESOLUTION NO. 26-

**RESOLUTION DESIGNATING OFFICIAL VOTING DELEGATES FOR THE 2026
ALABAMA LEAGUE OF MUNICIPALITIES ANNUAL CONVENTION**

WHEREAS, the 2026 Alabama League of Municipalities Annual Convention will be held in Montgomery, Alabama, April 28 – May 1, 2026; and

WHEREAS, the League has charged the City of Northport with designating an official voting delegate and an alternate voting delegate who will be eligible to cast the municipality's vote during the business meeting portion of the convention.

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

1. That Councilor Jaime Conger be designated as the City of Northport's official voting delegate at the 2026 Alabama League of Municipalities Annual Convention.
2. That Council Pro Tem Washington be designated as the 1st alternate voting delegate at the 2026 Alabama League of Municipalities Annual Convention.

RESOLVED AND DONE THIS 2nd DAY OF MARCH 2026.

CITY COUNCIL OF THE CITY OF NORTHPORT

Jamie Dykes, Its President

ATTEST:

Tera Tubbs, City Administrator

Reading: March 2, 2026

Motion: _____

Second: _____

VOTING DELEGATE AUTHORIZATION FORM

The City or Town Council must select the voting delegates, and this form must be completed and returned to the Alabama League of Municipalities on or before **April 13, 2026**, in order for the municipality named below to be eligible to have its designee cast a vote at the **Annual Business Meeting of the League on Thursday, April 30, 2026, at 4:00 p.m.**

The League Constitution **REQUIRES** that Voting Delegates and Alternates be Elected Municipal Officials and they must be selected by a vote of the City or Town Council.

Deadline to submit completed form is April 13, 2026!

The Following person(s) is authorized to cast the municipality's vote at the business session of the Annual Convention of the Alabama League of Municipalities on April 30, 2026.

Please print the requested information

1. **Voting Delegate:** Jaime Conger
Name

Councilor - District 3
Title

2. **1st Alternate Voting Delegate:** Votes only in absence of Voting Delegate

Woodrow Washington III
Name

Council Pro Tem - District 2
Title

3. **2nd Alternate Voting Delegate:** Votes only in absence of Voting Delegate & 1st Alternate

N/A
Name

N/A
Title

Voted on by the City or Town Council on this the 2nd day of March, 2026.

Form Completed by: Malorie Mixon
(Please Print) Name

Assistant City Clerk
Title

Northport
City/Town

03/02/26
Date

Return form to: Alabama League of Municipalities
P.O. Box 1270, Montgomery, Alabama 36102 or by Fax to (334) 263-0200 or Email to
DPascal@almonline.org



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

AGENDA ITEM NO. 9.b.7.

MEETING DATE: March 2, 2026

SUBJECT: Resolution Authorizing the City Administrator to enter into a contract with Vertiv Corporation for maintenance of the Public Safety radio communications system batteries

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Summer Cockrell

Approved By: Gerald Burton

Summary:

The Police Department is requesting the City Council authorize the City Administrator to enter into a contract with Vertiv Corporation for the battery services at the Martin Spur and Lake Lurleen tower sites

Recommendation:

Approve the resolution

Funding Source/GL Code:

GL Code No. 01-33-000-50408 Amount: \$6,238.00

Motion for Consideration:

Adopt the resolution authorizing the City Administrator to enter into a contract in the amount of \$6,238.00 with Vertiv Corporation for the battery services at the Martin Spur and Lake Lurleen tower sites.

RESOLUTION NO. 26-_____

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO MAINTAIN THE
ANNUAL CONTRACT WITH MOTOROLA SOLUTIONS FOR MAINTENANCE OF
THE PUBLIC SAFETY RADIO COMMUNICATIONS SYSTEM**

WHEREAS, the Public Safety radio communications system batteries require annual maintenance and services by Vertiv Services;

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 contract, Exhibit “A”, with Vertiv Services for maintenance of the Public Safety radio communications system batteries and approve the requisition for the cost of \$6,238.00.

RESOLVED AND DONE this _____ day of _____, 2026.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Jamie Dykes, Its President

ATTEST:

**Tera Tubbs
City Administrator**

Reading: _____

Motion By _____

Second By: _____

Proposal for Service

Vertiv Corporation

2/4/2026
CITY OF NORTHPORT

2/4/2026
CITY OF NORTHPORT
CPQ-1021602-1

Thank you for your interest in Vertiv Corporation. We are pleased to submit the following proposal for your review and consideration.

As the rate of change and complexity in your data center increases, Vertiv is the dedicated partner that you need to help you achieve your goals.

Please complete all required fields on the signature page and attach your Purchase Order to assist timely order processing. Should you have any questions regarding the proposal, feel free to contact me directly at (205) 444-9191. I look forward to your response and the opportunity to work together to improve your data center investment.

Sincerely,

Morgan Berry

6775 Meadow Lane
Alpharetta, GA 30005

PHONE (770) 597-9474

EMAIL mberry@joepowell.com

Order CPQ-1021602-1

Liebert UPS / Power / Battery Services:

- We are the Original Equipment Manufacturer and the experts on Liebert equipment with access to updates and changes, knowledge of engineering specifications, current issues and how to fix them correctly.
- Our factory trained service force is twice the size of the next largest competitor with over 650 customer engineers and field technicians in the United States alone; everywhere in the US the most knowledgeable engineers and technicians available, will cover you.
- With the most advanced tooling and instrumentation available, each CE has over \$10,000 in gear with him at all times, so any issue can be resolved in the least amount of time possible.
- To make sure we get the right part to the right place at the right time, we have the industry's most sophisticated parts logistics system. No matter where you are in the US we also have a parts warehouse close to serve you.
- We maintain and follow all safety and compliance regulations necessary to keep CE's from harm and protect you, our customers from liability. We care about your safety.

Standard Maintenance Contracts:

Site#: 1172954

MARTIN ROAD SPUR

13205 MARTIN RD SPUR NORTHPORT, AL 35473

Tag #	Description	Model #	Annual PM Qty.	Coverage Type (Coverage Dates)	Coverage Amount
1697635	NFIN MBC	NMBHW81	1	ESSENTIAL (05/16/2026) - (05/15/2027)	\$771.66
1697636	NFIN MBC	NMBHW81	1	ESSENTIAL (05/16/2026) - (05/15/2027)	\$771.66
1697633	APS 5-20	AS4D0NCYHNNX919	1	ESSENTIAL (05/16/2026) - (05/15/2027)	\$2,347.34

Item Sub Total Price: \$3,890.66

Standard Maintenance Contracts:

Site#: 1137104

CITY OF NORTHPORT

12995 LK LURLEEN RD COKER, AL 35452

Tag #	Description	Model #	Annual PM Qty.	Coverage Type (Coverage Dates)	Coverage Amount
1697634	APS 5-20	AS4D0NCYHNNX919	1	ESSENTIAL (05/16/2026) - (05/15/2027)	\$2,347.34

Item Sub Total Price: \$2,347.34

Total price not including tax: \$6,238.00

any tax required must be included in customer purchase order

Payment Terms: Net 30 Days

Payment Frequency: YEARLY

Invoicing Rule: UPFRONT

SCOPE OF WORK

UNINTERRUPTIBLE POWER SYSTEMS

PERIPHERALS MAINTENANCE BYPASS CABINET MODULE BATTERY DISCONNECT, LOAD BUS SYNC, POWER TIE, SLIM LINE DISTRIBUTION CABINET

ESSENTIAL SERVICE - 1 PM

SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Preventive Maintenance Service, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv Services' Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Parts	Includes parts coverage (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Professional	Performed by Vertiv factory trained and authorized technician. Vertiv Services is the OEM service provider for Liebert products.

SERVICE PERFORMED

1. Perform a complete visual inspection of the equipment, including sub-assemblies, wiring harnesses, contacts, cables and major components.
2. Check all mechanical connections for tightness and heat discoloration, making corrections where necessary.
3. Clean any foreign material and dust from internal compartments.
4. Perform a status check of alarm circuits. (If Applicable).
5. Calibration of the equipment to meet manufacturer's specifications (if applicable).
6. Operational checkout of the system to include transfers and proper status indications.
7. Check or perform Engineering Field Change Notices (FCN) as necessary.
8. Return unit to operational service with normal load then measure and verify display indications.

ASSUMPTIONS AND CLARIFICATIONS

Includes 100% parts coverage, excluding circuit breakers and switches.

CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- Scheduling: Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.
- Site Access: Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- Equipment Access: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- Shutdown: Service may require shutdown of load to ensure electrical connection integrity.
- Notification: If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

SCOPE OF WORK

UNINTERRUPTIBLE POWER SYSTEMS

ALL SINGLE PHASE MODELS (EXCLUDES NFINITY)

ESSENTIAL SERVICE - 1 PM

SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Preventive Maintenance Service, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv Services' Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Parts	Includes parts coverage including internal batteries (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Professional	Performed by Vertiv factory trained and authorized technician. Vertiv Services is the OEM service provider for Liebert products.

SERVICE PERFORMED

UPS Full Preventive Maintenance Service

1. Record the phase to phase and phase to neutral input voltages.
2. Perform a temperature check on all breakers, connections, and associated controls. Repair and/or report all high temperature areas.
3. Perform a complete visual inspection of the equipment, including sub-assemblies, wiring harnesses, contacts, cables and major components.
4. Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.
5. Inspect for broken, brittle, damaged, or heat stressed components and cables.
6. Clean any foreign material and dust from internal compartments.
7. Perform a status check of alarm circuits.
8. Perform an operational test of the system including unit transfer and battery discharge.
9. Check or perform Engineering Field Change Notices (FCN) as necessary.
10. Return the system to normal load and verify the output voltage. Calibrate as necessary.
11. Review system performance with customer to address any system questions.

Battery Full Preventive Maintenance Service

1. Check integrity of battery cabinet.

2. Visually inspect battery system for: swelling, leaks, loose foreign objects, overheated or corroded cables and connectors, loose connections on batteries, and appropriate product labels related to safety and warning hazards.
3. Clean and neutralize cell tops as required.
4. Tighten all battery terminal connections to their proper specifications.
5. Measure and record DC bus ripple voltage.
6. Measure and record total battery float voltage.
7. Record room ambient temperature.

ASSUMPTIONS AND CLARIFICATIONS

Parts coverage excludes air filters, proactive full bank capacitor replacement and fan replacement.

CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- **Point of Contact:** Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- **Scheduling:** Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.
- **Site Access:** Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- **Equipment Access:** Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- **Shutdown:** Service may require shutdown of load to ensure electrical connection integrity.
- **Notification:** If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

Order Number: CPQ-1021602-1

Purchase Order must be assigned to:

Vertiv Corporation
505 N. Cleveland Avenue
Westerville, OH 43082

Payment remittance address:

Vertiv Corporation
PO Box 70474
Chicago, IL 60673

FID# 31-0715256

PO should be e-mailed or faxed with signed proposal to:

Vertiv Corporation c/o Morgan Berry
Attn: Morgan Berry
Email: mberry@joepowell.com
Fax: (205) 444-9196

Please complete the following information (All fields are required):

Purchase Order Number: _____ Purchase Order attached: ☐ Yes ☐ No

If PO **NOT** attached, please specify reason: _____

Invoice Delivery Method: ☐ Web Billing (Attach Instructions) ☐ Mail ☐ Other _____

☐ Accounts Payable Email _____ @ _____

Billing Contact Person: _____ Phone: _____

Email: _____ Fax #: _____

Bill-To Company Name: _____ Bill-To Address: _____

Federal Tax ID # _____ Bill-To City, ST Zip: _____

Tax Exempt: ☐ Yes (Attach tax exempt certificate) ☐ No

Site Services/IT Contact Person: _____ Phone: _____

**** COVERAGE DETAILS ****

For equipment not currently under a Service Agreement or for equipment for which the warranty has expired in excess of thirty (30) days, parts required to bring equipment back to manufacturers specifications are the responsibility of the Buyer and billable at the time of the first preventive maintenance visit or Service call. All pricing is valid only for Service coverage stated and is subject to change if this Proposal is modified in any way. This Proposal is valid for ninety (90) days from the date of this Proposal unless otherwise noted. INFORMATION TO BUYER: This order between the Buyer and Seller is limited to Seller's Terms and Conditions located at termsconditions.vertivco.com unless a formal agreement governing this Purchase Order/transaction has been executed by the parties, in which case the Terms and Conditions of the signed agreement shall govern. Seller hereby objects to all Buyer's terms and conditions received by Seller and/or issued by Buyer.

Signature of this agreement authorizes Seller to invoice for Services mentioned herein and to utilize the provided purchase order number. If a purchase order number is not used, then the Buyer authorizes and guarantees Seller the payment of such invoices by authority of the signature below.

Thank you for your business.

Morgan Berry 2/4/2026
Morgan Berry Date

X _____
Buyer Signature Required Date

X _____
Printed Name Phone

Vertiv Purchase Order Acceptance Requirements:

To ensure efficient order processing, Vertiv requests the following information be included with all purchase orders:

Requirement	Details
Purchasing Company Information	- Provide your Company's legal name and billing address - For new Customers: - Provide your Company's W-9 with matching legal name and address - Complete a Credit Application Link if requesting credit
Vertiv Name and Address	U.S. Orders: - Vertiv Corporation 505 N. Cleveland Ave, Westerville, OH 43082 Canadian Orders: - Vertiv Canada ULC #7-3800B Laird Rd., Mississauga, ON L5L 0B2 Canada – OR – 3001, rue Douglas B. Floreani, St. Laurent, QC, H4S 1Y7, Canada
Product and/or Services Ordered	- Include line-item detail with quantities for each product/service ordered – OR – - Provide an aggregate solution description with a reference to the Vertiv quote number
P.O. Order Value	- Line level pricing including a total purchase commitment value – OR – - Aggregate / total solution value only
Payment Terms	Specify payment terms or include a reference to an executed contract with Vertiv detailing repayment terms
Freight Terms	- Specify INCOTERMS or Freight terms to define if freight value is included in the P.O. value - Identify who is responsible for freight coordination and when title transfers
Tax Status	Orders will be processed as taxable unless a "tax exempt" status is defined on the P.O. and a valid/current tax-exemption certificate is presented with P.O. or already on file with Vertiv
Requested Ship Date(s)	Unless expecting immediate or first available shipment date, include specific shipment timing requests
Ship to Address(es)	Provide detailed shipping or handling instructions, including address for specific product shipments or service locations
Special Order Requirements	- Indicate any special requirements or instructions, such as: - Formal approval of Submittals before order acceptance - Milestone Billing details (required either by Customer or Vertiv) - Special sourcing requirements such as DPAS (Defense Prioritization) or BAA (Build America Act)

Vertiv Corporation
TERMS AND CONDITIONS OF SALE

Vertiv Corporation is herein referred to as the "Seller" and the customer or person or entity purchasing goods and/or services ("Goods") and/or parts required for services ("Parts") or licensing software and/or firmware, which are preloaded, or to be used with Goods ("Software") from Seller is referred to as the "Buyer." These Terms and Conditions, any price list or schedule, quotation, acknowledgment, Seller's scope or statement of work, or invoice from Seller relevant to the sale of the Goods, Parts and licensing of Software by Seller, and all associated terms, conditions and documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of the agreement ("Agreement") governing the sale of Goods, Parts, and/or license of Software by Seller to Buyer. Any discrepancies between the terms of the above referenced documents shall be resolved by Seller. Seller's acceptance of Buyer's purchase order is expressly conditional on Buyer's assent to all of Seller's terms and conditions of sale, including terms and conditions that are different from or additional to the terms and conditions of Buyer's purchase order. Buyer's acceptance of the Goods, Parts, and/or Software will manifest Buyer's assent to the terms of this Agreement. Seller reserves the right in its sole discretion to refuse orders.

1. **PRICES:** Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Goods, Parts and/or Software shall remain in effect for ninety (90) days after the date of Seller's quotation. Seller's scope of work or acknowledgment of Buyer's order for the Goods, whichever occurs first, provided an unconditional authorization from Buyer for the shipment or performance of the Goods and/or Parts, and/or Software is received and accepted by Seller within such time period. If such authorization is not received by Seller within such ninety (90) day period, Seller shall have the right to change the price for the Goods, Parts and/or Software to Seller's price for the Goods, Parts, and/or Software at the time of Seller's shipment or performance thereof. All prices and licensee fees are exclusive of taxes, transportation and insurance, which are to be borne by Buyer. Seller reserves the right to correct any obvious errors in specifications or prices and, in the event of a force majeure event, make equitable adjustments in Seller's price for the Goods, Parts, and/or Software prior to Seller's shipment or performance thereof. Unless otherwise specified by Seller, Parts that are required for the performance of services will be furnished at Seller's then-prevailing prices. A service charge of \$19.99 will be added to all orders which, excluding shipping charges, taxes, and insurance, do not meet the minimum order value of \$750.00. The service charge amount and/or minimum order value may be changed by Seller at any time, without notice.

2. **TAXES:** Any current or future tax, duty, tariff or governmental charge (or increase in same) affecting Seller's costs of production, sale, services or delivery or shipment of Goods Parts, and/or Software, or which Seller is otherwise required to pay or collect in connection with the sale, purchase, delivery, performance, storage, processing, use or consumption of Goods, Parts, and/or Software, shall be for Buyer's account and shall be added to the price or billed to Buyer separately, at Seller's election.

3. **TERMS OF PAYMENT:** Unless otherwise specified by Seller, terms are net thirty (30) days from date of Seller's invoice in U.S. currency. Seller shall have the right, among other remedies, either to terminate this Agreement or to suspend further performance under this and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. If any payment owed to Seller is not paid when due, it shall bear interest, at a rate to be determined by Seller, which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is paid. Seller may preserve its interests in payment by enforcing any applicable mechanic's, labor, construction or similar lien rights. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or security satisfactory to Seller may be required by Seller for future deliveries or performance of Goods, Parts, and/or Software. If such cash payment or security is not provided, in addition to Seller's other rights and remedies, Seller may discontinue deliveries or performance. Buyer hereby grants Seller a security interest in all Goods, Parts, and/or Software sold to Buyer by Seller, which security interest shall continue until all such Goods, Parts, and/or Software are fully paid for, and Buyer, upon Seller's demand, will execute and deliver to Seller such instruments as Seller requests to protect and perfect such security interest.

4. **SHIPMENT AND DELIVERY:** While Seller will use all reasonable commercial efforts to maintain the delivery date(s) and/or performance dates acknowledged or quoted by Seller, all shipping dates and/or performance dates are approximate and not guaranteed. Seller reserves the right to make partial shipments. Seller, at its option, shall not be bound to tender delivery of any Goods, Parts, and/or Software for which Buyer has not provided shipping instructions and other required information. If the shipment or performance of the Goods, Parts, and/or Software is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other additional expenses resulting therefrom. For sales in which the end destination of the Goods, Parts, and/or Software is outside of the United States (except for those international sales to Seller's affiliated companies), risk of loss and legal title to the Goods, Parts, and/or Software shall transfer to Buyer immediately after the Goods, Parts, and/or Software have passed beyond the territorial limits of the United States. For international sales to Seller's affiliated companies, all shipments of Goods, Parts, and/or Software are made on a Delivered at Place (DAP) basis, per Incoterms 2020, with freight charges from Seller's facility to destination terminal invoiced to buyer either on a Prepaid or PPD/Add basis, as agreed to by Seller and Buyer. All other shipments of Goods, Parts, and/or Software are made on an Ex Works (EXW) Seller's Shipping Point basis, per Incoterms 2020, with Seller responsible to load goods on Buyer's nominated vehicle. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Notwithstanding the above, risk of loss and legal title to Parts shall transfer to Buyer (i) upon delivery by the Seller, or (ii) at the time Parts are placed in storage due to Buyer's delay or postponement. Shortages or damages must be identified and signed for at the time of delivery. Requests for changes in quoted transportation modes will not be made or accepted on orders already processed unless otherwise mutually agreed upon by Seller and Buyer. Requests for changes in quoted transportation modes to orders already accepted by Seller will be subject to new freight terms and billed at the price in effect at the time of the request for change. Any request for changes to quoted transportation modes must be submitted in writing to Seller and are subject to Seller's acceptance and adjustment in freight price. The transportation costs quoted by Seller may be changed by Seller without notice in order to reflect Seller's prices at the time of shipment and will reflect any market increase in transportation costs. If a price for delivery has been quoted, any changes at the destination for transportation modes,

spotting, switching, handling, storage and other accessorial services and demurrage shall be borne by the customer, and any related increase in transportation charges shall be added to the quoted price.

5. **LIMITED WARRANTY:** Subject to the limitations of Section 6, Seller's standard warranty that is applicable to the Goods and/or Software at the time of purchase is the only warranty applicable to the sale of Seller's Goods and/or Software and its terms, conditions and limitations are incorporated by reference herein and Seller warrants that it will perform the services as described in these terms and conditions and will exercise all reasonable skill, care and due diligence in the performance of the services. Seller warrants that all services performed shall be free from faulty workmanship for a period of thirty (30) days from completion of services. Thermal Solution Components, including but not limited to, fans, air-to-air heat exchangers, air conditioners, emergency DC vent systems and filtered thermal vent systems are warranted to be free from defects in material and workmanship for a period of twelve (12) months from date of shipment, or manufacturer's pass through warranty, whichever is longer, provided the following conditions are met: (i) Semi-annual preventive maintenance logs are maintained by Buyer and such logs are available to Seller upon request; and (ii) Input voltage to the air conditioner unit does not vary by greater than +/-10%; and (iii) in the event of accidental or intentional shut-off, a Thermal Solution Component will not be restarted for at least five (5) minutes; and (iv) the refrigerant specified on the unit nameplate label will be the only refrigerant utilized in the air conditioner unit; and, (v) Buyer complies with all installation, operations and maintenance instructions provided by Seller. Goods, Parts and/or Software purchased by Seller from a third party for resale or license to Buyer ("Resale Products") shall carry only the warranty extended by the original manufacturer. To the extent assignable, Seller assigns to Buyer any warranties that are made by manufacturers and suppliers of such Resale Products. EXCEPT AS SPECIFIED ABOVE, RESELLER PRODUCTS FURNISHED HEREUNDER ARE FURNISHED AS-IS, WHERE-IS, WITH NO WARRANTY WHATSOEVER. THE WARRANTY SET FORTH IN THIS SECTION 5 AND THE WARRANTY SET FORTH IN SECTION 8 ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE GOODS AND/OR SOFTWARE AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT SELLER'S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE. SELLER'S WARRANTY EXTENDS ONLY TO PURCHASERS WHO BUY FOR INDUSTRIAL OR COMMERCIAL USE. This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller in the selection or design of the Goods and/or Software and the preparation of Seller's quotation, and/or scope of work, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void. Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods, Parts, and/or Software, either alone or in combination with other products/components.

6. **LIMITATION OF REMEDY AND LIABILITY:** THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER (OTHER THAN THE WARRANTY PROVIDED UNDER SECTION 8) SHALL BE LIMITED TO REPAIR, CORRECTION OR REPLACEMENT, OR REFUND OF THE PURCHASE PRICE UNDER SECTION 5. SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS, PARTS, AND/OR SOFTWARE PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. BUYER AGREES THAT SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. It is expressly understood that any technical advice furnished by Seller with respect to the use of the Goods, Parts and/or Software is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

7. **INSURANCE:** Seller shall maintain the following insurance or self-insurance coverage: Worker's Compensation in accordance with the statutory requirements of the state in which the work is performed. Employer's Liability with a limit of liability of \$2,000,000 per occurrence for bodily injury by accident or bodily injury by disease. Commercial General Liability (CGL) for bodily injury and property damage with a limit of \$2,000,000 per occurrence and per location aggregate. Automobile Liability insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to a combined single limit per occurrence of \$2,000,000. Automobile Liability insurance includes Contractual Liability, but no special endorsements. Buyer expressly acknowledges and agrees that Seller has set its prices and entered into this Agreement in reliance upon the limitations of liability, insurance coverage, and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties.

8. **PATENTS AND COPYRIGHTS:** Subject to the limitations of the second paragraph of Section 6 and any and all associated terms, conditions and documents incorporated by specific reference by Seller, Seller warrants that the Goods and/or Software sold, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent or copyright in existence as of the date of shipment. This warranty is given upon the condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged and cooperate fully with Seller and permit Seller to control completely the defense, settlement or compromise of any such allegation of infringement. Seller's warranty as to utility patents only applies to infringement arising solely out of Buyer's operation according to Seller's specifications and instructions of such Goods and/or Software.

In the event (i) such Goods and/or Software are held to infringe such a U.S. patent or copyright in such suit, and the use of such Goods and/or Software is enjoined, or (ii) a compromise or settlement is made by Seller, Seller shall have the right, at its option and expense, to procure for Buyer the right to continue using such Goods and/or Software, or replace them with non-infringing Goods and/or Software, or modify same to become non-infringing, or grant Buyer a credit for the depreciated value of such Goods and/or Software and accept return of them. In the event of the foregoing, Seller may also, at its option, cancel the agreement as to future deliveries of such Goods and/or Software, without liability. Except as otherwise provided herein, Seller or applicable third party licensor to Seller maintains all right, title and interest in and to the intellectual property in the Goods, Parts, and/or Software.

9. **EXCUSE OF PERFORMANCE:** Seller shall not be liable for delays in performance or for non-performance due to acts of God; acts of Buyer; war; viral outbreaks, disease, pandemic, widespread sickness, or epidemic; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; unavailability of or delays in the supply of materials, components, parts or labor required for the design and/or manufacture of Goods, Software or the performance by Seller hereunder; default of suppliers; or unforeseen circumstances, acts or omissions of Buyer, or any events or causes beyond Seller's reasonable control. Deliveries or other performance may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of this Agreement shall otherwise remain unaffected as a result of the foregoing. If Seller determines that its ability to supply the total demand for the Goods, Parts, and/or Software, or to obtain material used directly or indirectly in the manufacture of the Goods, Parts, and/or Software, is hindered, limited or made impracticable due to causes set forth in this paragraph, Seller may delay or cancel performance, make equitable adjustments in Seller's price for the Goods, Parts, and/or Software, and/or allocate its available supply of the Goods, Parts, Software, and/or such material (without obligation to acquire other supplies of any such Goods, Parts, Software, or material) among its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

10. **CANCELLATION:** Buyer may cancel orders only upon reasonable advance written notice and upon payment to Seller of Seller's cancellation charges which include, among other things, all costs and expenses incurred, and to cover commitments made by the Seller, and a reasonable profit thereon. Seller's determination of such cancellation charges shall be conclusive.

11. **CHANGES:** Buyer may request changes or additions to the Goods, Parts, and/or Software consistent with Seller's specifications and criteria. In the event such changes or additions are accepted by Seller, Seller may revise the price, license fees, and dates of delivery and/or performance dates. Seller reserves the right to change designs and specifications for the Goods, Parts, and/or Software without prior notice to Buyer, except with respect to Goods, Parts, and/or Software being made to order for Buyer. Seller shall have no obligation to install or make such change in any Goods, Parts, and/or Software manufactured prior to the date of such change.

12. **NUCLEAR/MEDICAL:** GOODS, PARTS, AND SOFTWARE SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS. Buyer accepts Goods, Parts, and Software with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or users and to defend, indemnify and hold harmless Seller from any claims, losses, suits, judgments and damages, including incidental and consequential damages, arising from such use, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability.

13. **ASSIGNMENT:** Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment, without such consent, shall be void.

14. **SOFTWARE:** Notwithstanding any other provision herein to the contrary, Seller or applicable third party licensor to Seller shall retain all rights of ownership and title in its respective Software, including without limitation all rights of ownership and title in its respective copies of such Software. Except as otherwise provided herein, Buyer is hereby granted a nonexclusive, non-transferable royalty free license to use the Software incorporated into the Goods solely for purposes of Buyer properly utilizing such Goods purchased from Seller. All other Software shall be furnished to, and used by, Buyer only after execution of Seller's (or the licensor's) applicable standard license agreement, the terms of which are incorporated herein by reference.

15. **TOOLING:** Tool, die, and pattern charges, if any, are in addition to the price of the Goods and are due and payable upon completion of the tooling. All such tools, dies and patterns shall be and remain the property of Seller. Charges for tools, dies, and patterns do not convey to Buyer, title, ownership interest in, or rights to possession or removal, or prevent their use by Seller for other purchasers, except as otherwise expressly provided by Seller and Buyer in writing with reference to this provision.

16. **DOCUMENTATION:** Seller shall provide Buyer with that data/documentation which is specifically identified in Seller's quotation. If additional copies of data/documentation are to be provided by Seller, it shall be provided to Buyer at Seller's applicable prices then in effect.

17. **INSPECTION/TESTING:** Buyer, at its option and expense, may observe the inspection and testing by Seller of the Goods and/or Software for compliance with Seller's standard test procedures prior to shipment, which inspection and testing shall be conducted at Seller's plant at such reasonable time as is specified by Seller. Any rejection of the Goods and/or Software must be made promptly by Buyer before shipment. Tests shall be deemed to be satisfactorily completed and the test fully met when the Goods and/or Software meet Seller's criteria for such procedures. If Buyer does not inspect the Goods and/or Software at Seller's plant as provided herein, Buyer shall have ten (10) days from (i) the date of delivery of Goods, Parts, and/or Software and (ii) from the date of completion of each portion of the services to inspect the Goods, Parts, and/or Software, and in the event of any non-conformity, Buyer must give written notice to Seller within said period stating why the Goods, Parts, and/or Software are not conforming. Failure by Buyer to give such notice constitutes unqualified acceptance of the Goods, Parts, and/or Software. Buyer's sole remedy for non-conforming services shall be correct performance of services incorrectly performed by Seller.

18. **RETURNED GOODS:** Advance written permission to return Goods, Parts, and/or Software must be obtained from Seller in accordance with Seller's then current Return Material Authorization (RMA) procedures and a return authorization number issued. Such Goods, Parts, and/or Software must be (i) current, unused, catalogued Goods, Parts, and/or Software, still in original packaging (ii) free of all liens, encumbrances, or other claims, and (iii) shipped, transportation prepaid, to Seller's specified location. Returns made without proper written permission will not be accepted by Seller. Seller reserves the right to inspect Goods, Parts, and/or Software prior to authorizing return.

19. **BILLABLE SERVICES:** Additional charges will be billed to Buyer at Seller's then prevailing labor rates and Parts prices for any of the following: a) any services not specified in Seller's quotation, Seller's order acknowledgement, Seller's scope of work, or other documents referenced herein and therein; b) any services performed at times other than Seller's normal service hours; c) if timely and reasonable site and/or equipment access is denied the Seller service representative; d) if it is necessary, due to local circumstances, to use union labor or hire an outside contractor, Seller service personnel will provide supervision only and the cost of such union or contract labor will be charged to Buyer; e) if service or repair is necessary to return equipment to proper operating condition as a result of other than Seller (i) maintenance, repair, or modification (including, without limitation, changes in specifications or incorporation of attachments or other features), (ii) misuse or neglect, (including, without limitation, failure to maintain facilities and equipment in a reasonable manner), (iii) failure to operate equipment in accordance with applicable specifications, and (iv) catastrophe, accident, or other causes external to equipment; (f) Seller's performance is made more burdensome or costly as a result of Buyer's failure to comply with its obligations herein, or (g) any additional obligations or requirements, including but not limited to those related to insurance requirements, service delivery, building entry or technical training.

20. **DRAWINGS:** Seller's documentation, prints and drawings (including without limitation, the underlying technology) furnished by Seller to Buyer in connection with this Agreement are the property of Seller and Seller retains all rights, including without limitation, exclusive rights of use, licensing and sale. Possession of such prints or drawings does not convey to Buyer any rights or license, and Buyer shall return all copies (in whatever medium) of such prints or drawings to Seller immediately upon request therefor. Notwithstanding the foregoing, Buyer may use the documentation, prints and drawings in connection with the use of the Goods, Parts, and/or Software.

21. **BUYER SUPPLIED DATA:** To the extent that Seller has been provided by, or on behalf of, Buyer any specifications, description of operating conditions or other data and information in connection with the selection or design of the Goods, Parts, and/or Software, and/or the provision of services, and the actual operating conditions or other circumstances differ from those provided by Buyer and relied upon by Seller, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

22. **EXPORT/IMPORT:** Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States and the European Union, and the jurisdictions in which the Seller and Buyer are established or from which Goods, Parts, Software, and services may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, export, Goods, Parts, or Software in violation of such applicable laws, regulations, orders or requirements.

23. **NON-SOLICITATION:** Buyer shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Goods are being provided to Buyer and for a period of one (1) year after the last provision of Goods.

24. **GENERAL PROVISIONS:** These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of this Agreement. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement this Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this Agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein. Seller reserves the right to subcontract services to others. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction. The validity, performance, and all other matters relating to the interpretation and effect of this Agreement shall be governed by the law of the state of Ohio without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in Ohio and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this agreement.

25. **DATA COLLECTION AND USE:** By using the Goods, Parts and/or Software, Buyer grants Seller, its affiliates, subsidiaries, and service providers, a non-exclusive, irrevocable, royalty free, worldwide right and license to collect, compile, retain, use, reproduce, and create derivative works of, your non-personal information and data, which includes without limitation, all data, materials, reports, text, sound, video, image files, software or any other information ("Service Data") that is provided by, or on behalf of, Buyer, or collected or compiled by Seller, its affiliates, subsidiaries, or service providers through the Goods, Parts, and/or Software. Seller, its affiliates, subsidiaries, and service providers may collect, compile, retain, use, reproduce, and create derivative works of Service Data: (i) to provide services, support, and maintenance; (ii) to develop and improve products, software, and services; and (iii) for scientific and technical research and marketing purposes. Buyer is solely responsible for the Service Data, and Buyer will secure and maintain all rights necessary for Seller, its affiliates, subsidiaries, and service providers to process and use Service Data as described in this paragraph without violating the rights of any third party or otherwise obligating Seller, its affiliates, subsidiaries,

and service providers to Buyer or any third party. The Service Data will be aggregated with other information, materials, or data collected or compiled by, or provided to, Seller, its affiliates, subsidiaries, or service providers and anonymized, such that the Service Data will not intentionally reveal Buyer's identity. In accordance with applicable law, Service Data may be transferred, transmitted, or distributed to, stored, and processed in, cloud computing environments in the United States or any other country in which Seller, its affiliates, subsidiaries, or service providers maintain operations. By using the Goods, Parts, and/or Software, Buyer agrees to such use, transfer, transmission, distribution, storage, and processing of the Service Data. Seller, its affiliates, subsidiaries, and service providers will retain Service Data for as long as is necessary for Seller and its affiliates and subsidiaries business purposes in accordance with applicable law. The rights and licenses granted herein to Seller's service providers shall only be granted to the extent service providers are providing goods and services on Seller's and its affiliates and subsidiaries behalf.

26. **PRIVACY:** Seller will collect and process personal data of those employed by or otherwise affiliated with Buyer in accordance with Seller's "Privacy Notice for Customers and Suppliers – California" available here www.vertiv.com/ca-privacy (the "Notice"), which Notice the Buyer hereby acknowledges having received, read, and understood. In the event of any queries or concerns with its contents, Buyer must contact Seller at the contact details provided in the Notice prior to entering into this Agreement or the commencement of performance hereunder, in failure of which, the terms of the Notice will be deemed accepted and consented to in their entirety.

27. **ADDITIONAL SERVICE CONDITIONS:** The Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes. The facilities shall be within a reasonable distance from where the Goods are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide the necessary Goods. Buyer authorizes Seller to send a service technician or an authorized agent to access any site requested by Buyer to perform services, including services on different scopes of work and equipment as requested by Buyer. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Seller is under no obligation to remove or dispose of Parts or equipment unless specifically agreed upon in Seller's scope of work. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of Buyer's failure to so advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller discovery of unsafe or hazardous site substance or condition or any other circumstance altering Seller's performance hereunder. Buyer shall appoint a representative familiar with the site and the nature of Seller's performance to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller access. Buyer personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.

28. **INDEMNITY:** Each party shall indemnify and hold the other party harmless from loss, damage, liability or expense resulting from damage to personal property of a third party, or injuries, including death, to third parties to the extent caused by a negligent act or omission of the party providing indemnification or a party's subcontractors, agents or employees during performance of services hereunder. Such indemnification shall be reduced to the extent damage or injuries are attributable to others and in no event shall the indemnifying party be obligated to indemnify or insure the other party for the indemnitee's own fault or negligence. The indemnifying party shall defend the other party in accordance with and to the extent of the above indemnification, provided that the indemnifying party is: i) promptly notified by the other party, in writing, of any claims, demands or suits for such damages or injuries; ii) given all reasonable information and assistance by the other party; iii) given full control over any resulting negotiation, arbitration or litigation, including the right to choose counsel and settle claims, or the indemnifying party's obligations herein shall be deemed waived.

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

AGENDA ITEM NO. 9.b.8.

MEETING DATE: March 2, 2026

SUBJECT: Resolution Authorizing Water Service Outside the City Limits for Property Located at Tilly Branch Road Lot 1

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Allison Martin

Approved By: Ron Davis

Summary:

Mr. Lester Wilson has property located at Tilly Branch Road Lot 1, 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. Lester Wilson at Tilly Branch Road Lot 1, pursuant to the conditions in the resolution.

RESOLUTION NO. 26-

**RESOLUTION AUTHORIZING WATER SERVICE OUTSIDE THE CITY LIMITS FOR
PROPERTY LOCATED AT TILLY BRANCH ROAD LOT 1**

WHEREAS, Mr. Lester Wilson, has property located at Lot 1 Tilly Branch Road, and has requested that he be allowed to obtain water from the City of Northport for this property; and

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

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

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

- 1) As allowed by Northport Municipal Code Section 74-237, the City Council hereby agrees to provide water service to the property located at Tilly Branch Road Lot 1, by majority vote of the City Council.
- 2) All costs of this connection shall be paid by the applicant and not by the City of Northport.
- 3) The applicant agrees that if at any time this property becomes contiguous to the city limits, that the property will be annexed in the City of Northport. If the applicant or future owner of this property refuses to annex into the city, then the City reserves the right to terminate water services to this property at that time.
- 4) The owner shall agree to provide a booster pump, at their cost, that will provide a minimum of 40 psi at the home site. The City of Northport will not provide, own, maintain, or operate said booster pump and will not be held liable for insufficient water pressure at the home site due to pump malfunction or failure. This condition shall be reflected in the recorded deed of the property.
- 5) A copy of the deed with the booster pump requirement must be provided to the Utilities Billing Office with the initial application for water service, before a customer account can be set up and water meter installed.

RESOLVED AND DONE THIS 2ND DAY OF MARCH 2026.

CITY COUNCIL OF THE CITY OF NORTHPORT

Jamie Dykes, Its President

ATTEST:

Tera Tubbs, City Administrator

Reading: March 2, 2026

Motion: _____

Second: _____



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

AGENDA ITEM NO. 9.b.9.

MEETING DATE: March 2, 2026

SUBJECT: Resolution Awarding Bid File No. 26-01 for Furnishing of Grounds Maintenance for Williamson Cemetery

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: C.C. Thompson

Approved By: Brooke Starnes

Summary:

The Public Works Department advertised and received bids for the maintenance of the Williamson Cemetery grounds at a frequency of every 14 days, between the periods of March 1 through September 30, beginning with the award of the contract and ending December 31, 2028. A total of eight proposals were submitted, and their bid amounts are listed in the attached Exhibit A.

We are respectfully requesting the approval to award Bid File No. 26-01 for the Furnishing of Grounds Maintenance for Williamson Cemetery to the lowest qualifying bidder, Rotolo Consultants, Inc., for the price of \$18,502.58 per year and totaling \$55,507.74 over the three-year service period.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-40-000-50360 Amount: \$55,507.74

Motion for Consideration:

I move to adopt this resolution awarding Bid File No. 26-01 to Rotolo Consultants, Inc. for the Furnishing of Ground Maintenance for Williamson Cemetery.

EXHIBIT "A"
BID TABULATION
City of Northport Bid File No. 26-01

FURNISHING OF GROUNDS MAINTENANCE FOR WILLIAMSON CEMETERY
(2026-2028)

BID OPENING: Monday, February 23, 2026, at 8:00 am

BIDDER	QTY	UNIT PRICE	TOTAL BID AMOUNT
Heritage Lawn Service, LLC	3	\$23,850.00	\$71,550.00
Hudson Lawn Care, LLC	3	\$33,750.00	\$101,250.00
Mullenix Lawn Care, LLC	3	\$20,300.00	\$60,900.00
D&D HVAC Maintenance and Lawn Care	3	\$56,200.00	\$168,600.00
Great Outdoor Services, LLC	3	\$19,600.00	\$58,800.00
Fox Turf Management	3	\$21,667.00	\$65,000.00
HudCo Landsacpe & Irrigation	3	\$26,640.00	\$79,920.00
Rotolo Consultants, Inc.	3	\$18,502.58	\$55,507.74

Opened By: Matthew Knight

Witnessed By: Michaela McGuire

RESOLUTION NO. 26-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTHPORT,
ALABAMA, AWARDED BID FILE NO. 26-01 FOR FURNISHING OF GROUNDS
MAINTENANCE FOR WILLIAMSON CEMETERY**

WHEREAS, on Monday, February 23, 2026, the Department of Public Works received proposals for Bid File No. 26-01 for Furnishing of Grounds Maintenance for Williamson Cemetery; and,

WHEREAS, said bid was for the maintenance of the Williamson Cemetery grounds at a frequency of every 14 days, between the periods of March 1 through September 30, beginning with the award of the contract and ending December 31, 2028; and

WHEREAS, the lowest responsible bidder meeting specifications was Rotolo Consultants, Inc. charging \$18,502.58 per year and totaling \$55,507.74 over the three-year service period.

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

1. That Bid File No. 26-01 is hereby awarded to Rotolo Consultants, Inc., the bidder meeting specifications and having the lowest total price in the bid tabulation attached as Exhibit "A".
2. That the City Administrator is hereby authorized to approve, as needed, the purchase requisitions for the Furnishing of Grounds Maintenance for Williamson Cemetery from said bid file.

RESOLVED AND DONE THIS [REDACTED] **DAY OF** [REDACTED] **2026.**

CITY COUNCIL OF THE CITY OF NORTHPORT

Jamie Dykes, Its President

ATTEST:

Tera Tubbs, City Administrator

Reading: [REDACTED], 2026

Motion: _____

Second: _____



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

AGENDA ITEM NO. 9.b.10.

MEETING DATE: March 2, 2026

SUBJECT: Resolution Awarding Bid File No. 26-02 for Buckhead Drainage Way Clean-up

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: C.C. Thompson

Approved By: Brooke Starnes

Summary:

The Public Works Department advertised and received bids for the mowing, cutting, and general clean-up of the drainage channel in the Buckhead area at a frequency of four (4) times annually, between the periods of March 1 through September 30, beginning with the award of the contract and ending December 31, 2028. A total of four proposals were submitted, and their bid amounts are listed in the attached Exhibit A.

We are respectfully requesting the approval to award Bid File No. 26-02 for Buckhead Drainage Way Clean-up to the lowest qualifying bidder, Hudson Lawn Care, LLC, for the price of \$6,200.00 per year and totaling \$18,600.00 over the three-year service period.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-37-327-50360 Amount: \$18,600.00

Motion for Consideration:

I move to adopt this resolution awarding Bid File No. 26-02 to Hudson Lawn Care, LLC, for Buckhead Drainage Way Clean-up.

EXHIBIT "A"
BID TABULATION

City of Northport Bid File No. 26-02

BUCKHEAD DRAINAGE WAY CLEAN-UP
(2026-2028)

BID OPENING: Monday, February 23, 2026, at 9:00 am

BIDDER	QTY	UNIT PRICE	TOTAL BID AMOUNT
Hudson Lawn Care, LLC	3	\$6,200.00	\$18,600.00
Mullenix Lawn Care, LLC	3	\$6,800.00	\$20,400.00
HudCo Landscape & Irrigation	3	\$14,800.00	\$44,400.00

Opened By: Matthew Knight Witnessed By: Michaela McGuire

RESOLUTION NO. 26-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTHPORT,
ALABAMA, AWARDED BID FILE NO. 26-02 FOR FURNISHING OF GROUNDS
MAINTENANCE FOR BUCKHEAD DRAINAGE WAY CLEAN-UP**

WHEREAS, on Monday, February 23, 2026, the Department of Public Works received proposals for Bid File No. 26-02 for Buckhead Drainage Way Clean-up; and,

WHEREAS, said bid was for the mowing, cutting, and general clean-up of the drainage channel in the Buckhead area at a frequency of four (4) times annually, between the periods of March 1 through September 30, beginning with the award of the contract and ending December 31, 2028; and

WHEREAS, the lowest responsible bidder meeting specifications was Hudson Lawn Care, LLC charging \$6,200.00 per year and totaling \$18,600.00 over the three-year service period.

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

1. That Bid File No. 26-02 is hereby awarded to Hudson Lawn Care, LLC, the bidder meeting specifications and having the lowest total price in the bid tabulation attached as Exhibit "A".
2. That the City Administrator is hereby authorized to approve, as needed, the purchase requisitions for Buckhead Drainage Way Clean-up from said bid file.

RESOLVED AND DONE THIS [REDACTED] **DAY OF** [REDACTED] **2026.**

CITY COUNCIL OF THE CITY OF NORTHPORT

Jamie Dykes, Its President

ATTEST:

Tera Tubbs, City Administrator

Reading: [REDACTED], 2026

Motion: _____

Second: _____



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

AGENDA ITEM NO. 9.b.11.

MEETING DATE: March 2, 2026

SUBJECT: Resolution Awarding Bid File No. 26-03 for As Needed Drainage Pipe Rehab

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: C.C. Thompson

Approved By: Brooke Starnes

Summary:

The Public Works Department advertised and received bids for rehabilitation, camera inspection, and cleaning services of storm sewer structures and pipes exceeding their normal lifespan or causing a sinkhole on an as-needed basis beginning with the award of the contract and ending December 31, 2026. A total of three proposals were submitted, and their bid amounts are listed in the attached Exhibit A.

We are respectfully requesting the approval to award Bid File No. 26-03 for As Needed Drainage Pipe Rehab to the lowest qualifying bidder, Video Industrial Services, and the authorization to pay them for work performed, not to exceed an amount totaling \$150,000.00 during the contract period.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-37-600-80000 Amount: Not to exceed \$150,000.00

Motion for Consideration:

I move to adopt this resolution awarding Bid File No. 26-03 to Video Industrial Services for As Needed Drainage Pipe Rehab not to exceed an amount totaling \$150,000.00.

EXHIBIT "A"
BID TABULATION

City of Northport Bid File No. 26-03

AS-NEEDED DRAINAGE PIPE REHAB
(2026)

BID OPENING: Monday, February 23, 2026, at 10:00 am

BIDDER	QTY	UNIT PRICE	TOTAL BID AMOUNT
Nu-Pipe, LLC	1	\$23,017.23	\$23,017.23
Gulf Coast Underground, LLC	1	\$12,136.50	\$12,136.50
Video Industrial Services	1	\$9,870.00	\$9,870.00

Opened By: Matthew Knight

Witnessed By: Michaela McGuire

SECTION E – BIDDER'S RESPONSE FORM

Name: Nu-Pipe, LLC

Address: 5600 Central Avenue, Saint Petersburg, FL 33707

Phone: 843-764-7053

Email: Ashby@nupipeus.com

Total Bid Price: \$23,017.23

Signature: 

Item #	Description	Unit	Unit Price
1.	Cement Mortar Flowable Backfill, Mix 2	CY	\$630.00
2.	Video Inspection of Existing Roadway Pipe	HR	\$225.00
3.	Cleaning Pipe Underdrain Outlets	HR	\$295.00
4.	Cleaning Existing Drop Inlet	HR	\$295.00
5.	Cleaning Existing Culverts (Less than or Equal to 48")	HR	\$325.00
6.	Cleaning Existing Pipe (Less than or Equal to 48")	HR	\$325.00
7.	Cleaning Existing Culverts (Greater than 48" Horiz Opening)	HR	\$340.00
8.	Cleaning Existing Pipe (Greater than 48")	HR	\$340.00
9.	15" Roadway Pipe Rehabilitation	LF	\$173.70
10.	18" Roadway Pipe Rehabilitation	LF	\$186.50
11.	24" Roadway Pipe Rehabilitation	LF	\$238.20
12.	30" Roadway Pipe Rehabilitation	LF	\$252.65
13.	36" Roadway Pipe Rehabilitation	LF	\$332.60
14.	42" Roadway Pipe Rehabilitation	LF	\$400.95
15.	48" Roadway Pipe Rehabilitation	LF	\$435.80
16.	54" Roadway Pipe Rehabilitation	LF	\$474.65
17.	60" Roadway Pipe Rehabilitation	LF	\$581.45
18.	66" Roadway Pipe Rehabilitation	LF	\$685.15
19.	72" Roadway Pipe Rehabilitation	LF	\$729.70
20.	18" Span x 11" Rise Roadway Pipe Rehabilitation	LF	\$178.03
21.	22" Span x 14" Rise Roadway Pipe Rehabilitation	LF	\$242.90
22.	36" Span x 23" Rise Roadway Pipe Rehabilitation	LF	\$261.20
23.	Mobilization	EA	\$4,356.25
24.	Emergency Mobilization	EA	\$8,712.50
25.	Traffic Control Scheme – Shoulder Closure	EA	\$250.00
26.	Traffic Control Scheme – Single Lane Closure	EA	\$1,750.00

◆ FAILURE TO COMPLETE THE ABOVE MAY SUBJECT BID TO REJECTION ◆

If a tabulation of bids is desired, please enclose a self-addressed stamped envelope when submitting a bid proposal. Tabulations will also be available for pick-up after the final award.

SECTION E – BIDDER'S RESPONSE FORM

Name: Gulf Coast Underground, LLC
 Address: 5655 Middle Rd Theodore, AL 36582
 Phone: 251-725-0200 Email: ddavis@gcgcy.com
 Total Bid Price: 12136.50 Signature: 
 Robert Lindley, Chief Estimator

Item #	Description	Unit	Unit Price
1.	Cement Mortar Flowable Backfill, Mix 2	CY	350.00
2.	Video Inspection of Existing Roadway Pipe	HR	450.00
3.	Cleaning Pipe Underdrain Outlets	HR	450.00
4.	Cleaning Existing Drop Inlet	HR	450.00
5.	Cleaning Existing Culverts (Less than or Equal to 48")	HR	450.00
6.	Cleaning Existing Pipe (Less than or Equal to 48")	HR	450.00
7.	Cleaning Existing Culverts (Greater than 48" Horiz Opening)	HR	450.00
8.	Cleaning Existing Pipe (Greater than 48")	HR	450.00
9.	15" Roadway Pipe Rehabilitation	LF	215.50
10.	18" Roadway Pipe Rehabilitation	LF	233.50
11.	24" Roadway Pipe Rehabilitation	LF	340.50
12.	30" Roadway Pipe Rehabilitation	LF	411.50
13.	36" Roadway Pipe Rehabilitation	LF	440.50
14.	42" Roadway Pipe Rehabilitation	LF	472.50
15.	48" Roadway Pipe Rehabilitation	LF	550.50
16.	54" Roadway Pipe Rehabilitation	LF	596.00
17.	60" Roadway Pipe Rehabilitation	LF	688.50
18.	66" Roadway Pipe Rehabilitation	LF	838.00
19.	72" Roadway Pipe Rehabilitation	LF	989.00
20.	18" Span x 11" Rise Roadway Pipe Rehabilitation	LF	215.50
21.	22" Span x 14" Rise Roadway Pipe Rehabilitation	LF	233.50
22.	36" Span x 23" Rise Roadway Pipe Rehabilitation	LF	411.50
23.	Mobilization	EA	500.00
24.	Emergency Mobilization	EA	1000.00
25.	Traffic Control Scheme – Shoulder Closure	EA	100.00
26.	Traffic Control Scheme – Single Lane Closure	EA	400.00

Total \$12136.50

◆ FAILURE TO COMPLETE THE ABOVE MAY SUBJECT BID TO REJECTION ◆

If a tabulation of bids is desired, please enclose a self-addressed stamped envelope when submitting a bid proposal.
 Tabulations will also be available for pick-up after the final award.

Addendum 1 acknowledged  Robert Lindley

ACKNOWLEDGE RECEIPT OF ADDENDUM NO 1 ⇒ BID FILE NUMBER 26-03

SECTION E – BIDDER'S RESPONSE FORM

Name: VIDEO INDUSTRIAL SERVICES

Address: 7721 2ND AVENUE NORTH, BIRMINGHAM, AL 35206

Phone: 205-798-0300 Email: H.NELSON@VIDEOINDUSTRIAL.COM

Total Bid Price: \$9,870.00 Signature: Heath Nelson HEATH NELSON

Item #	Description	Unit	Unit Price
1.	Cement Mortar Flowable Backfill, Mix 2	CY	310
2.	Video Inspection of Existing Roadway Pipe	HR	140
3.	Cleaning Pipe Underdrain Outlets	HR	140
4.	Cleaning Existing Drop Inlet	HR	100
5.	Cleaning Existing Culverts (Less than or Equal to 48")	HR	140
6.	Cleaning Existing Pipe (Less than or Equal to 48")	HR	140
7.	Cleaning Existing Culverts (Greater than 48" Horiz Opening)	HR	150
8.	Cleaning Existing Pipe (Greater than 48")	HR	150
9.	15" Roadway Pipe Rehabilitation	LF	290
10.	18" Roadway Pipe Rehabilitation	LF	310
11.	24" Roadway Pipe Rehabilitation	LF	330
12.	30" Roadway Pipe Rehabilitation	LF	350
13.	36" Roadway Pipe Rehabilitation	LF	380
14.	42" Roadway Pipe Rehabilitation	LF	410
15.	48" Roadway Pipe Rehabilitation	LF	430
16.	54" Roadway Pipe Rehabilitation	LF	450
17.	60" Roadway Pipe Rehabilitation	LF	480
18.	66" Roadway Pipe Rehabilitation	LF	500
19.	72" Roadway Pipe Rehabilitation	LF	520
20.	18" Span x 11" Rise Roadway Pipe Rehabilitation	LF	250
21.	22" Span x 14" Rise Roadway Pipe Rehabilitation	LF	250
22.	36" Span x 23" Rise Roadway Pipe Rehabilitation	LF	300
23.	Mobilization	EA	750
24.	Emergency Mobilization	EA	1000
25.	Traffic Control Scheme – Shoulder Closure	EA	600
26.	Traffic Control Scheme – Single Lane Closure	EA	1000

◆ FAILURE TO COMPLETE THE ABOVE MAY SUBJECT BID TO REJECTION ◆

If a tabulation of bids is desired, please enclose a self-addressed stamped envelope when submitting a bid proposal. Tabulations will also be available for pick-up after the final award.

(SEE ATTACHED ENVELOPE) THANK YOU

RESOLUTION NO. 26-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTHPORT, ALABAMA,
AWARDING BID FILE NO. 26-03 FOR AS NEEDED DRAINAGE PIPE REHAB**

WHEREAS, on Monday, February 23, 2026, the Department of Public Works received proposals for Bid File No. 26-03 for As Needed Drainage Pipe Rehab; and,

WHEREAS, said bid was for rehabilitation, camera inspection, and cleaning services of storm sewer structures and pipes exceeding their normal lifespan or causing a sinkhole on an as-needed basis beginning with the award of the contract and ending December 31, 2026; and

WHEREAS, the lowest priced responsible bidder meeting specifications was Video Industrial Services.

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

1. That Bid File No. 26-03 is hereby awarded to Video Industrial Services, the bidder meeting specifications and having the lowest prices in the bid tabulation attached as Exhibit "A".
2. That the City Administrator is hereby authorized to approve, as needed, the purchase requisitions for As Needed Drainage Pipe Rehab from said bid file but not to exceed an amount totaling \$150,000.00 during the contract period.

RESOLVED AND DONE THIS [REDACTED] **DAY OF** [REDACTED] **2026.**

CITY COUNCIL OF THE CITY OF NORTHPORT

Jamie Dykes, Its President

ATTEST:

Tera Tubbs, City Administrator

Reading: [REDACTED], 2026

Motion: _____

Second: _____



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

AGENDA ITEM NO. 9.b.12.

MEETING DATE: March 2, 2026

SUBJECT: Resolution Awarding Bid File No. 26-04 for Tree Removal Services

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: C.C. Thompson

Approved By: Brooke Starnes

Summary:

The Public Works Department advertised and received bids for providing tree removal services as needed on the City of Northport properties or Right-of-Way, beginning with the award of the contract and ending February 28, 2029. A total of two proposals were submitted, and their bid amounts are listed in the attached Exhibit A.

We are respectfully requesting the approval to award Bid File No. 26-04 for Tree Removal Services to the lowest qualifying bidder, Ellison's Tree Service, LLC, for the price of \$350.00 per hour over the three-year service period.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-37-310-50312 Amount: TBD

Motion for Consideration:

I move to adopt this resolution awarding Bid File No. 26-04 to Ellison's Tree Service, LLC, for Tree Removal Services.

TREE REMOVAL SERVICES (2026-2028)

BID OPENING: Monday, February 23, 2026, at 11:00 am

[illegible]

Opened By: Matthew Knight

Witnessed By: Michaela McGuire

RESOLUTION NO. 26-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTHPORT,
ALABAMA, AWARDING BID FILE NO. 26-04 FOR TREE REMOVAL SERVICES**

WHEREAS, on Monday, February 23, 2026, the Department of Public Works received proposals for Bid File No. 26-04 for Tree Removal Services; and,

WHEREAS, said bid was for providing tree removal services as needed on the City of Northport properties or Right-of-Way, beginning with the award of the contract and ending February 28, 2029; and

WHEREAS, the lowest responsible bidder meeting specifications was Ellison's Tree Service, LLC charging \$350.00 per hour.

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

1. That Bid File No. 26-04 is hereby awarded to Ellison's Tree Service, LLC, the bidder meeting specifications and having the lowest total price in the bid tabulation attached as Exhibit "A".
2. That the City Administrator is hereby authorized to approve, as needed, the purchase requisitions for removal of trees from City properties or Right-of-Way from said bid file.

RESOLVED AND DONE THIS [REDACTED] **DAY OF** [REDACTED] **2026.**

CITY COUNCIL OF THE CITY OF NORTHPORT

Jamie Dykes, Its President

ATTEST:

Tera Tubbs, City Administrator

Reading: [REDACTED], 2026

Motion: _____

Second: _____



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

AGENDA ITEM NO. 9.b.13.

MEETING DATE: March 2, 2026

SUBJECT: Resolution Rejecting All Bids Received for Bid No. 26-05 for the Furnishing of Custodial Services for Northport Community Center

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: C.C. Thompson

Approved By: Brooke Starnes

Summary:

The Public Works Department advertised and received bids for providing custodial services at the Northport Community Center, beginning with the award of the contract and ending February 28, 2027. A total of four proposals were submitted on Monday, February 23, 2026, but upon review of the bid documents received, it has been determined that the original bid specifications did not include sufficient information and detail necessary to ensure accurate, complete, and comparable responses from bidders.

We are respectfully requesting the approval to reject all bids received for Bid No. 26-05 for the Furnishing of Custodial Services for the Northport Community Center in order to revise and clarify the bid documents and re-advertise the project.

Recommendation:

Approve

Funding Source/GL Code:

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

Motion for Consideration:

I move to adopt this resolution rejecting bids received on February 23, 2026, for Bid File No. 26-05 for the Furnishing of Custodial Services for the Northport Community Center.

RESOLUTION NO. 26-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTHPORT, ALABAMA,
REJECTING ALL BIDS RECEIVED FOR BID NO. 26-05 FOR FURNISHING OF CUSTODIAL
SERVICES FOR THE NORTHPORT COMMUNITY CENTER, AND AUTHORIZING THE
RE-BIDDING OF SAID PROJECT**

WHEREAS, the City of Northport duly advertised and solicited sealed bids for Bid No. 26-05, the Furnishing of Custodial Services for the Northport Community Center; and

WHEREAS, bids were received and opened in accordance with applicable laws and policies of the City of Northport and the State of Alabama; and

WHEREAS, upon review of the bid documents and submissions, it has been determined that the original bid specifications did not include sufficient information and detail necessary to ensure accurate, complete, and comparable responses from bidders; and

WHEREAS, the City Council finds that it is in the best interest of the City to reject all bids received for Bid No. 26-05 in order to revise and clarify the bid documents and re-advertise the project.

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

1. All bids received for Bid No. 26-05 for Furnishing of Custodial Services for the Northport Community Center are hereby rejected.
2. The City Administrator and appropriate staff are authorized and directed to revise and update the bid specifications to include the necessary information and detail to ensure clear and competitive bidding.
3. Upon completion of the revised bid documents, the project shall be re-advertised in accordance with applicable laws and City policies.

RESOLVED AND DONE THIS 2ND DAY OF MARCH 2026.

CITY COUNCIL OF THE CITY OF NORTHPORT

Jamie Dykes, Its President

ATTEST:

Tera Tubbs, City Administrator

Reading: March 2, 2026

Motion: _____

Second: _____



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

AGENDA ITEM NO. 9.c.1.

MEETING DATE: March 2, 2026

SUBJECT: Minutes, February 16, 2026

Prepared By: Malorie Mixon

Approved By: Tera Tubbs

Summary:

The attached document includes minutes from February 16, 2026 Council Meeting. This meeting took place in the Council Chambers at Northport City Hall.

Recommendation:

Approve

Funding Source/GL Code:

Motion for Consideration:

Approval of the Consent Agenda will approve the official minutes from February 16, 2026 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 Prynce Washington, Youth of the Year Finalist from the Hasson Center Boys and Girls Club.

PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was led by Josiah Taylor, Junior Youth of the Year from the Hasson Center Boys and Girls Club.

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: A proclamation recognizing 1st Class Auto Spa as February Business of the Month was presented. Dr. Julia Brock’s students from her Public History Class at the University of Alabama gave a presentation on the History of the Northport Yellow Jackets. A proclamation was presented to Mr. Newbern Prewitt, manager of the Northport Yellow Jackets.

APPROVAL OF THE AGENDA: Approved as printed.

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

VISITORS TO ADDRESS THE COUNCIL: Walker Baker, a local student, addressed the Council regarding safety concerns at the busy intersection of Rose Boulevard and the back entrance to Clear Creek. Walker expressed his desire to see a crosswalk or pedestrian catwalk installed to allow students to walk or ride their bikes to school more safely.

The Engineering Department informed Walker and the Council that efforts are already underway to improve safety in that area, and progress has begun on planned enhancements.

UNFINISHED BUSINESS:

Ordinance 2293 declaring 2026 “Back-to-School” Sales Tax Holiday. This ordinance would provide a “Back-to-School” Sales Tax Holiday beginning at 12:01 a.m. on Friday, July 17, 2026, and ending at twelve midnight on Sunday, July 19, 2026. The “Back-to-School” Sales Tax Holiday would exempt covered items from sales and use tax for these dates.

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

NEW BUSINESS:

First Reading – Ordinance annexing 1.90 acres at 4023 68th Avenue. Zachary O’Neal is requesting annexation of approximately 1.90 acres located at 4023 68th Avenue. The zoning designation associated with this annexation request is Residential Single-Family (RS-1). This property includes 4 unincorporated parcels with a single-family residence. The property is surrounded to the north, east, and west by single-family detached residential properties zoned Residential Single-Family (RS-1); and to the south by unincorporated single-family residential (no zoning). This property lies within the priority growth areas identified in the comprehensive plan. The future land use plan within the comprehensive plan identifies this property as “Low Density Residential”. The requested zoning is not in conflict with the comprehensive plan. This request comes with a positive recommendation from the Planning Commission.

Offered by: Dykes

Resolution 26-33 establishing the Legislative Agenda of the City of Northport for the 2026 Session of the Alabama Legislature. This resolution requests the Tuscaloosa County Legislative Delegation to consider the City of Northport's position on several matters that may be presented in the 2026 Legislative Session.

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

Resolution 26-34 Authorizing Water Service Outside the City Limits for Property Located at Tilly Branch Road Lot 4. Mr. Steven Dunn has property located at Tilly Branch Road Lot 4, 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.

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

Resolution 26-35 Authorizing City Administrator to Execute a Minor Public Works Contract With DSL Electric, Inc., for Control Panel Replacement at the Water Treatment Plant. This resolution will authorize the City Administrator to execute a minor public works contract with DSL Electric, Inc., for control panel for the pneumatic tank at the Water Treatment Plant, in the amount of \$16,147.00.

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

Resolution 26-36 for Authorization for Application to the 2026 Rebuild Alabama Act Annual Grant Program. This resolution authorizes the application for the 2026 Rebuild Alabama Act Annual Grant Program. The City will be applying for an award up to \$350,000.00 to be used towards the Downtown Sidewalks and Streetscape, Phase IV project. Matching funds up to \$100,000.00 will be required but will be covered by existing dollars budgeted for the project to use as a match.

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

Resolution 26-37 Authorizing the City Administrator to enter into an agreement authorizing the binding of certain insurance coverage.

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

Resolution 26-38 Authorizing the City Administrator to Execute Amendment No. 1 with TTL, Inc. for Geotechnical Services for the Montgomery Farms Slope Failure. The City Council authorized a Geotechnical Service contract with TTL, Inc. for the Montgomery Farm Slope Failure on June 16, 2025 (Resolution 25-122). TTL, Inc. The results from the study recommend adding two inclinometers to Lot 11 to monitor the movement of the failure to better define the depth and direction of the movement. The proposed Amendment No. 1 will cover the services at a lump sum fee of \$17,000.00.

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

Resolution 26-39 for the Allocation of 2025 Northport First Funds. This resolution is for the allocation of 2025 Northport First Funds in the amount of \$17,000.00. The allocated funds will be used for the Montgomery Farms slope failure repair.

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

CONSENT AGENDA:

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

1. Minutes of February 2, 2026 – Tera Tubbs
2. Bill Listing – Tera Tubbs
3. Purchase Requisition: Municipal and Commercial Uniform and Equipment, Inc. in the amount of \$8,345.35 is for police uniform shirts.
4. Purchase Requisition: Principle Environmental, Inc., in the amount of \$11,462.50, for nozzles for the surface wash for sand filters at the Water Treatment Plant. We are replacing the old nozzles that have reached their useful lifespan. These are needed to continue normal operations at the plant.
5. Purchase Requisition: Straitline Fence, LLC., in the amount of \$8,352.00, for replacing the fence located at the Highland Park Pump Station. The current fence is in disrepair and needs to be replaced.
6. Purchase Requisition: Two AEDs from GoRescue for a total cost of \$5,070.00. One AED will be placed on new Engine 3 when it is received. The other AED will be placed on Truck 22.
7. Purchase Requisition: CSpire Business for the city's annual Microsoft Office license renewal. Total cost \$109,440.00.
8. Purchase Requisition: Invoice #3 for Audit Expenses related to Fiscal Year 2025 Audit conducted by LeCroy Richardson. The audit will include multiple components that collectively comprise the basic financial statements of the City for the fiscal year ended September 30, 2025. Total amount is \$19,263.80 split between water and sewer, \$3,852.76, and general fund, \$15,411.04.

PUBLIC HEARINGS: None.

CITY ADMINISTRATOR’S BUSINESS:

Tree Seedling Giveaway & Recycling Event: February 28th from 7:00 am–11:00 am in the main lobby at City Hall. Attendees are encouraged to arrive early as tree seedlings are popular and supplies go quickly.

MAYOR & COUNCIL MEMBERS’ BUSINESS

- Severe Weather Tax-Free Weekend: Reminder that this weekend is a tax-free shopping opportunity related to severe weather preparedness.
- Bunny Trail Grand Opening: Event occurring on February 28th at 10:00 am, directly following the seedling giveaway. Organized in partnership with the Junior League of Tuscaloosa, with additional related events planned.
- Small Business Forum: Scheduled for Monday, February 23rd at 5:30 pm. Attendees with specific agenda topics were encouraged to contact organizers.
- Mayor’s Town Hall: Happening February 17th, at 6:00 pm with guest Mr. Donahue attending.
- Mayor’s Advisory Council: Set for Thursday, February 26th, focusing on developments in the area.
- Acknowledgements: Council members expressed gratitude to community members for their contributions and community involvement.
- Boys and Girls Club Involvement: Recognition of Prince Washington and Josiah Taylor from the Hasson Boys and Girls Club for opening the meeting and their participation in the Youth of the Year banquet; encouragement for additional volunteer involvement with local youth programs.

EXECUTIVE SESSION – Potential Litigation

Adjourn into Executive Session to discuss potential litigation. The session is expected to take 1 hour and 30 minutes, and the council will take no action after executive session is concluded.
Time: **6:20** p.m. **Motion:** Higdon | **Second:** Washington **Vote:** Motion carried unanimously.

RECONVENE

The Council reconvened in regular session at **7:25** p.m.

ADJOURNMENT

Time: **7:25** p.m. **Motion:** Dykes | **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: March 2, 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 bill listing is hereby approved and said action is reflected in the official minutes of the City Council meeting.



Payment Dates 2/12/2026 - 2/25/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Thompson Engineering Inc	251003534	02/11/2026	CE&I Services - Watermelon R...	1,293.54
Olivia Brandon	INV0040604	02/02/2026	NPCC Security Deposit Refund...	100.00
Tonya Merritt	INV0040605	02/02/2026	NPCC Security Deposit Refund...	100.00
Carver Tile Inc	INV0040833	02/09/2026	BL Overpayment Refund	9.99
Fuseon Connections	INV0040737	02/05/2026	Water Refund	124.50
US Venture Inc DBA US Auto F...	INV0040827	02/09/2026	BL Overpayment Refund	93.57
U.S. Bank	INV0040831	02/09/2026	BL Overpayment Refund	60.87
Wendy Benion	INV0040767	02/06/2026	BL Overpayment Refund	10.00
Hobson Trucking Co Inc	INV0040769	02/06/2026	BL Overpayment Refund	113.63
TTL Inc.	2161599	02/17/2026	5th Street PE - Re-issue	2,924.80
Sun Charge Systems Inc	INV0040838	02/09/2026	BL Overpayment Refund	205.97
Catosouth LLC	INV0040883	02/10/2026	BL Overpayment Refund	10.00
Precision Concrete Const LLC	INV0040885	02/10/2026	BL Overpayment Refund	97.50
Candice Whitt	INV0040881	02/10/2026	NPCC Security Deposit Refund...	100.00
Quanisha Walker	INV0040882	02/10/2026	NPCC Security Deposit Refund...	100.00
JJM Properties LLC	INV0040884	02/10/2026	BL Overpayment Refund	52.50
Jason's Drain Service	INV0040900	02/10/2026	ROW Permit Refund ROW26-...	725.00
Beck's Turf	INV0040911	02/11/2026	BL Overpayment Refund	261.22
Simonds International LLC	INV0040913	02/11/2026	BL Overpayment Refund	366.74
Sandco International Inc.	INV0040914	02/11/2026	BL Overpayment Refund	50.00
Skelton Investments	INV0040916	02/11/2026	BL Overpayment Refund	52.40
A B E Mini Storage	INV0041119	02/12/2026	BL Overpayment Refund	550.75
Lamar OCI South LLC	INV0041192	02/16/2026	BL Overpayment Refund	75.00
Burkhalter Jewelers Inc	INV0041152	02/13/2026	BL Overpayment Refund	71.15
Warren Foust	INV0041174	02/16/2026	BL Overpayment Refund	228.99
Dominion Construction Co. Inc.	Downtown Sidewalk/Streetsc...	02/18/2026	Streetscape Phase III Construct..	40,107.55
Dominion Construction Co. Inc.	Downtown Sidewalk/Streetsc...	02/18/2026	Streetscape Phase III CO #1	42,178.43
Dominion Construction Co. Inc.	Downtown Sidewalk/Streetsc...	02/18/2026	Streetscape Phase III CO #1	56,082.96
All Trim - All Clean LLC	INV0041325	02/18/2026	BL Overpayment Refund	100.00
				146,247.06
Department: 13 - Mayor & City Council				
Verizon	6134271775Admin	02/03/2026	Acct 423469999-00001	323.92
Amazon Capital Services	1F99-VH4X-JVTJ	02/10/2026	front desk headset replaceme...	234.99
Lloyd Wood Education Center	INV0040835	02/09/2026	ADMIN - Dist Dev Funds	300.00
Department 13 - Mayor & City Council Total:				858.91
Department: 15 - Administrative				
Jeff's Pro Painting LLC	1264	02/11/2026	drywall repair & painting in Ci...	3,138.00
Northport Properties LLC	INV0040951	02/11/2026	Invoice-Downtown Parking Le...	24,000.00
Tuscaloosa County School Sys...	INV0040577	01/30/2026	Invoice-Tuscaloosa County Sc...	530.65
Northport Auto Supply Co. Inc.	101013189	02/11/2026	HR #8109 - oil filter	7.60
Verizon	6134271775Admin	02/03/2026	Acct 423469999-00001	214.97
Comcast Cable	INV0040738	02/05/2026	2001 Park St 8396 90 014 032...	257.90
Midstates Petroleum Company	INV0040626	02/03/2026	Acct 10211 Admin	594.17
U.S. Postal Service	INV0040594	02/02/2026	Postage by Phone - Admin	0.74
Comcast Cable	INV0040844	02/09/2026	1600 Main Ave Unit HMOFC 8...	234.95
Lowe's Home Centers Inc.	82011	02/11/2026	painting supplies for new Asst...	44.11
Grainger Inc.	9793923609c	02/11/2026	urinal rebuild kits	220.66
Amazon Capital Services	1RW1-V4TG-HDLH	02/05/2026	Trash Can Covers for Auditori...	84.95
Amazon Capital Services	1Q4W-Q679-3L1K	02/09/2026	Amazon- "Received" Stamp for...	16.61
Regions Bank	INV0040763	02/06/2026	2021 B WARRANTS - February...	48,668.63
Regions Bank	INV0040766	02/06/2026	2016 GF SERIES - February 20...	78,887.50
Amazon Capital Services	1D6F-TFHL-HGP9	02/10/2026	hp ink tera/post it flags	605.95
Paint Spot	N0319782	02/11/2026	touch-up painting around exte...	43.99
Cintas	4259060208	02/10/2026	Payer # 14353428	76.99

Expense Approval Report

Payment Dates: 2/12/2026 - 2/25/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Focus on Senior Citizens	DEC25	02/10/2026	Invoice Focus Dec 2025	3,100.20
Focus on Senior Citizens	NOV25	02/10/2026	Invoice Focus Nov 2025	2,456.93
Focus on Senior Citizens	OCT25	02/10/2026	Focus Invoices Oct 2025	4,727.73
Alabama Power Company	INV0041297	02/18/2026	SB23192-17002 Admin	6,391.93
Alabama Power Company	INV0041297	02/18/2026	SB23192-17002 Admin	1,895.93
Alabama Power Company	INV0041297	02/18/2026	SB23192-17002 Admin	277.56
Alabama Power Company	INV0041297	02/18/2026	SB23192-17002 Admin	442.62
Amazon Capital Services	17JT-MDYC-MY37	02/12/2026	Amazon	36.49
Walmart	4e9698aa	02/13/2026	bunny trail egg supplies	37.02
Department 15 - Administrative Total:				176,994.78
Department: 16 - Legal				
Verizon	6134271775Legal	02/03/2026	Acct 423469999-00001	120.67
Bishop Brooks LLC	2713	02/04/2026	Outsourced Lega - RE Universt...	4,207.50
Amazon Capital Services	1MV6-QY9D-HJPT	02/17/2026	Office Supplies	48.94
Department 16 - Legal Total:				4,377.11
Department: 17 - Municipal Court				
Alabama Law Enforcement Ag...	ALEA26000484	02/09/2026	Let's Access & User Fees	345.00
A T & T Mobility	287288439796X02062026Cou...	02/09/2026	Acct 287288439796	43.27
Kristen Turner	INV0040824	02/09/2026	January 2026	1,659.00
District Attorney Restitution R...	INV0040829	02/09/2026	January 2026	44.78
Yarbrough Law LLC	INV0040834	02/09/2026	January 2026	616.00
Municipal Software Group	260200387	02/05/2026	MSG Court Manager System	10,500.00
Alabama Crime Victims Comp...	INV0040818	02/09/2026	January 2026	848.50
Circuit Clerks Judicial Administ...	INV0040819	02/09/2026	January 2026	832.62
The Citizenship Trust Fund	INV0040821	02/09/2026	January 2026	365.00
Alabama Peace Officer's Annui...	INV0040822	02/09/2026	January 2026	1,690.50
Presiding Circuit Judges' Judici...	INV0040823	02/09/2026	January 2026	835.28
Solicitor's Fund	INV0040825	02/09/2026	January 2026	6,661.23
State Judicial Administration F...	INV0040830	02/09/2026	January 2026	3,328.60
Alabama Comptroller's Office	INV0040828	02/09/2026	January 2026	23,222.48
Department 17 - Municipal Court Total:				50,992.26
Department: 22 - Information Technology				
T-Mobile US Inc.	INV0040741	02/05/2026	Acct 976900299	236.72
Verizon	6134271775IT	02/03/2026	Acct 423469999-00001	210.69
A T & T Mobility	287288439796X02062026IT	02/09/2026	Acct 287288439796	122.60
C Spire Business	0000693209-64	02/09/2026	Acct 0000693209	4,840.00
Uniti Fiber GulfCo LLC	643749	02/04/2026	Data Service	585.00
Spectrum Business	INV0040845	02/09/2026	4900 Mitt Lary Rd 8314 10 234..	183.66
Comcast Cable	INV0040846	02/09/2026	3721 26th Ave OFC 8396 90 0...	358.89
Amazon Capital Services	1GJC-36K6-DWWV	02/05/2026	25ft Ethernet Cables	14.40
Amazon Capital Services	1GJC-36K6-DWWV	02/05/2026	20ft Ethernet Cable	18.98
Amazon Capital Services	1GJC-36K6-DWWV	02/05/2026	8GB (2 per pack) of RAM	346.64
Amazon Capital Services	1H1K-YTXC-CGTQ	02/04/2026	Ice Scraper	35.96
Amazon Capital Services	1H1K-YTXC-CGTQ	02/04/2026	Headliner Repair Glue	9.99
Comcast Cable	INV0041199	02/16/2026	3500 McFarland Blvd Side 2 8...	63.88
VC3 INC.	VC3-237505	02/17/2026	IT - February 26 Monthly back...	2,240.00
Bion Security LLC	1359	02/13/2026	Barracuda License renewal	52,164.00
Amazon Capital Services	17QF-GL9J-4W6M	02/16/2026	IT - CD Burners for CID PC's	43.68
J & J Telephone Inc.	806798	02/16/2026	Acct 23929	421.19
J & J Telephone Inc.	807559	02/19/2026	Acct 28228	2,957.26
Department 22 - Information Technology Total:				64,853.54
Department: 25 - Finance				
Verizon	6134271775FIN	02/03/2026	Acct 423469999-00001	201.33
LeCroy Richardson P.C.	7961	02/17/2026	Agenda 2/16/26 - FY25 Audit I...	15,411.04
Business Supply & Printing	7042	02/16/2026	FIN - ENVELOPES	183.00
Department 25 - Finance Total:				15,795.37
Department: 26 - Human Resources				
Verizon	6134271775HR	02/03/2026	Acct 423469999-00001	120.67

Expense Approval Report

Payment Dates: 2/12/2026 - 2/25/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Phelps Jenkins Gibson & Fowl...	257	02/10/2026	Monthly Retainer Fee Decem...	1,600.00
Department 26 - Human Resources Total:				1,720.67
Department: 28 - Planning & Inspections				
Verizon	6134271775PZ	02/03/2026	Acct 423469999-00001	405.66
A T & T Mobility	287288439796X02062026PZ	02/09/2026	Acct 287288439796	43.27
Northport Gazette The	INV0040808	02/09/2026	adv ord 2290 rezone approx 3...	82.80
Northport Gazette The	INV0040812	02/09/2026	adv ord 2291 cond use 1101 3...	126.45
Northport Gazette The	INV0040814	02/09/2026	Legal ad	137.70
Northport Gazette The	INV0040816	02/09/2026	Legal for O'Neal annexation	684.00
Northport Gazette The	INV0040810	02/09/2026	legal ad	55.80
Northport Gazette The	INV0041180	02/16/2026	adv ord 2292 temp moratori...	280.35
Department 28 - Planning & Inspections Total:				1,816.03
Department: 32 - Engineering				
Thompson Engineering Inc	251003534	02/11/2026	CE&I Services - Watermelon R...	323.39
Verizon	6134271775Eng	02/03/2026	Acct 423469999-00001	604.63
Logo Station	20941	02/17/2026	Tera's RRP Vest	7.00
Amazon Capital Services	1YYK-D6DN-CDRF	02/04/2026	Engineering Office Supplies	90.87
Alabama Power Company	INV0041296	02/18/2026	SB23192-17002 Engineering	516.83
Alabama Power Company	INV0041296	02/18/2026	SB23192-17002 Engineering	31,088.64
Amazon Capital Services	1TKT-7VQV-QKG9	02/12/2026	Binders for Bridge Files	39.02
SHI International Corp.	B20817208	02/16/2026	AutoCAD - SHI License Renewa...	4,344.48
Department 32 - Engineering Total:				37,014.86
Department: 33 - Police				
TRUCKWORX HOLDING CO INC	1130212311	02/11/2026	BATTERY-GROUP 94R 765CCA...	120.98
Galls LLC	033770405	02/05/2026	BLANKET	76.46
Northport Auto Supply Co. Inc.	101011340b	02/11/2026	brake parts & supplies for PD ...	158.20
SPX Aids to Navigation LLC	90343099	02/05/2026	Yearly Monotoring Invoice for ...	960.00
Verizon	6134271775PD	02/03/2026	Acct 423469999-00001	200.05
Staples Business Advantage	6053862436	02/11/2026	Front Desk Stamp for Fingerpr...	31.83
Northport Auto Supply Co. Inc.	101014030	02/11/2026	CC APPROVED 10.6.25; PM pa...	74.97
Northport Auto Supply Co. Inc.	101014442	02/11/2026	brake parts & supplies for PD ...	287.26
TRUCKWORX HOLDING CO INC	1130217559	02/11/2026	batteries for PD vehicles (BL-1)	105.42
TRUCKWORX HOLDING CO INC	1130217639	02/11/2026	BATTERY-GROUP 94R 765CCA...	-120.98
A T & T Mobility	287288439796X02062026PD	02/09/2026	Acct 287288439796	2,651.95
Spire	INV0040746	02/05/2026	3721 26th Ave 1177523333	18.89
Northport Auto Supply Co. Inc.	101014518	02/11/2026	PD #464 - coolant reservoir ta...	73.08
Northport Auto Supply Co. Inc.	101015004	02/11/2026	CC APPROVED 10.6.25; PM pa...	23.13
Northport Auto Supply Co. Inc.	101014661	02/12/2026	PD #444 - oil pressure switch p...	96.45
Midstates Petroleum Company	INV0040624	02/03/2026	Acct 10208 PD	11,971.63
Northport Auto Supply Co. Inc.	101014753a	02/12/2026	brake parts & supplies for PD ...	268.89
Northport Auto Supply Co. Inc.	101014753b	02/12/2026	CC APPROVED 10.6.25; PM pa...	11.41
Amazon Capital Services	17Y1-J4C6-DDM7	02/10/2026	relfective gear for Crossguards	132.24
Northport Auto Supply Co. Inc.	101013211	02/11/2026	PD #7635 - fuel line	24.10
TRUCKWORX HOLDING CO INC	1130218242	02/12/2026	batteries for PD vehicles (BL-1)	158.62
Amazon Capital Services	1CYQ-4Q1G-PFNV	02/10/2026	Hard Drives for Dispatch	378.95
Grainger Inc.	9793923609b	02/11/2026	urinal rebuild kits	262.64
Grainger Inc.	9793923617	02/11/2026	pressure gauge for PD Mechan...	47.27
Northport Auto Supply Co. Inc.	101016158	02/12/2026	CC APPROVED 10.6.25; PM pa...	20.00
Amazon Capital Services	136P-3M74-GLD4	02/05/2026	PD #501 - battery for speed tra...	39.99
Amazon Capital Services	1FT7-QQFK-9NQ3	02/09/2026	PD #0590 - injection pump for ...	172.24
Amazon Capital Services	1VXT-977G-9CJN	02/11/2026	Dispatch - hard drives	575.40
Wittichen Supply Co. Inc.	S108494300.001	02/10/2026	AHU belts for preventative ma...	248.41
Northport Auto Supply Co. Inc.	101015446	02/12/2026	PD #444 - pigtail connector & ...	99.28
Northport Auto Supply Co. Inc.	101015749	02/12/2026	PD #452 - coolant tank	47.66
Power and Rubber Supply	3513260	02/11/2026	lovejoy coupling for PD's chill...	41.49
Aniyia Elder	INV0041162	02/13/2026	Elder - Fuel Reimbursement	43.93
Gulf States Distributors Inc.	1502824-IN	02/12/2026	Vest - Jimenz	1,111.70
Alabama Power Company	INV0041299	02/18/2026	SB23192-17002 PD	2,166.72
Alabama Power Company	INV0041299	02/18/2026	SB23192-17002 PD	7,798.41

Expense Approval Report

Payment Dates: 2/12/2026 - 2/25/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Alabama Power Company	INV0041299	02/18/2026	SB23192-17002 PD	1,262.16
One Source Office Products LLC	OE-QT-7970-1	02/11/2026	new hand towel dispenser for...	20.00
Gulf States Distributors Inc.	1502893-IN	02/13/2026	AGENDA 1.20.26 - 2026 Amm...	17,872.00
Burnum-Hahn Exterminators I...	INV0041186	02/16/2026	Monthly Pest Control	179.00
Triple Point Industries	79693	02/13/2026	PD Complex - water treatment...	105.69
Department 33 - Police Total:				49,817.52

Department: 35 - Fire

Sunbelt Fire Inc.	00032895	02/09/2026	Gas for gas detector calibratio...	611.69
National Fire Protection Assoc...	3004720M	02/06/2026	NFPA Membership Renewal	225.00
Stryker Sales Corporation	9211344619	02/09/2026	Preventative Maintenance on ...	2,930.00
Northport Auto Supply Co. Inc.	101012970	02/02/2026	! FD #0194 - battery	151.37
Northport Auto Supply Co. Inc.	101013043	02/02/2026	! FD Engine #4 - air fittings	21.92
Northport Auto Supply Co. Inc.	101012898	02/05/2026	FD #5425 - speed sensor	32.98
A T & T Mobility	287288439796X02062026FD	02/09/2026	Acct 287288439796	77.01
Spire	INV0040747	02/05/2026	1101 MLK Jr Blvd 5305862222	1,155.16
Spire	INV0040748	02/05/2026	5410 Hwy 69N 8439444444	1,378.97
Bart Marshall	INV0040755	02/06/2026	Employee Reimbursement - Ch..	13.84
Sunbelt Fire Inc.	00035875	02/10/2026	! FD Ladder #22 - air filter ass...	259.99
Patrick Allen Companies LLC	18073	02/11/2026	FD Station #2 - bay door repai...	1,787.00
Atlas Welding Supply Co. Inc.	0000204646	02/09/2026	*BLANKET* Refill oxygen, misc...	86.27
Midstates Petroleum Company	INV0040620	02/03/2026	Acct 10209 Fire	2,749.48
NAFECO	1396241	02/09/2026	LS Dress Shirt	44.00
NAFECO	1396241	02/09/2026	SS Dress Shirt	37.00
NAFECO	1396241	02/09/2026	Gold Nameplate	14.00
Grainger Inc.	9793923609a	02/11/2026	urinal & urinal repair parts	85.94
Grainger Inc.	9793923609a	02/11/2026	urinal & urinal repair parts	26.29
Grainger Inc.	9793923609a	02/11/2026	urinal & urinal repair parts	8.45
Global Fire Sprinklers LLC	26039	02/09/2026	BLANKET- Insp, Recharge, Val...	20.00
Sequel Electrical Supply	931908242	02/06/2026	FD Station #2 - ballasts for bay ..	361.80
Amazon Capital Services	1RVY-QHH9-LM4T	02/09/2026	Water Filter and Refrigerator L...	50.15
Sequel Electrical Supply	931919347	02/10/2026	photocell for FD Station #1 ex...	37.79
Frazer Ltd.	H00001561	02/09/2026	FD Rescue #3 - door handle	269.19
Alabama Power Company	INV0041377	02/19/2026	SB23192-17002 FD	3,457.98
Department 35 - Fire Total:				15,893.27

Department: 37 - Public Works

Lowe's Home Centers Inc.	95259	02/11/2026	*HOLD* emergency supplies f...	14.23
TRUCKWORX HOLDING CO INC	1130212325.C	02/11/2026	CORE	100.00
A-1 Alabama Key & Locksmith ...	505097	02/03/2026	key duplication as needed for ...	12.00
ST Bunn Construction Co. Inc.	16767a	02/09/2026	CC APPROVED 10.6.25; asphalt..	343.93
Northport Auto Supply Co. Inc.	101009407	02/10/2026	fuel injector core charges for ...	87.12
Tuscaloosa Ford LLC	FOCP23458	01/29/2026	PW #5418 - parts & service for...	393.48
ST Bunn Construction Co. Inc.	16814	02/09/2026	CC APPROVED 10.6.25; asphalt..	563.98
Amazon Capital Services	1LPQ-4FTQ-FPVK	01/14/2026	PW Admin Uniforms (MM, CCT..	30.74
Amazon Capital Services	1PLW-TGY3-DKGK	01/13/2026	PW Admin Uniforms (MM, CCT..	346.13
Amazon Capital Services	1PLW-TGY3-DKGKb	02/11/2026	PW Admin Uniforms (MM, CCT..	71.98
Lowe's Home Centers Inc.	996678	02/10/2026	supplies as needed for Bunny ...	137.03
Amazon Capital Services	1GXD-CDDM-N9RJ	01/16/2026	PW Admin Uniforms (MM, CCT..	57.63
Lowe's Home Centers Inc.	98620	02/11/2026	storage supplies for Shop parts..	2,781.75
Amazon Capital Services	1J97-KVWV-77Y1	01/16/2026	PW Admin Uniforms (MM, CCT..	47.98
G & C Supply Co. Inc.	7014256	01/21/2026	road sign warning men at wor...	318.72
TRUCKWORX HOLDING CO INC	1130216911.C	02/12/2026	BATTERY-AGM 12 VOLT, GRP ...	22.50
ST Bunn Construction Co. Inc.	16821	02/09/2026	CC APPROVED 10.6.25; asphalt..	422.17
Amazon Capital Services	16VX-YWNH-LKJ7	01/22/2026	Legendary Whitetails Mens Fl...	-36.99
Amazon Capital Services	1P4D-VRR7-LMLW	01/22/2026	Legendary Whitetails Mens Fl...	-34.99
Spire	INV0040529	01/29/2026	1781 Harper Rd 7173423333	3,488.78
T-Mobile US Inc.	INV0040739	02/05/2026	Acct 976900299	1,240.68
TRUCKWORX HOLDING CO INC	1130217184.C	02/12/2026	BATTERY-AGM 12 VOLT, GRP ...	-22.50
One Source Office Products LLC	IN-37405	01/29/2026	Richardson hats & beanie (un...	56.00
Verizon	6134271775PW	02/03/2026	Acct 423469999-00001	950.17
Amazon Capital Services	1KJ6-HRNN-7GL6	01/26/2026	office supplies, phone screen ...	49.35

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Amazon Capital Services	19HX-4FTQ-FPVK	01/27/2026	Columbia Men's Low Drag Off...	-30.74
Amazon Capital Services	1Y1M-6T39-WMR9	01/28/2026	office supplies, phone screen ...	58.39
Amazon Capital Services	CM0000199	01/28/2026	Spigen Tempered Glass Screen...	-58.39
Northport Auto Supply Co. Inc.	101014217	02/05/2026	tire chuck & grinding wheel for..	129.14
Northport Auto Supply Co. Inc.	101014217	02/05/2026	tire chuck & grinding wheel for..	15.55
TRUCKWORX HOLDING CO INC	1130217635	02/03/2026	BATTERY-STARTING GROUP 65..	-111.62
TRUCKWORX HOLDING CO INC	1130217645	02/11/2026	BATTERY-GROUP 94R 765CCA...	-120.98
TRUCKWORX HOLDING CO INC	1130217675.C	02/11/2026	CORE	-100.00
Ervin's Workwear & Boots	220000171109	02/11/2026	PO 26-0195	-35.99
Ready Mix USA LLC	9453041853	01/30/2026	CC APPROVED 10.6.25; concre...	405.65
Tuscaloosa Tire & Service Cen...	N297246	02/11/2026	tires - PW Light Duty trucks (B...	30.00
Northport Auto Supply Co. Inc.	101014755	02/12/2026	PM parts & supplies for PW Li...	13.16
Lowe's Home Centers Inc.	70925	02/11/2026	supplies as needed for Bunny ...	70.78
One Source Office Products LLC	OE-QT-7963-1	01/29/2026	janitorial supplies for Utilities ...	237.03
One Source Office Products LLC	OE-QT-7966-1	01/29/2026	janitorial supplies for Public ...	346.05
One Source Office Products LLC	OE-QT-7967-1	01/29/2026	janitorial supplies for Utilities ...	166.16
One Source Office Products LLC	OE-QT-7968-1	01/29/2026	janitorial supplies for Police (B...	465.76
One Source Office Products LLC	OE-QT-7969-1	01/29/2026	janitorial supplies for City Hall ...	242.67
Northport Auto Supply Co. Inc.	101015255	02/18/2026	PM parts & supplies for PW H...	7.67
Lowe's Home Centers Inc.	73606	02/11/2026	hooks for bathroom stalls in ...	8.18
Midstates Petroleum Company	INV0040625	02/03/2026	Acct 10210 PW	13,882.32
U.S. Postal Service	INV0040599	02/02/2026	Postage by Phone - PW	3.70
Northport Auto Supply Co. Inc.	101015006	02/12/2026	PM parts & supplies for PW Li...	38.03
Black Warrior Solid Waste	20260202-0255-10050	02/05/2026	Acct 34	30,364.16
Ervin's Workwear & Boots	220000171735	02/11/2026	CC APPROVED 10.6.25; emplo...	175.49
Ervin's Workwear & Boots	220000171765	02/11/2026	CC APPROVED 10.6.25; emplo...	183.29
Ervin's Workwear & Boots	220000171770	02/11/2026	CC APPROVED 10.6.25; emplo...	175.49
Lowe's Home Centers Inc.	80914	02/11/2026	*HOLD* emergency supplies f...	10.43
Grainger Inc.	9791914105	02/11/2026	fan cycling switch & swivel tee...	85.72
Ervin's Workwear & Boots	INV-9176	02/11/2026	CC APPROVED 10.6.25; emplo...	6,826.87
Northport Auto Supply Co. Inc.	101015025	02/11/2026	PW #4269 - oil cooler	169.19
Ervin's Workwear & Boots	220000171797	02/11/2026	CC APPROVED 10.6.25; emplo...	38.00
Ervin's Workwear & Boots	220000171797b	02/11/2026	RUGGED FLEX RIGBY DUNGAR...	114.00
Tuskaloosa Lawn Equipment L...	298970	02/11/2026	chains & files for pole saws	135.24
Lowe's Home Centers Inc.	81995	02/11/2026	replacement blades for oscillat..	85.42
Lowe's Home Centers Inc.	82004	02/11/2026	grout & caulk for PW new buil...	41.76
Paul Daxon Lott	INV0040868	02/10/2026	Reimbursement - Class A CD L...	38.75
Ervin's Workwear & Boots	INV-9183	02/11/2026	mechanic uniform button do...	370.00
One Source Office Products LLC	OE-QT-7964-1	02/03/2026	janitorial supplies for Utilities ...	67.50
One Source Office Products LLC	OE-QT-7972-1	02/03/2026	janitorial supplies for City Hall ...	107.40
One Source Office Products LLC	OE-QT-7974-1	02/03/2026	can liners - black, 1.7mil (BL-2)	76.31
One Source Office Products LLC	OE-QT-7974-1	02/03/2026	can liners - black, 1.7mil (BL-2)	43.31
One Source Office Products LLC	OE-QT-7974-1	02/03/2026	can liners - black, 1.7mil (BL-2)	169.88
One Source Office Products LLC	OE-QT-7974-1	02/03/2026	can liners - black, 1.7mil (BL-2)	868.50
Environmental Products Group..	P00983	02/03/2026	PW #9487 - tarp roller & tarp	2,801.33
TRUCKWORX HOLDING CO INC	1130218168	02/11/2026	brake parts & supplies - Garba...	1,023.68
Amazon Capital Services	11WP-FM9L-FW7J	02/05/2026	water filter cartridge for PW i...	100.00
Lowe's Home Centers Inc.	84246	02/11/2026	master lock for mobile Recycli...	21.36
Lowe's Home Centers Inc.	84493	02/11/2026	leaf rakes	35.59
Lowe's Home Centers Inc.	84493	02/11/2026	leaf rakes	11.87
Lowe's Home Centers Inc.	84493	02/11/2026	leaf rakes	71.19
One Source Office Products LLC	IN-QT-7983	02/06/2026	brushes with handle for car w...	113.70
TRUCKWORX HOLDING CO INC	1130218510	02/11/2026	batteries - Heavy equipment (...)	188.62
TRUCKWORX HOLDING CO INC	1130218512	02/11/2026	batteries - Heavy trucks (BL-1)	377.24
Amazon Capital Services	1JVN-L4YF-JFGQ	02/06/2026	batteries & charger for PW dr...	360.85
Amazon Capital Services	1RPT-TXMY-PXPQ	02/06/2026	diagnostic kit; tools & supplies...	16.73
Amazon Capital Services	1RPT-TXMY-PXPQ	02/06/2026	diagnostic kit; tools & supplies...	95.83
Amazon Capital Services	1RPT-TXMY-PXPQ	02/06/2026	diagnostic kit; tools & supplies...	62.89
A-1 Alabama Key & Locksmith ...	505277	02/11/2026	key duplication as needed for ...	6.00
The Ground Floor	54014	02/11/2026	sod for 518 Monterey Dr dam...	27.00

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Lowe's Home Centers Inc.	86223	02/11/2026	tools & supplies for routine w...	40.70
Lowe's Home Centers Inc.	86223	02/11/2026	tools & supplies for routine w...	22.80
Lowe's Home Centers Inc.	87005b	02/11/2026	supplies as needed for Bunny ...	57.96
Samsara Inc	CI_74421	02/10/2026	fleet tracking software for PW ..	1,928.61
Calixto Rafael-Francisco	INV0040875	02/10/2026	Reimbursement - Class A CDL ...	27.50
Calixto Rafael-Francisco	INV0040877	02/10/2026	Reimbursement - Class A CDL ...	38.75
Sansom Equipment Co. Inc.	P08543	02/11/2026	PW #6715 - ignitor wiring har...	42.68
Amazon Capital Services	1RD3-PW7D-6L7N	02/09/2026	hi-viz heavy coats for employ...	5.97
Amazon Capital Services	1RD3-PW7D-6L7N	02/09/2026	hi-viz heavy coats for employ...	7.95
Amazon Capital Services	1RD3-PW7D-6L7N	02/09/2026	hi-viz heavy coats for employ...	29.83
Amazon Capital Services	1RD3-PW7D-6L7N	02/09/2026	hi-viz heavy coats for employ...	33.80
Amazon Capital Services	1RD3-PW7D-6L7N	02/09/2026	hi-viz heavy coats for employ...	5.97
Amazon Capital Services	1RD3-PW7D-6L7N	02/09/2026	hi-viz heavy coats for employ...	39.76
Amazon Capital Services	1RD3-PW7D-6L7N	02/09/2026	hi-viz heavy coats for employ...	5.97
Amazon Capital Services	1RD3-PW7D-6L7N	02/09/2026	hi-viz heavy coats for employ...	33.80
Amazon Capital Services	1RD3-PW7D-6L7N	02/09/2026	hi-viz heavy coats for employ...	3.98
Amazon Capital Services	1RD3-PW7D-6L7N	02/09/2026	hi-viz heavy coats for employ...	31.81
Ervin's Workwear & Boots	220000172609	02/11/2026	PO 26-0195	-114.00
Dogan Steel Inc.	23856	02/16/2026	PW #1798 - tipper brackets we...	640.00
Building Specialties Co. Inc.	71254995	02/10/2026	key duplication (IT-Custodian c...	35.00
Alabama Power Company	INV0040843	02/09/2026	1622 McFarland Blvd Traff/C...	141.78
Northport Auto Supply Co. Inc.	101017313	02/12/2026	PM parts & supplies for PW Tr...	328.96
Northport Auto Supply Co. Inc.	101017464	02/12/2026	PM parts & supplies for PW Li...	14.09
TRUCKWORX HOLDING CO INC	1130218761a	02/18/2026	PW #7260 - cab leveling valve	93.94
TRUCKWORX HOLDING CO INC	1130218761b	02/18/2026	PW #7260 - cab leveling valve	45.00
Cintas	4259065048	02/10/2026	PAyer # 14385499	27.56
Classic Interiors	646582	02/12/2026	PW #6376 - passenger seat re...	400.00
Lowe's Home Centers Inc.	97831	02/11/2026	SDS drill bits	36.06
Lowe's Home Centers Inc.	99414	02/11/2026	mulch for Beautification proje...	189.00
Tuscaloosa Tire & Service Cen...	N297422	02/12/2026	tires - PW Trailers & Service E...	150.70
Tuscaloosa Tire & Service Cen...	N297423	02/12/2026	tires - PW Light Duty trucks (B...	375.62
Northwest Supply Co. Inc.	1018423	02/17/2026	! stick sump pump for Mainte...	121.38
McFarland Ace Hardware	6486/2	02/12/2026	propane for Forklift #1625 (BL...	21.64
G & C Supply Co. Inc.	7016181	02/12/2026	road sign warning men at wor...	-318.72
G & C Supply Co. Inc.	7016182	02/12/2026	road sign warning men at wor...	273.58
Lowe's Home Centers Inc.	70891	02/12/2026	bonding agent for Construction	37.96
Tractor Supply	758811	02/12/2026	propane for Asphalt Truck #6...	98.25
Northport Gazette The	INV0041182	02/16/2026	Ads for Bids 26-01, 26-02, 26-...	303.75
Alabama Power Company	INV0041298	02/18/2026	SB23192-17002 PW	114.15
Alabama Power Company	INV0041298	02/18/2026	SB23192-17002 PW	4,551.02
Alabama Power Company	INV0041298	02/18/2026	SB23192-17002 PW	2,894.52
Warrior Tractor & Equipment ...	O98749	02/12/2026	PW #5117 - new cutting edge...	427.60
TRUCKWORX HOLDING CO INC	1130219063	02/18/2026	Freight	-45.00
Joseph Mochel	INV0041307	02/18/2026	Reimbursement - Class B CDL I...	58.75
Burnum-Hahn Exterminators I...	INV0041185	02/16/2026	Monthly Pest Control	79.00
Randall Denney	INV0041305	02/18/2026	Reimbursement - Class B CDL I...	58.75
Logan Brown	INV0041309	02/18/2026	Reimbursement - Class B CDL I...	58.75
ScentAir Holdings Inc	IUS000456662	02/18/2026	CC APPROVED 12.16.24; Scen...	459.00
Ilex Farms Nursery Inc.	10322	02/18/2026	replacement plants for 1st Str...	161.00
Tuskaloosa Lawn Equipment L...	299549	02/18/2026	chains, trimmer heads & bar oil	174.68
Tuskaloosa Lawn Equipment L...	299549	02/18/2026	chains, trimmer heads & bar oil	38.74
Tuskaloosa Lawn Equipment L...	299549	02/18/2026	chains, trimmer heads & bar oil	145.94
Lowe's Home Centers Inc.	82057	02/18/2026	fence ties & rebar wire	96.42
Ilex Farms Nursery Inc.	10325	02/18/2026	replacement plants for 1st Str...	26.00
Amazon Capital Services	17P9-1GH9-YP19	02/18/2026	office chair for Ben	184.00
Cintas	4259851444	02/17/2026	Payer # 14385499	27.56
Lowe's Home Centers Inc.	86284	02/18/2026	mulch for Beautification proje...	18.90
Consolidated Pipe & Supply C...	AL0946254	02/18/2026	18-inch plastic culvert pipe (st...	956.00
Temple Inc.	INV0276905	02/18/2026	traffic signal conflict monitors ...	2,678.00

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The Ground Floor	54083	02/18/2026	sod for 4411 Bayview Ct dama...	20.00
Department 37 - Public Works Total:				91,008.15
Department: 39 - Utilities				
John Plott Company Inc.	WWTP Solids Handling Improv...	02/10/2026	Council Approved - WWTP Sol...	88,290.55
Empire Pipe and Supply Comp...	2227829	02/11/2026	Council Approved - 5/8" Regis...	9,360.00
Iseler Demolition Inc	26002	02/04/2026	Council Approved - WWTP Li...	27,300.00
Iseler Demolition Inc	26003	02/04/2026	Council Approved - Old Hight...	42,600.00
Unifirst Corporation	1630522726	02/09/2026	AGENDA (10/6/25) - Employee..	97.03
Verizon	6133616054	02/04/2026	Acct 642325112-00001	592.71
Northport Electrical Supply Inc.	S3819276.001	02/09/2026	Fuses for Raw Water Pump at...	63.45
T-Mobile US Inc.	INV0040740	02/05/2026	Acct 976900299	538.23
Tuscaloosa Tire & Service Cen...	N297175	02/09/2026	WW Crane Truck #3950 Rear T...	741.24
Pace Analytical LLC	2635708873	02/12/2026	AGENDA (10/6/25) - Yearly Lab..	1,660.00
Pace Analytical LLC	2635708875	02/12/2026	AGENDA (10/6/25) - Yearly Lab..	300.00
Verizon	6134271775UT	02/03/2026	Acct 423469999-00001	1,135.32
Garver LLC	2300207-8	02/13/2026	Council Approved - WTP Mast...	25,608.64
Blue Earth Labs LLC	INV-001168	02/06/2026	Catalyst for Filter Cleaning at...	1,954.16
Fred Robertson Wrecker Servi...	B60774-1	02/03/2026	Water Truck #7158 Tow Fee	150.00
Hach	14853920	02/10/2026	BOD Probe for Lab Analysis at...	1,717.10
Living Water Utilities LLC	3265	02/13/2026	AGENDA (10/6/25) - Yearly Lab..	1,108.60
Cassady Company Inc The	Proj 20-135 Inv 53	02/18/2026	Hwy 82 PS - Cassady TOD#2	17,871.70
Alabama 811	0126336	02/13/2026	Blanket - Monthly Locate Fees	495.12
High Cotton	11146	02/06/2026	LETTER Env Postage	10,050.73
Warrior Waste Services LLC	I20866	02/05/2026	AGENDA (10/6/25) - Sludge H...	90.00
Warrior Waste Services LLC	I20882	02/05/2026	AGENDA (10/6/25) - Sludge H...	90.00
Midstates Petroleum Company	INV0040623	02/03/2026	Acct 10207 Utilities	4,352.22
Spectrum Business	229584701020126	02/09/2026	Acct 229584701	89.47
Warrior Waste Services LLC	I20650	02/04/2026	AGENDA (10/6/25) - Sludge H...	880.00
Warrior Waste Services LLC	I20651	02/04/2026	AGENDA (10/6/25) - Sludge H...	880.00
Northport Auto Supply Co. Inc.	101014814	02/10/2026	WTP Truck #1834 Oil Pan Gas...	48.50
Northport Auto Supply Co. Inc.	101014951	02/10/2026	Water Truck #7158 Alternator...	387.95
Black Warrior Solid Waste	20260202-0255-10051	02/05/2026	AGENDA (10/6/25) - Tipping F...	10,262.72
Northport Auto Supply Co. Inc.	101014853	02/10/2026	UT Inventory Truck #3297 Bra...	368.53
Southern Pipe & Supply	10725586-00	02/04/2026	Blue Marking Paint	352.80
Southern Pipe & Supply	10725657-00	02/04/2026	2" x 1" Brass Saddles	192.00
General Machinery Company ...	3148254	02/13/2026	Replacement Motor for Boost...	2,175.00
Grainger Inc.	9794452913	02/04/2026	Urinal Rebuild Kit for WWTP	51.42
USA BlueBook	INV00952855	02/04/2026	Bisulfite Level Transmitter for...	1,064.07
Northport Auto Supply Co. Inc.	101015508	02/10/2026	Water Dump Truck #6328 Ligh...	30.34
Ferguson Enterprises LLC	1626627	02/09/2026	21" x 33" Meter Box w/ Lids	511.00
LeCroy Richardson P.C.	7961	02/17/2026	Agenda 2/16/26 - FY25 Audit I...	3,852.76
Sequel Electrical Supply	931895722	02/05/2026	Utilities Building 60 Amp Disc...	25.16
Cedar Chem LLC	40233	02/09/2026	Council Approved - Polymer fo...	6,970.72
Cintas	4258667337	02/06/2026	PAyer # 14385521	26.62
Consolidated Pipe & Supply C...	AL0946130	02/06/2026	2" x 2 1/2" Brass Nipples	106.60
Consolidated Pipe & Supply C...	AL0946131	02/06/2026	3" x 3/4" Brass Saddles	311.90
Northport Auto Supply Co. Inc.	101016694	02/18/2026	Marking Pens for Meter Techs	19.04
Southern Pipe & Supply	10765820-00	02/09/2026	3" Backflow Preventors	1,729.97
Lowe's Home Centers Inc.	89685	02/09/2026	Additional Utilities Building R...	111.74
Regions Bank	INV0040761	02/06/2026	2021 A WARRANTS - February...	16,779.00
Regions Bank	INV0040762	02/06/2026	2016 WS SERIES - February 20...	26,212.50
Regions Bank	INV0040764	02/06/2026	2021 A WARRANTS - February...	144,337.67
USA BlueBook	INV00956363	02/09/2026	Rhino Locating HIT Kits	292.71
Ander's Hardware Co. Inc.	N1300297	02/06/2026	3/4" Threaded PVC Coupling	11.90
Ander's Hardware Co. Inc.	N1300297	02/06/2026	3/4" Wirelock	5.38
Warrior Waste Services LLC	I21834	02/16/2026	AGENDA (10/6/25) - Sludge H...	1,100.00
Warrior Waste Services LLC	I21835	02/16/2026	AGENDA (10/6/25) - Sludge H...	220.00
Northport Auto Supply Co. Inc.	101017095	02/10/2026	Oil Filter Restock for Utilities	20.00
Grainger Inc.	9801415465	02/10/2026	Electronic Timers for WWTP	460.86
Alabama Power Company	INV0040847	02/09/2026	2760 44th Ave PS 13831-37069	2,126.69

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Riverside Feed & Seed	1046990094488	02/11/2026	Hay Bales	30.00
Southern Pipe & Supply	10791018-00	02/11/2026	each WL350ASTQ 0.00000 3" ...	-1,729.97
Masterman's LLP	1102903254	02/11/2026	Rubber Boots	56.82
Ferguson Enterprises LLC	1626572	02/11/2026	2" Dresser Style Coupling	333.30
Ferguson Enterprises LLC	1630149	02/11/2026	3/4" x 3" Full Circle Repair Cl...	298.00
Cintas	4259065074	02/10/2026	Payer # 14385564	28.64
Harbor Freight Tools	01606334	02/11/2026	250lb Pull Retrieving Magnet	14.99
Ditch Witch of Alabama	190837	02/12/2026	Piercing Tool	3,896.44
Riggs Body Shop	22759	02/16/2026	Meter Truck #5414 Accident R...	2,011.10
Lowe's Home Centers Inc.	70769	02/13/2026	Blanket for Misc. Supplies for...	68.04
Alabama Power Company	INV0041300	02/18/2026	SB23192-17002 Utilities	91,055.42
Alabama Power Company	INV0041300	02/18/2026	SB23192-17002 Utilities	114.15
Harbor Freight Tools	309810	02/13/2026	18" Magnetic Tool Holder	39.92
Living Water Utilities LLC	3287	02/13/2026	AGENDA (10/6/25) - Yearly Lab..	74.44
Winfield Tool & Equipment Re...	687234-0001	02/13/2026	Blanket - Air Compressor Rent...	237.38
Lowe's Home Centers Inc.	72636	02/12/2026	Recessed Can Lights for WWTP	24.66
Lowe's Home Centers Inc.	72842	02/12/2026	Concrete Bricks	11.20
Lowe's Home Centers Inc.	72842	02/12/2026	Wasp/Hornet Spray	35.55
Lowe's Home Centers Inc.	72901	02/13/2026	Blanket - Maintenance Tools...	149.55
Motion Industries Inc.	AL06-00699840	02/12/2026	Intake Valve Parts for WTP	945.13
Consolidated Pipe & Supply C...	AL0946197	02/13/2026	2 1/2" x 3/4" Brass Saddles	236.32
Consolidated Pipe & Supply C...	AL0946197	02/13/2026	4" x 3/4" Brass Saddles	293.60
Computer Network Inc.	S-INV102956	02/16/2026	Extended Support for Meter R...	1,875.00
Burnum-Hahn Exterminators I...	INV0041184	02/16/2026	Monthly Pest Control	177.00
Warrior Waste Services LLC	I21933	02/18/2026	AGENDA (10/6/25) - Sludge H...	660.00
Warrior Waste Services LLC	I21934	02/18/2026	AGENDA (10/6/25) - Sludge H...	1,100.00
Cintas	4259851464	02/17/2026	Payer # 14385564	28.64
Lowe's Home Centers Inc.	87648	02/18/2026	Blanket - Misc. Supplies for Col..	92.31
City of Tuscaloosa Water & S...	11689250	02/03/2026	Raw Water 12/10-1/14/26	52,675.63
Department 39 - Utilities Total:				613,015.08
Department: 40 - Williamson Cemetery				
Alabama Power Company	INV0041298	02/18/2026	SB23192-17002 PW	34.59
Department 40 - Williamson Cemetery Total:				34.59
Department: 41 - Outside Agency Funding				
City of Tuscaloosa	10948	02/09/2026	FY26Q1 Animal Shelter Impro...	1,887.20
Tuscaloosa County Commission	0776	02/03/2026	EMA Operations Share FY26Q1	18,943.22
Tuscaloosa County Commission	0780	02/03/2026	EMA Siren Maintenance Agre...	363.01
Tuscaloosa County Commission	0787	02/03/2026	EMA - Everbridge Contract Sh...	3,982.26
Tuscaloosa Metro Animal Shel...	INV0040579	02/02/2026	Animal Control Contract - Feb...	19,473.40
Tuscaloosa County Park & Rec...	INV0040953	02/11/2026	FY26 Funding Payment - Oct 2...	62,540.00
Tuscaloosa County Park & Rec...	INV0040954	02/11/2026	FY26 Funding Payment - Jan 2...	62,540.00
Department 41 - Outside Agency Funding Total:				169,729.09
Department: 43 - Incentives				
Mansa-NPT LLC	INV0040628	02/03/2026	Economic Incentive Payment	51,812.79
Department 43 - Incentives Total:				51,812.79
Department: 45 - 2019 Additional Sales Tax				
A Studio That Works LLC	1002	02/11/2026	City Design and Branding Servi...	4,800.00
A Studio That Works LLC	INV0040935	02/11/2026	City Design and Branding Servi...	2,750.00
Regions Bank	INV0040765	02/06/2026	2023 GF SERIES - February 20...	231,700.63
TTL Inc.	2161541	02/18/2026	Preliminary Eng. - Hospital Dri...	2,217.00
TTL Inc.	2161547	02/18/2026	Streetscape Phase III - CE&I	5,867.20
TTL Inc.	2161599	02/17/2026	5th Street PE - Re-issue	731.20
Dominion Construction Co. Inc.	Downtown Sidewalk/Streetsc...	02/18/2026	Streetscape Phase III Construct..	30,194.91
Dominion Construction Co. Inc.	Downtown Sidewalk/Streetsc...	02/18/2026	Streetscape Phase III CO #1	10,544.61
Dominion Construction Co. Inc.	Downtown Sidewalk/Streetsc...	02/18/2026	Streetscape Phase III CO #1	14,020.74
CivilCON LLC	RRP Site & Utility Package No....	02/18/2026	RRP Package No. 1 - Site Work	262,372.22
GFC Construction Inc.	Warrior Sports & Rec Complex...	02/18/2026	RRP Earthwork	20,650.70
Department 45 - 2019 Additional Sales Tax Total:				585,849.21

Expense Approval Report

Payment Dates: 2/12/2026 - 2/25/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Department: 46 - Parks & Recreation				
Logo Station	20952	02/17/2026	RRP Park Store Merch - Hats	2,123.75
One Source Office Products LLC	OE-QT-7965-1	02/03/2026	janitorial supplies for NPCC (B...	46.50
Spanky's Drain & Sewer Servic...	219463	02/10/2026	! unstop men's bathroom sink...	155.00
Building Specialties Co. Inc.	71254996	02/12/2026	RRP Add'l Master Keys	87.50
Lowe's Home Centers Inc.	95463	02/11/2026	replacement electrical outlets ...	59.22
Alabama Power Company	INV0041276	02/17/2026	300 River Run Park S North Co...	2,268.69
Alabama Power Company	INV0041277	02/17/2026	300 River Run Park S Baseball ...	6,722.83
Sequel Electrical Supply	931942931	02/13/2026	photocell for UCP exterior ligh...	28.89
Alatech Solutions LLC	104183	02/16/2026	- Monthly Maintenance & Sup...	1,975.00
Infomedia Inc	393175	02/16/2026	Monthly Maintenance for We...	195.00
Department 46 - Parks & Recreation Total:				13,662.38
Grand Total:				2,091,492.67

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	1,478,353.09
50 - WATER & SEWER FUND	596,360.58
51 - WATER & SEWER DEVELOPMENT FEES FUND	16,779.00
Grand Total:	2,091,492.67

Account Summary

Account Number	Account Name	Payment Amount
01-10152	Accounts Receivable-AL...	142,587.28
01-13-102-50245	Development Funds - Dis...	300.00
01-13-110-50106	Office Equipment	234.99
01-13-110-50312	Cell Phones	323.92
01-15-000-50102	Postage	0.74
01-15-000-50105	Office Supplies	659.05
01-15-000-50210	Professional Services	10,284.86
01-15-000-50226	Downtown Parking Lease	24,000.00
01-15-000-50250	Community Events	567.67
01-15-000-50312	Cell Phones	214.97
01-15-000-50356	Janitorial Supplies - City ...	84.95
01-15-000-50357	Janitorial Contracts - City...	76.99
01-15-000-50359	Fuel & Oil	594.17
01-15-000-50366	Maintenance & Repair - ...	7.60
01-15-000-50371	Maintenance - Facilities	44.11
01-15-000-50383	Repair - Facilities	3,402.65
01-15-000-50501	Utilities - Power	6,391.93
01-15-000-50570	Northport Community C...	2,153.83
01-15-000-50573	Civitan Park	512.51
01-15-000-50590	Utilities - Other	442.62
01-15-600-70008	Series 2016 Warrants	78,887.50
01-15-600-70010	Series 2021 B Warrants	48,668.63
01-16-000-50105	Office Supplies	48.94
01-16-000-50247	Outsourced Legal Servic...	4,207.50
01-16-000-50312	Cell Phones	120.67
01-17-000-50127	Software - License & Ma...	10,500.00
01-17-000-50218	A.C.J.I.C. Computer - L.E....	345.00
01-17-000-50312	Cell Phones	43.27
01-17-000-50499	State & County Court Co...	40,103.99
01-20010	Bond Liabilities	725.00
01-21007	Security Deposits	400.00
01-22-000-50105	Office Supplies	45.95
01-22-000-50108	Equipment - Computers...	43.68
01-22-000-50111	Software - License & Ma...	52,164.00
01-22-000-50312	Cell Phones	570.01
01-22-000-50348	Utilities - Internet	9,409.88
01-22-000-50366	Maintenance & Repair	380.02
01-22-000-50376	Service Contracts	2,240.00
01-25-000-50104	Printing & Duplication	183.00
01-25-000-50201	Audit Expense - Internal	15,411.04
01-25-000-50312	Cell Phones	201.33
01-26-000-50267	Personnel Legal Expenses	1,600.00
01-26-000-50312	Cell Phones	120.67
01-28-000-50112	Advertising - Admin	877.50
01-28-000-50312	Cell Phones	448.93
01-28-116-50112	Advertising - Planning C...	209.25
01-28-117-50112	Advertising - ZBA	280.35
01-32-000-50105	Office Supplies	129.89
01-32-000-50111	Software - License & Ma...	4,344.48
01-32-000-50283	Uniforms	7.00

Account Summary

Account Number	Account Name	Payment Amount
01-32-000-50312	Cell Phones	604.63
01-32-000-50503	Utilities - Power - Traffic ...	516.83
01-32-000-50504	Power - Street Lights	31,088.64
01-32-600-81003	MPO - Watermelon Road	323.39
01-33-000-50105	Office Supplies	31.83
01-33-000-50108	Equipment - Computers...	3,253.31
01-33-000-50270	Ammunition	17,872.00
01-33-000-50275	Body Armor	1,111.70
01-33-000-50283	Uniforms	76.46
01-33-000-50312	Cell Phones	2,852.00
01-33-000-50359	Fuel & Oil	12,015.56
01-33-000-50361	Maintenance - Public Saf...	248.41
01-33-000-50363	Maintenance Contracts -...	105.69
01-33-000-50367	Maintenance & Repair - ...	1,660.70
01-33-000-50382	Repair - Public Safety C...	371.40
01-33-000-50407	Communication System -...	960.00
01-33-000-50502	Utilities - Power	7,798.41
01-33-000-50522	Utilities - Natural Gas	18.89
01-33-000-50562	Pest Control	179.00
01-33-000-50563	Utilities - Power - Comm...	1,262.16
01-35-210-50100	Dues	225.00
01-35-210-50111	Software - License & Ma...	2,930.00
01-35-210-50283	Uniforms	81.00
01-35-210-50288	Uniform Accessories	14.00
01-35-210-50312	Cell Phones	77.01
01-35-210-50359	Fuel & Oil	2,749.48
01-35-210-50410	Maintenance & Repair - ...	301.91
01-35-210-50411	Maintenance & Repair - ...	302.17
01-35-210-50413	Maintenance & Repair - ...	151.37
01-35-210-50422	Meals	13.84
01-35-210-50426	SCBA	611.69
01-35-210-50500	Utilities - Power	3,457.98
01-35-210-50520	Utilities - Natural Gas	2,534.13
01-35-211-50380	Repairs - Station 1	37.79
01-35-212-50380	Repairs - Station 2	2,234.74
01-35-213-50380	Repairs - Station 3	26.29
01-35-214-50279	Living Quarters Supplies -..	50.15
01-35-214-50380	Repairs - Station 4	8.45
01-35-221-50242	Medical Supplies - Engin...	86.27
01-37-310-50102	Postage	3.70
01-37-310-50105	Office Supplies	410.20
01-37-310-50107	Office Furniture	184.00
01-37-310-50112	Advertising	303.75
01-37-310-50175	Sundry Expense	87.12
01-37-310-50238	Personal Safety Supplies ...	5.97
01-37-310-50256	GPS Tracking	1,928.61
01-37-310-50261	Uniform Shirts, Pants, &...	879.75
01-37-310-50265	Boots	7,361.14
01-37-310-50277	Janitorial Supplies	346.05
01-37-310-50303	Cleaning/Janitorial Suppl...	470.69
01-37-310-50305	Contract Services	514.12
01-37-310-50312	Cell Phones	2,190.85
01-37-310-50337	Cleaning/Janitorial Suppl...	465.76
01-37-310-50356	Cleaning/Janitorial Suppl...	350.07
01-37-310-50359	Fuel & Oil	13,882.32
01-37-310-50377	Supplies & Equipment - ...	113.70
01-37-310-50400	Training	281.25
01-37-310-50451	Solid Waste Authority C...	30,364.16

Account Summary

Account Number	Account Name	Payment Amount
01-37-310-50473	Auxiliary Services Suppli...	2,803.39
01-37-310-50500	Utilities - Power	4,665.17
01-37-310-50503	Power - Traffic Signals	3,036.30
01-37-310-50520	Utilities - Natural Gas	3,488.78
01-37-310-50560	Pest Control	79.00
01-37-311-50221	Hand Tools - Beautificati...	35.59
01-37-311-50234	Supplies - Beautification	828.13
01-37-311-50238	Personal Safety Supplies ...	281.53
01-37-311-50387	Supplies - Community Ev...	265.77
01-37-312-50221	Hand Tools - Construction	52.57
01-37-312-50234	Supplies - Construction	3,089.93
01-37-312-50238	Personal Safety Supplies ...	29.83
01-37-313-50234	Supplies - Garbage	169.88
01-37-313-50238	Personal Safety Supplies ...	33.80
01-37-314-50221	Hand Tools - Maintenanc...	121.38
01-37-314-50234	Supplies - Maintenance	85.42
01-37-314-50238	Personal Safety Supplies ...	5.97
01-37-315-50234	Supplies - Rights of Way	1,014.44
01-37-315-50238	Personal Safety Supplies ...	39.76
01-37-316-50221	Hand Tools - Shop	145.87
01-37-316-50227	Equipment - Shop	95.83
01-37-316-50234	Supplies - Shop	78.44
01-37-316-50238	Personal Safety Supplies ...	5.97
01-37-317-50221	Hand Tools - Trash	71.19
01-37-317-50238	Personal Safety Supplies ...	33.80
01-37-318-50360	Maintenance - Public W...	53.00
01-37-318-50380	Repairs - Public Works B...	235.66
01-37-320-50360	Maintenance - Garbage ...	1,023.68
01-37-320-50380	Repairs - Garbage Trucks	1,040.00
01-37-321-50360	Maintenance - Heavy Eq...	623.89
01-37-322-50360	Maintenance - Heavy Tr...	377.24
01-37-322-50380	Repairs - Heavy Trucks	136.62
01-37-323-50360	Maintenance - Trash Tru...	328.96
01-37-323-50380	Repairs - Trash Trucks	2,801.33
01-37-324-50360	Maintenance - Light Duty..	238.30
01-37-324-50380	Repairs - Light Duty Vehi...	562.67
01-37-325-50227	Trailers and Service Equi...	150.70
01-37-328-50238	Personal Safety Supplies ...	3.98
01-37-328-50384	Repairs - Traffic Signals	2,678.00
01-37-331-50234	Supplies-Recycling	21.36
01-37-331-50238	Personal Safety Supplies...	31.81
01-40000	Business License	2,410.28
01-40-000-50500	Utilities - Power - Willia...	34.59
01-41-000-50803	Metro Animal Shelter	21,360.60
01-41-000-50810	Tuscaloosa County PARA	125,080.00
01-41-000-50812	EMA Annual Funding	23,288.49
01-43-000-60903	MANSA-NPT, LLC	51,812.79
01-45-000-54004	Recreational Facilities	283,022.92
01-45-000-54007	Series 2023 Warrants	231,700.63
01-45-000-54306	5th Street Improvements	731.20
01-45-000-54311	Hospital Drive	2,217.00
01-45-000-54312	Strategic Communication	7,550.00
01-45-600-54201	Downtown Streetscape	60,627.46
01-46-000-50570	Northport Community C...	260.72
01-46-000-50572	UCP Building	28.89
01-46-400-50111	Software - License & Ma...	195.00
01-46-400-50175	Sundry - Administrative	87.50
01-46-400-50210	Professional Services	1,975.00

Account Summary

Account Number	Account Name	Payment Amount
01-46-400-50500	Utilities - Power	8,991.52
01-46-400-50576	River Run Park	2,123.75
50-21099	(Over)/Short	124.50
50-39-510-50111	Software - License & Ma...	1,875.00
50-39-510-50261	Contract Shirts and Pants	180.93
50-39-510-50305	Contract Services	495.12
50-39-510-50312	Cell Phones	2,266.26
50-39-510-50336	Repairs	136.90
50-39-510-50359	Fuel & Oil	4,352.22
50-39-510-50385	Raw Water Purchases	52,675.63
50-39-510-50394	Repairs - Heavy Equipm...	30.34
50-39-510-50396	Repairs - Vehicles	3,727.32
50-39-510-50500	Utilities - Power	93,296.26
50-39-510-50550	Pest Control	177.00
50-39-510-50590	Utilities - Other	89.47
50-39-511-50201	Audit Expense	3,852.76
50-39-511-50470	Billing Services	10,050.73
50-39-512-50336	Repairs	3,183.58
50-39-512-50360	Maintenance	2,022.20
50-39-512-50454	Testing & Professional S...	3,068.60
50-39-513-50300	Chemicals	6,970.72
50-39-513-50309	Hand Tools and Equipm...	54.91
50-39-513-50313	Laboratory Supplies	1,717.10
50-39-513-50323	Sludge Disposal	15,282.72
50-39-513-50336	Repairs	24.66
50-39-513-50360	Maintenance	1,725.90
50-39-513-50454	Testing & Professional S...	74.44
50-39-514-50238	Safety Supplies	56.82
50-39-514-50309	Hand Tools and Equipm...	311.75
50-39-514-50430	Equipment Rental	237.38
50-39-514-50431	Construction & Repair S...	2,341.20
50-39-514-50473	Inventory Supplies	388.35
50-39-514-50477	Water Meters	9,360.00
50-39-514-60015	Equipment - Other	3,896.44
50-39-515-50473	Inventory Supplies	92.31
50-39-600-70008	Series 2016 Warrants	26,212.50
50-39-600-70010	Series 2021 A Warrants	144,337.67
50-39-600-81410	WTP Master Plan	25,608.64
50-39-600-81413	Old Hightown Tank Demo	42,600.00
50-39-600-81414	WWTP Lime Silo Demo	27,300.00
50-39-600-81508	PS#2 Gravity Main/New...	17,871.70
50-39-600-81601	ARPA WWTP - Sludge Pr...	88,290.55
51-39-600-70010	Series 2021 A Warrants	16,779.00
Grand Total:		2,091,492.67

Project Account Summary

Project Account Key	Payment Amount
None	2,091,492.67
Grand Total:	2,091,492.67



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

AGENDA ITEM NO. 9.c.3.

MEETING DATE: March 2, 2026

SUBJECT: Purchase Requisition, Outsourced Legal Services, Bradley, Arant, Boulton, Cummings, LLP, \$10,316.25

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: Kim Braughton

Approved By: Ron Davis

Summary:

This invoice is for legal services rendered through January 2026 related public finance and related advice. The Legal Department respectfully requests approval in the amount of \$10,316.25

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-16-000-50247 Amount: \$10,316.25

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$10,316.25 to Bradley, Arant, Boulton, Cummings, LLP.



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

AGENDA ITEM NO. 9.c.4.

MEETING DATE: March 2, 2026

SUBJECT: Purchase Requisition, Replacement Computers for Utilities, ByteSpeed, \$5,200.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Allison Martin

Approved By: John Webb

Summary:

The purchase requisition to ByteSpeed, in the amount of \$5,200.00, is for replacing four (4) computers in Utilities. The computers will be for Wastewater Collections, Meter Operations, and two (2) for the Utilities Billing Office.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 510-39-510-50108 Amount: \$2,600.00

GL Code No. 510-39-511-50108 Amount: \$2,600.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$5,200.00 to ByteSpeed.

PROPOSAL FOR

BYTESPEED PERFORMANCE B660T MINI PC



Created By:

Noah Glad
ByteSpeed

Prepared For:

Northport (City of)
Brandi Hambright



Q-113069-K9Q5

Expiration Date: 2/27/2026

Prepared for:

Northport (City of)
Brandi Hambright
3721 26th Avenue
Northport, AL 35476

Prepared by:

Noah Glad
Territory Manager
(218) 512-1053
nglad@bytespeed.com

QUOTE PRODUCT	PRICE	QTY	SUBTOTAL
BYTESPEED PERFORMANCE B660T MINI	\$1,300.00	4	\$5,200.00
CASE , JUPITER B660, HDMI, DPx2, USB 3.2 X7 USB-C X2, AX 210, LGA1700, 120W, VESA, JUPITER B660 BULK 3Y NO COM	\$0.00	4	\$0.00
PROCESSOR , INTEL I5-14400 10-CORE, 2.5-4.7GHZ, LGA 1700 TRAY, CM8071504821112	\$0.00	4	\$0.00
MEMORY , KINGSTON 16GB DDR4 3200 MHz 1Rx8 NON-ECC, KVR32S22S8/16	\$0.00	8	\$0.00
SSD , KINGSTON KC3000 512GB PCIe 4.0, NVME M.2, SKC3000S/512G	\$0.00	4	\$0.00
LICENSE , WINDOWS 11 PRO STANDARD OLC OA3, FQC-10428	\$0.00	4	\$0.00
LOAD , WINDOWS 11 PRO	\$0.00	4	\$0.00
KEYBOARD , LOGITECH K120, 920-002478	\$0.00	4	\$0.00
MOUSE , LOGITECH B100 USB, 910-001439	\$0.00	4	\$0.00
MOUSEPAD , BYTESPEED	\$0.00	4	\$0.00
FREE SHIPPING FOR MINI PC	\$0.00	4	\$0.00
STANDARD 5-YEAR WARRANTY	\$0.00	4	\$0.00

CABLE, TRIPP LITE 6' DP 1.2 TO HDMI 2.0 4K M/M ACTIVE BLACK, P582-006-V2-ACT	\$0.00	4	\$0.00
SERIAL NUMBER	\$0.00	4	\$0.00
UPGRADE OPTIONS			
WEBCAM, LOGITECH C270 USB 2.0 BLACK 1280X720	\$35.00	1	\$35.00
MONITOR OPTIONS Quantity Discounts Available			
MONITOR, ASUS 22" HD LED LCD 16:9 IPS 1920x1080 5MS 75HZ VGA, HDMI/DPwCBLS, SPKRS, 3YR MW, VP229Q	\$165.00	1	\$165.00
MONITOR, ASUS 24" IPS LED LCD W/SPKRS 1920x1080 16:9 5ms VGA, DP/HDMIwCABLES, TILT, VA24DQ	\$180.00	1	\$180.00
MONITOR, ASUS 27" IPS 16:9 1920x1080 5MS 75HZ VGA/DP HDMIwCBL ,TILT, SPKRS,3YR MW, VA27DQ	\$235.00	1	\$235.00

Subtotal \$5,200.00

Tax \$0.00

Total \$5,200.00

PLEASE NOTE:

We always strive to honor the pricing provided on every quote. Quoted pricing is based on current market conditions at the time it is issued. In the event of significant market changes or unforeseen circumstances prior to order fulfillment, final pricing may be subject to adjustment. Should this occur, ByteSpeed will communicate any changes promptly and work with you to minimize impact whenever possible.

By signing this document, you confirm your intention to move forward with the purchase as outlined in the quote, thereby creating a legally binding agreement. This agreement also signifies your acceptance of ByteSpeed's standard terms and conditions.

AGREED TO AND ACCEPTED:

Please submit a PO if possible

GETTING RID OF OLD EQUIPMENT?



Ask about our
***ASSET RECOVERY
SERVICES***



ByteSpeed Performance B660T Mini

The ByteSpeed Performance B660T Mini PC is tiny but awesome, featuring 14th Gen Intel processors and measuring only 7.04" x 7" x 1.34" with desktop performance. It features a proprietary thermal solution with a copper based heatsink and a high-efficiency blower. Comprehensive connectivity with nine USB ports including a USB 3.2 Gen1 Type-C on each front and rear panel and three displays makes it an ideal solution for business use.

The ByteSpeed Performance B660T Mini PC is backed by a 5-year warranty and free lifetime tech support.

Product Features:

- ✓ 14th Gen Intel Processors
- ✓ Up to 64GB Dual Channel DDR4 Memory
- ✓ Triple Display Support
- ✓ HDMI, 2x DisplayPort, 9 USB Ports
- ✓ VESA-mountable to back of monitor
- ✓ 5-year ByteSpeed Warranty
- ✓ Free Lifetime Tech Support

Features 9 USB Ports!



Microsoft Partner
Gold OEM Hardware



System Specifications

Chipset:	Intel B660
Processors:	Intel Core i3-14100 Intel Core i5-14400 Intel Core i5-14500 Intel Core i7-14700
Memory:	Supports 2x SO-DIMM DDR4-3200MHz Memory Max. 64GB
SSD:	250GB/500GB/1TB PCIE NVME M.2 SSD
Graphics:	Integrated Intel UHD Graphics
Graphics Output:	1x DisplayPort 1.4 (DP1), 1x DisplayPort 1.2 (DP2), 1x HDMI
LAN:	1x RJ45 Gigabit LAN (Realtek RTL8111FP)
Audio:	1 x Head Phone with MIC Jack, 1 x MIC-In (RealtekALC233)
Wireless:	Intel Dual Band AX210 Wireless + BT

Interface:	FRONT: 1x Power Button, 1x Headphone/Headset Jack, 3x USB 3.2 Gen1 Type-A Ports, 1x USB 3.2 Gen1 Type-C Port, 1x Mic Input Jack BACK: 1x DC Jack, 1x HDMI Port, 2x Display Port, 4x USB 3.2 Gen1 Type-A Ports, 1x USB 3.2 Gen1 Type-C Port, 1x RJ-45 LAN Port with LED
Other:	VESA mounting plate included TPM 2.0 IC, Kensington lock
Dimensions:	7.04" x 7" x 1.34"
Power Supply:	120W/19V Adapter
Warranty:	5 Year ByteSpeed Warranty Lifetime Tech Support

ByteSpeed | 877.553.0777 | sales@bytespeed.com | www.bytespeed.com



BYTESPEED WARRANTY

We stand behind all of our products... guaranteed!

ByteSpeed is committed to honoring and maintaining our warranty. Our account managers and support team work closely with you to quickly resolve any warranty issues.



Please report any issues to ensure all ByteSpeed products are working properly.

Contact Our Support Team:

Our support team is available

Monday - Friday, 8am-5pm CST

Email: helpdesk@bytespeed.com

Toll Free: 888.658.0715

Local: 218.227.0445

Website: www.bytespeed.com/support

Live Chat on www.bytespeed.com

Reporting a Problem

- Contact ByteSpeed via phone, email, live chat, website form, or online ticket system (Vector Support Portal).
- Please use the ByteSpeed Serial number on the back of the machine to track replacements, parts, or warranty issues (EX: 20XX-XX-XXXX).
- Any problems occurring in the first 30 days of use can be reported as DOA. ByteSpeed will immediately fix or replace all DOA machines.
- Technicians can use ByteSpeed's online customer support system to submit repair issues, track repair issues, manage their inventory, look up PC configurations, and more. To request a support portal login, contact: helpdesk@bytespeed.com

5-year Warranty

Desktops, NUCs, Workstations, Servers, Esports Desktops

3yr / 2yr / 1yr Warranty

Partner laptop warranties vary by model and manufacturer. Monitor and peripheral warranties vary by manufacturer. Some have a 3-year advance replacement program through ByteSpeed, and others under standard manufacturer warranties. Stocked base models have their warranty managed directly through our team.

"ByteSpeed has been our supplier for workstations and servers since 1999. We have had excellent results from their products. Their 5-year desktop and server warranty and top notch tech support places them far above their competition!"

**- Richard Morgan, Tech. Director,
Lee County School System, Leesburg, GA**

What IS Covered Under Warranty?

- Defects in materials and workmanship
- Standard manufacturer's warranty applies to non-ByteSpeed branded hardware (EX: Lenovo or ASUS laptops, Ruckus APs, Juniper switches, Cradlepoint routers, Spectrum laptop carts, etc.)
- Normal hardware failure

What is NOT Covered Under Warranty?

- Vandalism and intentional damage
- Theft or loss
- Improper use that is not in accordance with proper care (spills, drops, etc.).
- Acts of nature
- Accidental damage

Shipping Warranty Parts

- ByteSpeed guarantees all warranty issues are handled in a timely manner. Most warranty parts will ship the same day. Accelerated shipping is also an available option when needed for crucial situations.
- For ByteSpeed branded hardware, all warranty parts will ship with pre-paid return labels for the bad part to return to Bytespeed.
- For NON-ByteSpeed hardware (EX: Lenovo Chromebooks), warranty shipping coverage depends on the manufacturer.
- ByteSpeed offers a custom parts closet option with quantity orders. The parts closet is an extension of ByteSpeed's inventory, and is only to be used for maintaining and repairing ByteSpeed computers. As parts are used from the parts closet, customers need to follow the standard RMA process to replenish new parts for their parts closet. This helps eliminate down time and makes warranty requests easier for both ByteSpeed and our customers.



www.bytespeed.com



sales@bytespeed.com



877.553.0777



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

AGENDA ITEM NO. 9.c.5.

MEETING DATE: March 2, 2026

SUBJECT: Purchase Requisition, Audit Invoice, Rivertree Systems Inc., \$10,875.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Whitney Bostick

Approved By: Darren McGee

Summary:

This invoice is for 145 audit hours on a taxpayer for a business license audit. The audit resulted in a proceed check of \$26,165.95.

Recommendation:

To approve the request.

Funding Source/GL Code:

GL Code No. 01-25-000-50433 Amount: \$10,875.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$10,875.00 to Rivertree Systems, Inc.

RiverTree Systems, Inc.

P. O. Box 361361

Birmingham, Alabama 35236

(205) 988-0331 - phone

(205) 988-9687 - fax

rtreesys@bellsouth.net

Invoice #: Nport259

Date: 2/6/2026

Bill To: City of Northport
Attn: Whitney Bostick
P.O. Box 569
Northport, AL 35476

Hours:	Description:	Amount:
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145

Taxpayer Name Removed for Confidentiality

\$10,875.00

Invoice Total: \$10,875.00

Please remit payment to:

RiverTree Systems, Inc.
P.O. Box 361361
Birmingham, AL 35236

Invoices are due upon receipt. Thank You!
Billing inquiries: 205-988-0331 x302



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

AGENDA ITEM NO. 9.c.6.

MEETING DATE: March 2, 2026

SUBJECT: Purchase Requisition, Public Safety Radio Battery Maintenance, \$6,238.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By:

Approved By: Gerald Burton

Summary:

The requisition to Vertiv Corporation is for the annual battery maintenance on the Public Safety Radio Communications System.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-33-000-50408 Amount: \$6,238.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$6,238.00 to Vertiv Corporation.

Proposal for Service

Vertiv Corporation

2/4/2026
CITY OF NORTHPORT

2/4/2026
CITY OF NORTHPORT
CPQ-1021602-1

Thank you for your interest in Vertiv Corporation. We are pleased to submit the following proposal for your review and consideration.

As the rate of change and complexity in your data center increases, Vertiv is the dedicated partner that you need to help you achieve your goals.

Please complete all required fields on the signature page and attach your Purchase Order to assist timely order processing. Should you have any questions regarding the proposal, feel free to contact me directly at (205) 444-9191. I look forward to your response and the opportunity to work together to improve your data center investment.

Sincerely,

Morgan Berry

6775 Meadow Lane
Alpharetta, GA 30005

PHONE (770) 597-9474

EMAIL mberry@joepowell.com

Order CPQ-1021602-1

Liebert UPS / Power / Battery Services:

- We are the Original Equipment Manufacturer and the experts on Liebert equipment with access to updates and changes, knowledge of engineering specifications, current issues and how to fix them correctly.
- Our factory trained service force is twice the size of the next largest competitor with over 650 customer engineers and field technicians in the United States alone; everywhere in the US the most knowledgeable engineers and technicians available, will cover you.
- With the most advanced tooling and instrumentation available, each CE has over \$10,000 in gear with him at all times, so any issue can be resolved in the least amount of time possible.
- To make sure we get the right part to the right place at the right time, we have the industry's most sophisticated parts logistics system. No matter where you are in the US we also have a parts warehouse close to serve you.
- We maintain and follow all safety and compliance regulations necessary to keep CE's from harm and protect you, our customers from liability. We care about your safety.

Standard Maintenance Contracts:

Site#: 1172954

MARTIN ROAD SPUR

13205 MARTIN RD SPUR NORTHPORT, AL 35473

Tag #	Description	Model #	Annual PM Qty.	Coverage Type (Coverage Dates)	Coverage Amount
1697635	NFIN MBC	NMBHW81	1	ESSENTIAL (05/16/2026) - (05/15/2027)	\$771.66
1697636	NFIN MBC	NMBHW81	1	ESSENTIAL (05/16/2026) - (05/15/2027)	\$771.66
1697633	APS 5-20	AS4D0NCYHNNX919	1	ESSENTIAL (05/16/2026) - (05/15/2027)	\$2,347.34

Item Sub Total Price: \$3,890.66

Standard Maintenance Contracts:

Site#: 1137104

CITY OF NORTHPORT

12995 LK LURLEEN RD COKER, AL 35452

Tag #	Description	Model #	Annual PM Qty.	Coverage Type (Coverage Dates)	Coverage Amount
1697634	APS 5-20	AS4D0NCYHNNX919	1	ESSENTIAL (05/16/2026) - (05/15/2027)	\$2,347.34

Item Sub Total Price: \$2,347.34

Total price not including tax: \$6,238.00

any tax required must be included in customer purchase order

Payment Terms: Net 30 Days

Payment Frequency: YEARLY

Invoicing Rule: UPFRONT

SCOPE OF WORK

UNINTERRUPTIBLE POWER SYSTEMS

PERIPHERALS MAINTENANCE BYPASS CABINET MODULE BATTERY DISCONNECT, LOAD BUS SYNC, POWER TIE, SLIM LINE DISTRIBUTION CABINET

ESSENTIAL SERVICE - 1 PM

SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Preventive Maintenance Service, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv Services' Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Parts	Includes parts coverage (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Professional	Performed by Vertiv factory trained and authorized technician. Vertiv Services is the OEM service provider for Liebert products.

SERVICE PERFORMED

1. Perform a complete visual inspection of the equipment, including sub-assemblies, wiring harnesses, contacts, cables and major components.
2. Check all mechanical connections for tightness and heat discoloration, making corrections where necessary.
3. Clean any foreign material and dust from internal compartments.
4. Perform a status check of alarm circuits. (If Applicable).
5. Calibration of the equipment to meet manufacturer's specifications (if applicable).
6. Operational checkout of the system to include transfers and proper status indications.
7. Check or perform Engineering Field Change Notices (FCN) as necessary.
8. Return unit to operational service with normal load then measure and verify display indications.

ASSUMPTIONS AND CLARIFICATIONS

Includes 100% parts coverage, excluding circuit breakers and switches.

CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- Scheduling: Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.
- Site Access: Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- Equipment Access: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- Shutdown: Service may require shutdown of load to ensure electrical connection integrity.
- Notification: If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

SCOPE OF WORK

UNINTERRUPTIBLE POWER SYSTEMS

ALL SINGLE PHASE MODELS (EXCLUDES NFINITY)

ESSENTIAL SERVICE - 1 PM

SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Preventive Maintenance Service, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv Services' Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Parts	Includes parts coverage including internal batteries (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Professional	Performed by Vertiv factory trained and authorized technician. Vertiv Services is the OEM service provider for Liebert products.

SERVICE PERFORMED

UPS Full Preventive Maintenance Service

1. Record the phase to phase and phase to neutral input voltages.
2. Perform a temperature check on all breakers, connections, and associated controls. Repair and/or report all high temperature areas.
3. Perform a complete visual inspection of the equipment, including sub-assemblies, wiring harnesses, contacts, cables and major components.
4. Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.
5. Inspect for broken, brittle, damaged, or heat stressed components and cables.
6. Clean any foreign material and dust from internal compartments.
7. Perform a status check of alarm circuits.
8. Perform an operational test of the system including unit transfer and battery discharge.
9. Check or perform Engineering Field Change Notices (FCN) as necessary.
10. Return the system to normal load and verify the output voltage. Calibrate as necessary.
11. Review system performance with customer to address any system questions.

Battery Full Preventive Maintenance Service

1. Check integrity of battery cabinet.

2. Visually inspect battery system for: swelling, leaks, loose foreign objects, overheated or corroded cables and connectors, loose connections on batteries, and appropriate product labels related to safety and warning hazards.
3. Clean and neutralize cell tops as required.
4. Tighten all battery terminal connections to their proper specifications.
5. Measure and record DC bus ripple voltage.
6. Measure and record total battery float voltage.
7. Record room ambient temperature.

ASSUMPTIONS AND CLARIFICATIONS

Parts coverage excludes air filters, proactive full bank capacitor replacement and fan replacement.

CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- **Point of Contact:** Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- **Scheduling:** Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.
- **Site Access:** Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- **Equipment Access:** Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- **Shutdown:** Service may require shutdown of load to ensure electrical connection integrity.
- **Notification:** If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

Order Number: CPQ-1021602-1

Purchase Order must be assigned to:

Vertiv Corporation
505 N. Cleveland Avenue
Westerville, OH 43082

Payment remittance address:

Vertiv Corporation
PO Box 70474
Chicago, IL 60673

FID# 31-0715256

PO should be e-mailed or faxed with signed proposal to:

Vertiv Corporation c/o Morgan Berry
Attn: Morgan Berry
Email: mberry@joepowell.com
Fax: (205) 444-9196

Please complete the following information (All fields are required):

Purchase Order Number: _____ Purchase Order attached: ☐ Yes ☐ No

If PO **NOT** attached, please specify reason: _____

Invoice Delivery Method: ☐ Web Billing (Attach Instructions) ☐ Mail ☐ Other _____

☐ Accounts Payable Email _____ @ _____

Billing Contact Person: _____ Phone: _____

Email: _____ Fax #: _____

Bill-To Company Name: _____ Bill-To Address: _____

Federal Tax ID # _____ Bill-To City, ST Zip: _____

Tax Exempt: ☐ Yes (Attach tax exempt certificate) ☐ No

Site Services/IT Contact Person: _____ Phone: _____

**** COVERAGE DETAILS ****

For equipment not currently under a Service Agreement or for equipment for which the warranty has expired in excess of thirty (30) days, parts required to bring equipment back to manufacturers specifications are the responsibility of the Buyer and billable at the time of the first preventive maintenance visit or Service call. All pricing is valid only for Service coverage stated and is subject to change if this Proposal is modified in any way. This Proposal is valid for ninety (90) days from the date of this Proposal unless otherwise noted. INFORMATION TO BUYER: This order between the Buyer and Seller is limited to Seller's Terms and Conditions located at termsconditions.vertivco.com unless a formal agreement governing this Purchase Order/transaction has been executed by the parties, in which case the Terms and Conditions of the signed agreement shall govern. Seller hereby objects to all Buyer's terms and conditions received by Seller and/or issued by Buyer.

Signature of this agreement authorizes Seller to invoice for Services mentioned herein and to utilize the provided purchase order number. If a purchase order number is not used, then the Buyer authorizes and guarantees Seller the payment of such invoices by authority of the signature below.

Thank you for your business.

Morgan Berry 2/4/2026
Morgan Berry Date

X _____
Buyer Signature Required Date

X _____
Printed Name Phone

Vertiv Purchase Order Acceptance Requirements:

To ensure efficient order processing, Vertiv requests the following information be included with all purchase orders:

Requirement	Details
Purchasing Company Information	- Provide your Company's legal name and billing address - For new Customers: - Provide your Company's W-9 with matching legal name and address - Complete a Credit Application Link if requesting credit
Vertiv Name and Address	U.S. Orders: - Vertiv Corporation 505 N. Cleveland Ave, Westerville, OH 43082 Canadian Orders: - Vertiv Canada ULC #7-3800B Laird Rd., Mississauga, ON L5L 0B2 Canada – OR – 3001, rue Douglas B. Floreani, St. Laurent, QC, H4S 1Y7, Canada
Product and/or Services Ordered	- Include line-item detail with quantities for each product/service ordered – OR – - Provide an aggregate solution description with a reference to the Vertiv quote number
P.O. Order Value	- Line level pricing including a total purchase commitment value – OR – - Aggregate / total solution value only
Payment Terms	Specify payment terms or include a reference to an executed contract with Vertiv detailing repayment terms
Freight Terms	- Specify INCOTERMS or Freight terms to define if freight value is included in the P.O. value - Identify who is responsible for freight coordination and when title transfers
Tax Status	Orders will be processed as taxable unless a "tax exempt" status is defined on the P.O. and a valid/current tax-exemption certificate is presented with P.O. or already on file with Vertiv
Requested Ship Date(s)	Unless expecting immediate or first available shipment date, include specific shipment timing requests
Ship to Address(es)	Provide detailed shipping or handling instructions, including address for specific product shipments or service locations
Special Order Requirements	- Indicate any special requirements or instructions, such as: - Formal approval of Submittals before order acceptance - Milestone Billing details (required either by Customer or Vertiv) - Special sourcing requirements such as DPAS (Defense Prioritization) or BAA (Build America Act)

Vertiv Corporation
TERMS AND CONDITIONS OF SALE

Vertiv Corporation is herein referred to as the "Seller" and the customer or person or entity purchasing goods and/or services ("Goods") and/or parts required for services ("Parts") or licensing software and/or firmware, which are preloaded, or to be used with Goods ("Software") from Seller is referred to as the "Buyer." These Terms and Conditions, any price list or schedule, quotation, acknowledgment, Seller's scope or statement of work, or invoice from Seller relevant to the sale of the Goods, Parts and licensing of Software by Seller, and all associated terms, conditions and documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of the agreement ("Agreement") governing the sale of Goods, Parts, and/or license of Software by Seller to Buyer. Any discrepancies between the terms of the above referenced documents shall be resolved by Seller. Seller's acceptance of Buyer's purchase order is expressly conditional on Buyer's assent to all of Seller's terms and conditions of sale, including terms and conditions that are different from or additional to the terms and conditions of Buyer's purchase order. Buyer's acceptance of the Goods, Parts, and/or Software will manifest Buyer's assent to the terms of this Agreement. Seller reserves the right in its sole discretion to refuse orders.

1. **PRICES:** Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Goods, Parts and/or Software shall remain in effect for ninety (90) days after the date of Seller's quotation. Seller's scope of work or acknowledgment of Buyer's order for the Goods, whichever occurs first, provided an unconditional authorization from Buyer for the shipment or performance of the Goods and/or Parts, and/or Software is received and accepted by Seller within such time period. If such authorization is not received by Seller within such ninety (90) day period, Seller shall have the right to change the price for the Goods, Parts and/or Software to Seller's price for the Goods, Parts, and/or Software at the time of Seller's shipment or performance thereof. All prices and licensee fees are exclusive of taxes, transportation and insurance, which are to be borne by Buyer. Seller reserves the right to correct any obvious errors in specifications or prices and, in the event of a force majeure event, make equitable adjustments in Seller's price for the Goods, Parts, and/or Software prior to Seller's shipment or performance thereof. Unless otherwise specified by Seller, Parts that are required for the performance of services will be furnished at Seller's then-prevailing prices. A service charge of \$19.99 will be added to all orders which, excluding shipping charges, taxes, and insurance, do not meet the minimum order value of \$750.00. The service charge amount and/or minimum order value may be changed by Seller at any time, without notice.

2. **TAXES:** Any current or future tax, duty, tariff or governmental charge (or increase in same) affecting Seller's costs of production, sale, services or delivery or shipment of Goods Parts, and/or Software, or which Seller is otherwise required to pay or collect in connection with the sale, purchase, delivery, performance, storage, processing, use or consumption of Goods, Parts, and/or Software, shall be for Buyer's account and shall be added to the price or billed to Buyer separately, at Seller's election.

3. **TERMS OF PAYMENT:** Unless otherwise specified by Seller, terms are net thirty (30) days from date of Seller's invoice in U.S. currency. Seller shall have the right, among other remedies, either to terminate this Agreement or to suspend further performance under this and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. If any payment owed to Seller is not paid when due, it shall bear interest, at a rate to be determined by Seller, which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is paid. Seller may preserve its interests in payment by enforcing any applicable mechanic's, labor, construction or similar lien rights. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or security satisfactory to Seller may be required by Seller for future deliveries or performance of Goods, Parts, and/or Software. If such cash payment or security is not provided, in addition to Seller's other rights and remedies, Seller may discontinue deliveries or performance. Buyer hereby grants Seller a security interest in all Goods, Parts, and/or Software sold to Buyer by Seller, which security interest shall continue until all such Goods, Parts, and/or Software are fully paid for, and Buyer, upon Seller's demand, will execute and deliver to Seller such instruments as Seller requests to protect and perfect such security interest.

4. **SHIPMENT AND DELIVERY:** While Seller will use all reasonable commercial efforts to maintain the delivery date(s) and/or performance dates acknowledged or quoted by Seller, all shipping dates and/or performance dates are approximate and not guaranteed. Seller reserves the right to make partial shipments. Seller, at its option, shall not be bound to tender delivery of any Goods, Parts, and/or Software for which Buyer has not provided shipping instructions and other required information. If the shipment or performance of the Goods, Parts, and/or Software is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other additional expenses resulting therefrom. For sales in which the end destination of the Goods, Parts, and/or Software is outside of the United States (except for those international sales to Seller's affiliated companies), risk of loss and legal title to the Goods, Parts, and/or Software shall transfer to Buyer immediately after the Goods, Parts, and/or Software have passed beyond the territorial limits of the United States. For international sales to Seller's affiliated companies, all shipments of Goods, Parts, and/or Software are made on a Delivered at Place (DAP) basis, per Incoterms 2020, with freight charges from Seller's facility to destination terminal invoiced to buyer either on a Prepaid or PPD/Add basis, as agreed to by Seller and Buyer. All other shipments of Goods, Parts, and/or Software are made on an Ex Works (EXW) Seller's Shipping Point basis, per Incoterms 2020, with Seller responsible to load goods on Buyer's nominated vehicle. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Notwithstanding the above, risk of loss and legal title to Parts shall transfer to Buyer (i) upon delivery by the Seller, or (ii) at the time Parts are placed in storage due to Buyer's delay or postponement. Shortages or damages must be identified and signed for at the time of delivery. Requests for changes in quoted transportation modes will not be made or accepted on orders already processed unless otherwise mutually agreed upon by Seller and Buyer. Requests for changes in quoted transportation modes to orders already accepted by Seller will be subject to new freight terms and billed at the price in effect at the time of the request for change. Any request for changes to quoted transportation modes must be submitted in writing to Seller and are subject to Seller's acceptance and adjustment in freight price. The transportation costs quoted by Seller may be changed by Seller without notice in order to reflect Seller's prices at the time of shipment and will reflect any market increase in transportation costs. If a price for delivery has been quoted, any changes at the destination for transportation modes,

spotting, switching, handling, storage and other accessorial services and demurrage shall be borne by the customer, and any related increase in transportation charges shall be added to the quoted price.

5. **LIMITED WARRANTY:** Subject to the limitations of Section 6, Seller's standard warranty that is applicable to the Goods and/or Software at the time of purchase is the only warranty applicable to the sale of Seller's Goods and/or Software and its terms, conditions and limitations are incorporated by reference herein and Seller warrants that it will perform the services as described in these terms and conditions and will exercise all reasonable skill, care and due diligence in the performance of the services. Seller warrants that all services performed shall be free from faulty workmanship for a period of thirty (30) days from completion of services. Thermal Solution Components, including but not limited to, fans, air-to-air heat exchangers, air conditioners, emergency DC vent systems and filtered thermal vent systems are warranted to be free from defects in material and workmanship for a period of twelve (12) months from date of shipment, or manufacturer's pass through warranty, whichever is longer, provided the following conditions are met: (i) Semi-annual preventive maintenance logs are maintained by Buyer and such logs are available to Seller upon request; and (ii) Input voltage to the air conditioner unit does not vary by greater than +/-10%; and (iii) in the event of accidental or intentional shut-off, a Thermal Solution Component will not be restarted for at least five (5) minutes; and (iv) the refrigerant specified on the unit nameplate label will be the only refrigerant utilized in the air conditioner unit; and, (v) Buyer complies with all installation, operations and maintenance instructions provided by Seller. Goods, Parts and/or Software purchased by Seller from a third party for resale or license to Buyer ("Resale Products") shall carry only the warranty extended by the original manufacturer. To the extent assignable, Seller assigns to Buyer any warranties that are made by manufacturers and suppliers of such Resale Products. EXCEPT AS SPECIFIED ABOVE, RESELLER PRODUCTS FURNISHED HEREUNDER ARE FURNISHED AS-IS, WHERE-IS, WITH NO WARRANTY WHATSOEVER. THE WARRANTY SET FORTH IN THIS SECTION 5 AND THE WARRANTY SET FORTH IN SECTION 8 ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE GOODS AND/OR SOFTWARE AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT SELLER'S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE. SELLER'S WARRANTY EXTENDS ONLY TO PURCHASERS WHO BUY FOR INDUSTRIAL OR COMMERCIAL USE. This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller in the selection or design of the Goods and/or Software and the preparation of Seller's quotation, and/or scope of work, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void. Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods, Parts, and/or Software, either alone or in combination with other products/components.

6. **LIMITATION OF REMEDY AND LIABILITY:** THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER (OTHER THAN THE WARRANTY PROVIDED UNDER SECTION 8) SHALL BE LIMITED TO REPAIR, CORRECTION OR REPLACEMENT, OR REFUND OF THE PURCHASE PRICE UNDER SECTION 5. SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS, PARTS, AND/OR SOFTWARE PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. BUYER AGREES THAT SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. It is expressly understood that any technical advice furnished by Seller with respect to the use of the Goods, Parts and/or Software is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

7. **INSURANCE:** Seller shall maintain the following insurance or self-insurance coverage: Worker's Compensation in accordance with the statutory requirements of the state in which the work is performed. Employer's Liability with a limit of liability of \$2,000,000 per occurrence for bodily injury by accident or bodily injury by disease. Commercial General Liability (CGL) for bodily injury and property damage with a limit of \$2,000,000 per occurrence and per location aggregate. Automobile Liability insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to a combined single limit per occurrence of \$2,000,000. Automobile Liability insurance includes Contractual Liability, but no special endorsements. Buyer expressly acknowledges and agrees that Seller has set its prices and entered into this Agreement in reliance upon the limitations of liability, insurance coverage, and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties.

8. **PATENTS AND COPYRIGHTS:** Subject to the limitations of the second paragraph of Section 6 and any and all associated terms, conditions and documents incorporated by specific reference by Seller, Seller warrants that the Goods and/or Software sold, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent or copyright in existence as of the date of shipment. This warranty is given upon the condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged and cooperate fully with Seller and permit Seller to control completely the defense, settlement or compromise of any such allegation of infringement. Seller's warranty as to utility patents only applies to infringement arising solely out of Buyer's operation according to Seller's specifications and instructions of such Goods and/or Software.

In the event (i) such Goods and/or Software are held to infringe such a U.S. patent or copyright in such suit, and the use of such Goods and/or Software is enjoined, or (ii) a compromise or settlement is made by Seller, Seller shall have the right, at its option and expense, to procure for Buyer the right to continue using such Goods and/or Software, or replace them with non-infringing Goods and/or Software, or modify same to become non-infringing, or grant Buyer a credit for the depreciated value of such Goods and/or Software and accept return of them. In the event of the foregoing, Seller may also, at its option, cancel the agreement as to future deliveries of such Goods and/or Software, without liability. Except as otherwise provided herein, Seller or applicable third party licensor to Seller maintains all right, title and interest in and to the intellectual property in the Goods, Parts, and/or Software.

9. **EXCUSE OF PERFORMANCE:** Seller shall not be liable for delays in performance or for non-performance due to acts of God; acts of Buyer; war; viral outbreaks, disease, pandemic, widespread sickness, or epidemic; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; unavailability of or delays in the supply of materials, components, parts or labor required for the design and/or manufacture of Goods, Software or the performance by Seller hereunder; default of suppliers; or unforeseen circumstances, acts or omissions of Buyer, or any events or causes beyond Seller's reasonable control. Deliveries or other performance may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of this Agreement shall otherwise remain unaffected as a result of the foregoing. If Seller determines that its ability to supply the total demand for the Goods, Parts, and/or Software, or to obtain material used directly or indirectly in the manufacture of the Goods, Parts, and/or Software, is hindered, limited or made impracticable due to causes set forth in this paragraph, Seller may delay or cancel performance, make equitable adjustments in Seller's price for the Goods, Parts, and/or Software, and/or allocate its available supply of the Goods, Parts, Software, and/or such material (without obligation to acquire other supplies of any such Goods, Parts, Software, or material) among its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

10. **CANCELLATION:** Buyer may cancel orders only upon reasonable advance written notice and upon payment to Seller of Seller's cancellation charges which include, among other things, all costs and expenses incurred, and to cover commitments made by the Seller, and a reasonable profit thereon. Seller's determination of such cancellation charges shall be conclusive.

11. **CHANGES:** Buyer may request changes or additions to the Goods, Parts, and/or Software consistent with Seller's specifications and criteria. In the event such changes or additions are accepted by Seller, Seller may revise the price, license fees, and dates of delivery and/or performance dates. Seller reserves the right to change designs and specifications for the Goods, Parts, and/or Software without prior notice to Buyer, except with respect to Goods, Parts, and/or Software being made to order for Buyer. Seller shall have no obligation to install or make such change in any Goods, Parts, and/or Software manufactured prior to the date of such change.

12. **NUCLEAR/MEDICAL:** GOODS, PARTS, AND SOFTWARE SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS. Buyer accepts Goods, Parts, and Software with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or users and to defend, indemnify and hold harmless Seller from any claims, losses, suits, judgments and damages, including incidental and consequential damages, arising from such use, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability.

13. **ASSIGNMENT:** Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment, without such consent, shall be void.

14. **SOFTWARE:** Notwithstanding any other provision herein to the contrary, Seller or applicable third party licensor to Seller shall retain all rights of ownership and title in its respective Software, including without limitation all rights of ownership and title in its respective copies of such Software. Except as otherwise provided herein, Buyer is hereby granted a nonexclusive, non-transferable royalty free license to use the Software incorporated into the Goods solely for purposes of Buyer properly utilizing such Goods purchased from Seller. All other Software shall be furnished to, and used by, Buyer only after execution of Seller's (or the licensor's) applicable standard license agreement, the terms of which are incorporated herein by reference.

15. **TOOLING:** Tool, die, and pattern charges, if any, are in addition to the price of the Goods and are due and payable upon completion of the tooling. All such tools, dies and patterns shall be and remain the property of Seller. Charges for tools, dies, and patterns do not convey to Buyer, title, ownership interest in, or rights to possession or removal, or prevent their use by Seller for other purchasers, except as otherwise expressly provided by Seller and Buyer in writing with reference to this provision.

16. **DOCUMENTATION:** Seller shall provide Buyer with that data/documentation which is specifically identified in Seller's quotation. If additional copies of data/documentation are to be provided by Seller, it shall be provided to Buyer at Seller's applicable prices then in effect.

17. **INSPECTION/TESTING:** Buyer, at its option and expense, may observe the inspection and testing by Seller of the Goods and/or Software for compliance with Seller's standard test procedures prior to shipment, which inspection and testing shall be conducted at Seller's plant at such reasonable time as is specified by Seller. Any rejection of the Goods and/or Software must be made promptly by Buyer before shipment. Tests shall be deemed to be satisfactorily completed and the test fully met when the Goods and/or Software meet Seller's criteria for such procedures. If Buyer does not inspect the Goods and/or Software at Seller's plant as provided herein, Buyer shall have ten (10) days from (i) the date of delivery of Goods, Parts, and/or Software and (ii) from the date of completion of each portion of the services to inspect the Goods, Parts, and/or Software, and in the event of any non-conformity, Buyer must give written notice to Seller within said period stating why the Goods, Parts, and/or Software are not conforming. Failure by Buyer to give such notice constitutes unqualified acceptance of the Goods, Parts, and/or Software. Buyer's sole remedy for non-conforming services shall be correct performance of services incorrectly performed by Seller.

18. **RETURNED GOODS:** Advance written permission to return Goods, Parts, and/or Software must be obtained from Seller in accordance with Seller's then current Return Material Authorization (RMA) procedures and a return authorization number issued. Such Goods, Parts, and/or Software must be (i) current, unused, catalogued Goods, Parts, and/or Software, still in original packaging (ii) free of all liens, encumbrances, or other claims, and (iii) shipped, transportation prepaid, to Seller's specified location. Returns made without proper written permission will not be accepted by Seller. Seller reserves the right to inspect Goods, Parts, and/or Software prior to authorizing return.

19. **BILLABLE SERVICES:** Additional charges will be billed to Buyer at Seller's then prevailing labor rates and Parts prices for any of the following: a) any services not specified in Seller's quotation, Seller's order acknowledgement, Seller's scope of work, or other documents referenced herein and therein; b) any services performed at times other than Seller's normal service hours; c) if timely and reasonable site and/or equipment access is denied the Seller service representative; d) if it is necessary, due to local circumstances, to use union labor or hire an outside contractor, Seller service personnel will provide supervision only and the cost of such union or contract labor will be charged to Buyer; e) if service or repair is necessary to return equipment to proper operating condition as a result of other than Seller (i) maintenance, repair, or modification (including, without limitation, changes in specifications or incorporation of attachments or other features), (ii) misuse or neglect, (including, without limitation, failure to maintain facilities and equipment in a reasonable manner), (iii) failure to operate equipment in accordance with applicable specifications, and (iv) catastrophe, accident, or other causes external to equipment; (f) Seller's performance is made more burdensome or costly as a result of Buyer's failure to comply with its obligations herein, or (g) any additional obligations or requirements, including but not limited to those related to insurance requirements, service delivery, building entry or technical training.

20. **DRAWINGS:** Seller's documentation, prints and drawings (including without limitation, the underlying technology) furnished by Seller to Buyer in connection with this Agreement are the property of Seller and Seller retains all rights, including without limitation, exclusive rights of use, licensing and sale. Possession of such prints or drawings does not convey to Buyer any rights or license, and Buyer shall return all copies (in whatever medium) of such prints or drawings to Seller immediately upon request therefor. Notwithstanding the foregoing, Buyer may use the documentation, prints and drawings in connection with the use of the Goods, Parts, and/or Software.

21. **BUYER SUPPLIED DATA:** To the extent that Seller has been provided by, or on behalf of, Buyer any specifications, description of operating conditions or other data and information in connection with the selection or design of the Goods, Parts, and/or Software, and/or the provision of services, and the actual operating conditions or other circumstances differ from those provided by Buyer and relied upon by Seller, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

22. **EXPORT/IMPORT:** Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States and the European Union, and the jurisdictions in which the Seller and Buyer are established or from which Goods, Parts, Software, and services may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, export, Goods, Parts, or Software in violation of such applicable laws, regulations, orders or requirements.

23. **NON-SOLICITATION:** Buyer shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Goods are being provided to Buyer and for a period of one (1) year after the last provision of Goods.

24. **GENERAL PROVISIONS:** These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of this Agreement. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement this Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this Agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein. Seller reserves the right to subcontract services to others. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction. The validity, performance, and all other matters relating to the interpretation and effect of this Agreement shall be governed by the law of the state of Ohio without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in Ohio and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this agreement.

25. **DATA COLLECTION AND USE:** By using the Goods, Parts and/or Software, Buyer grants Seller, its affiliates, subsidiaries, and service providers, a non-exclusive, irrevocable, royalty free, worldwide right and license to collect, compile, retain, use, reproduce, and create derivative works of, your non-personal information and data, which includes without limitation, all data, materials, reports, text, sound, video, image files, software or any other information ("Service Data") that is provided by, or on behalf of, Buyer, or collected or compiled by Seller, its affiliates, subsidiaries, or service providers through the Goods, Parts, and/or Software. Seller, its affiliates, subsidiaries, and service providers may collect, compile, retain, use, reproduce, and create derivative works of Service Data: (i) to provide services, support, and maintenance; (ii) to develop and improve products, software, and services; and (iii) for scientific and technical research and marketing purposes. Buyer is solely responsible for the Service Data, and Buyer will secure and maintain all rights necessary for Seller, its affiliates, subsidiaries, and service providers to process and use Service Data as described in this paragraph without violating the rights of any third party or otherwise obligating Seller, its affiliates, subsidiaries,

and service providers to Buyer or any third party. The Service Data will be aggregated with other information, materials, or data collected or compiled by, or provided to, Seller, its affiliates, subsidiaries, or service providers and anonymized, such that the Service Data will not intentionally reveal Buyer's identity. In accordance with applicable law, Service Data may be transferred, transmitted, or distributed to, stored, and processed in, cloud computing environments in the United States or any other country in which Seller, its affiliates, subsidiaries, or service providers maintain operations. By using the Goods, Parts, and/or Software, Buyer agrees to such use, transfer, transmission, distribution, storage, and processing of the Service Data. Seller, its affiliates, subsidiaries, and service providers will retain Service Data for as long as is necessary for Seller and its affiliates and subsidiaries business purposes in accordance with applicable law. The rights and licenses granted herein to Seller's service providers shall only be granted to the extent service providers are providing goods and services on Seller's and its affiliates and subsidiaries behalf.

26. **PRIVACY:** Seller will collect and process personal data of those employed by or otherwise affiliated with Buyer in accordance with Seller's "Privacy Notice for Customers and Suppliers – California" available here www.vertiv.com/ca-privacy (the "Notice"), which Notice the Buyer hereby acknowledges having received, read, and understood. In the event of any queries or concerns with its contents, Buyer must contact Seller at the contact details provided in the Notice prior to entering into this Agreement or the commencement of performance hereunder, in failure of which, the terms of the Notice will be deemed accepted and consented to in their entirety.

27. **ADDITIONAL SERVICE CONDITIONS:** The Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes. The facilities shall be within a reasonable distance from where the Goods are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide the necessary Goods. Buyer authorizes Seller to send a service technician or an authorized agent to access any site requested by Buyer to perform services, including services on different scopes of work and equipment as requested by Buyer. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Seller is under no obligation to remove or dispose of Parts or equipment unless specifically agreed upon in Seller's scope of work. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of Buyer's failure to so advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller discovery of unsafe or hazardous site substance or condition or any other circumstance altering Seller's performance hereunder. Buyer shall appoint a representative familiar with the site and the nature of Seller's performance to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller access. Buyer personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.

28. **INDEMNITY:** Each party shall indemnify and hold the other party harmless from loss, damage, liability or expense resulting from damage to personal property of a third party, or injuries, including death, to third parties to the extent caused by a negligent act or omission of the party providing indemnification or a party's subcontractors, agents or employees during performance of services hereunder. Such indemnification shall be reduced to the extent damage or injuries are attributable to others and in no event shall the indemnifying party be obligated to indemnify or insure the other party for the indemnitee's own fault or negligence. The indemnifying party shall defend the other party in accordance with and to the extent of the above indemnification, provided that the indemnifying party is: i) promptly notified by the other party, in writing, of any claims, demands or suits for such damages or injuries; ii) given all reasonable information and assistance by the other party; iii) given full control over any resulting negotiation, arbitration or litigation, including the right to choose counsel and settle claims, or the indemnifying party's obligations herein shall be deemed waived.

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

AGENDA ITEM NO. 9.c.7.

MEETING DATE: March 2, 2026

SUBJECT: Purchase Requisition, Metro Jail Bill, \$42,157.50

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Summer Cockrell

Approved By: Gerald Burton

Summary:

The purchase requisition to Tuscaloosa County Commission in the amount of \$42,157.50. This is the cost to house prisoners October 2025 - December 2025.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 12-33-000-50233 Amount: \$42,157.50

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$42,157.50 to Tuscaloosa County Commission.

INVOICE

Tuscaloosa County Commission
PO Box 20113
Tuscaloosa, AL 35402

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

RECEIVED
JAN 21 2026

BY: _____



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

Invoice details

Invoice no.: 0755
Terms: Net 30
Invoice date: 01/14/2026
Due date: 02/13/2026

#	Date	Product or service	SKU	Description	Qty	Rate	Amount
1.	10/31/2025	Housing of Prisoners	100-5920	OCT 2025	1	\$14,052.50	\$14,052.50
2.	11/30/2025	Housing of Prisoners	100-5920	NOV 2025	1	\$14,052.50	\$14,052.50
3.	12/31/2025	Housing of Prisoners	100-5920	DEC 2025	1	\$14,052.50	\$14,052.50

Total

\$42,157.50

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

12-33-000-50233

MUNICIPALITY AND TOWN INMATE COUNT

CITY OF NORTHPORT

	OCT 2025	NOV 2025	DEC 2025	QTR TOTAL
MONTHLY ALLOWANCE	248	240	248	
TOTAL INMATES	64	120	80	264
OVERAGE	(184)	(120)	(168)	

Base Contract Amount	14,052.50	14,052.50	14,052.50	
Overage Rate: \$82.50	0.00	0.00	0.00	
Total Amount Due	14,052.50	14,052.50	14,052.50	42,157.50



714 ½ Greensboro Avenue
Tuscaloosa, AL 35401

Ronald S. Abernathy, Sheriff
Tuscaloosa County

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

SHERIFF

Billing for December 2025

TPD- 1170 BEDS
 x 59.38
 \$69,474.60

0 BEDS OVER

NPD – 80

BROOKWOOD 10 BEDS
 x 55
 TOTAL \$ 550.00

324 BEDS LEFT

LAKEVIEW 4 BEDS
 x 55
 TOTAL \$ 220.00

350 BEDS LEFT

VANCE 6 BEDS
 x 55
 TOTAL \$ 396.00

163 Beds LEFT



SHERIFF

714 ½ Greensboro Avenue
Tuscaloosa, AL 35401

Ronald S. Abernathy, Sheriff
Tuscaloosa County

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

Billing for November 2025

TPD- 1170 BEDS

0 BEDS OVER

x 59.38

\$69,474.60

NPD – 120

BROOKWOOD

0 BEDS

x 55

TOTAL \$

334 BEDS LEFT

LAKEVIEW

9 BEDS

x 55

TOTAL \$ 495.00

354 BEDS LEFT

VANCE

5 BEDS

x 55

TOTAL \$ 275.00

169 Beds LEFT



714 ½ Greensboro Avenue
Tuscaloosa, AL 35401

Ronald S. Abernathy, Sheriff
Tuscaloosa County

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

SHERIFF

Billing for October 2025

TPD- 1170 BEDS

0 BEDS OVER

x 59.38

\$69,474.60

NPD - 64

BROOKWOOD 31 BEDS

x 55

TOTAL \$ 1,700.05

334 BEDS LEFT

LAKEVIEW 2 BEDS

x 55

TOTAL \$ 110.00

363 BEDS LEFT

VANCE 9 BEDS

x 55

TOTAL \$ 495.00

174 Beds LEFT



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

AGENDA ITEM NO. 9.c.8.

MEETING DATE: March 2, 2026

SUBJECT: Purchase Requisition, VPN Software Renewal, CDW Government, \$10,687.50

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Brandi Hambright

Approved By: Scott Murphy

Summary:

The IT Department requests requisition approval to CDW Government for VPN software renewal for the Public Safety and Utilities Department. The total cost is \$10,687.50. This will be split between multiple requisitions.

Recommendation:

Approval of the consent agenda will approve this request.

Funding Source/GL Code:

GL Code No. 01-35-210-50111	Amount: \$1425.00
GL Code No. 01-33-000-50111	Amount: \$8,668.75
GL Code No. 50-39-510-50111	Amount: \$593.75

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$10,687.50 to CDW Government.



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

AGENDA ITEM NO. 9.c.9.

MEETING DATE: March 2, 2026

SUBJECT: Purchase Requisition, 2026 Computer Replacement Project, ByteSpeed, \$7,800.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Brandi Hambright

Approved By: Scott Murphy

Summary:

The IT Department requests requisition approval to ByteSpeed to purchase six (6) computers as part of the 2026 Computer Replacement Project. These computers are for the Public Works Department. Total amount \$7,800.00. Requisition No. 261837.

Recommendation:

Approval of the Consent Agenda will approve this request.

Funding Source/GL Code:

GL Code No. 01-22-000-50108 Amount: \$7,800.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$7,800.00 to ByteSpeed.

PROPOSAL FOR

BYTESPEED PERFORMANCE B660T MINI PC



Created By:

Noah Glad
ByteSpeed

Prepared For:

Northport (City of)
Brandi Hambright



Q-113067-S8J3

Expiration Date: 2/27/2026

Prepared for:

Northport (City of)
Brandi Hambright
3721 26th Avenue
Northport, AL 35476

Prepared by:

Noah Glad
Territory Manager
(218) 512-1053
nglad@bytespeed.com

QUOTE PRODUCT	PRICE	QTY	SUBTOTAL
BYTESPEED PERFORMANCE B660T MINI	\$1,300.00	6	\$7,800.00
CASE , JUPITER B660, HDMI, DPx2, USB 3.2 X7 USB-C X2, AX 210, LGA1700, 120W, VESA, JUPITER B660 BULK 3Y NO COM	\$0.00	6	\$0.00
PROCESSOR , INTEL I5-14400 10-CORE, 2.5-4.7GHZ, LGA 1700 TRAY, CM8071504821112	\$0.00	6	\$0.00
MEMORY , KINGSTON 16GB DDR4 3200 MHz 1Rx8 NON-ECC, KVR32S22S8/16	\$0.00	12	\$0.00
SSD , KINGSTON KC3000 512GB PCIe 4.0, NVME M.2, SKC3000S/512G	\$0.00	6	\$0.00
LICENSE , WINDOWS 11 PRO STANDARD OLC OA3, FQC-10428	\$0.00	6	\$0.00
LOAD , WINDOWS 11 PRO	\$0.00	6	\$0.00
KEYBOARD , LOGITECH K120, 920-002478	\$0.00	6	\$0.00
MOUSE , LOGITECH B100 USB, 910-001439	\$0.00	6	\$0.00
MOUSEPAD , BYTESPEED	\$0.00	6	\$0.00
FREE SHIPPING FOR MINI PC	\$0.00	6	\$0.00
STANDARD 5-YEAR WARRANTY	\$0.00	6	\$0.00

CABLE, TRIPP LITE 6' DP 1.2 TO HDMI 2.0 4K M/M ACTIVE BLACK, P582-006-V2-ACT	\$0.00	6	\$0.00
SERIAL NUMBER	\$0.00	6	\$0.00
UPGRADE OPTIONS			
☐ WEBCAM, LOGITECH C270 USB 2.0 BLACK 1280X720	\$35.00	1	\$35.00
MONITOR OPTIONS Quantity Discounts Available			
☐ MONITOR, ASUS 22" HD LED LCD 16:9 IPS 1920x1080 5MS 75HZ VGA, HDMI/DPwCBLS, SPKRS, 3YR MW, VP229Q	\$165.00	1	\$165.00
☐ MONITOR, ASUS 24" IPS LED LCD W/SPKRS 1920x1080 16:9 5ms VGA, DP/HDMIwCABLES, TILT, VA24DQ	\$180.00	1	\$180.00
☐ MONITOR, ASUS 27" IPS 16:9 1920x1080 5MS 75HZ VGA/DP HDMIwCBL ,TILT, SPKRS,3YR MW, VA27DQ	\$235.00	1	\$235.00

Subtotal **\$7,800.00**

Tax **\$0.00**

Total \$7,800.00

PLEASE NOTE:

We always strive to honor the pricing provided on every quote. Quoted pricing is based on current market conditions at the time it is issued. In the event of significant market changes or unforeseen circumstances prior to order fulfillment, final pricing may be subject to adjustment. Should this occur, ByteSpeed will communicate any changes promptly and work with you to minimize impact whenever possible.

By signing this document, you confirm your intention to move forward with the purchase as outlined in the quote, thereby creating a legally binding agreement. This agreement also signifies your acceptance of ByteSpeed's standard terms and conditions.

AGREED TO AND ACCEPTED:

Please submit a PO if possible

GETTING RID OF OLD EQUIPMENT?



Ask about our

***ASSET RECOVERY
SERVICES***

ByteSpeed Performance B660T Mini

The ByteSpeed Performance B660T Mini PC is tiny but awesome, featuring 14th Gen Intel processors and measuring only 7.04" x 7" x 1.34" with desktop performance. It features a proprietary thermal solution with a copper based heatsink and a high-efficiency blower. Comprehensive connectivity with nine USB ports including a USB 3.2 Gen1 Type-C on each front and rear panel and three displays makes it an ideal solution for business use.

The ByteSpeed Performance B660T Mini PC is backed by a 5-year warranty and free lifetime tech support.

Product Features:

- ✓ 14th Gen Intel Processors
- ✓ Up to 64GB Dual Channel DDR4 Memory
- ✓ Triple Display Support
- ✓ HDMI, 2x DisplayPort, 9 USB Ports
- ✓ VESA-mountable to back of monitor
- ✓ 5-year ByteSpeed Warranty
- ✓ Free Lifetime Tech Support

Features 9 USB Ports!



System Specifications

Chipset:	Intel B660
Processors:	Intel Core i3-14100 Intel Core i5-14400 Intel Core i5-14500 Intel Core i7-14700
Memory:	Supports 2x SO-DIMM DDR4-3200MHz Memory Max. 64GB
SSD:	250GB/500GB/1TB PCIE NVME M.2 SSD
Graphics:	Integrated Intel UHD Graphics
Graphics Output:	1x DisplayPort 1.4 (DP1), 1x DisplayPort 1.2 (DP2), 1x HDMI
LAN:	1x RJ45 Gigabit LAN (Realtek RTL8111FP)
Audio:	1 x Head Phone with MIC Jack, 1 x MIC-In (RealtekALC233)
Wireless:	Intel Dual Band AX210 Wireless + BT

Interface:	FRONT: 1x Power Button, 1x Headphone/Headset Jack, 3x USB 3.2 Gen1 Type-A Ports, 1x USB 3.2 Gen1 Type-C Port, 1x Mic Input Jack BACK: 1x DC Jack, 1x HDMI Port, 2x Display Port, 4x USB 3.2 Gen1 Type-A Ports, 1x USB 3.2 Gen1 Type-C Port, 1x RJ-45 LAN Port with LED
Other:	VESA mounting plate included TPM 2.0 IC, Kensington lock
Dimensions:	7.04" x 7" x 1.34"
Power Supply:	120W/19V Adapter
Warranty:	5 Year ByteSpeed Warranty Lifetime Tech Support

BYTESPEED WARRANTY

We stand behind all of our products... guaranteed!

ByteSpeed is committed to honoring and maintaining our warranty. Our account managers and support team work closely with you to quickly resolve any warranty issues.



Please report any issues to ensure all ByteSpeed products are working properly.

Contact Our Support Team:

Our support team is available
Monday - Friday, 8am-5pm CST

Email: helpdesk@bytespeed.com

Toll Free: 888.658.0715

Local: 218.227.0445

Website: www.bytespeed.com/support

Live Chat on www.bytespeed.com

Reporting a Problem

- ▶ Contact ByteSpeed via phone, email, live chat, website form, or online ticket system (Vector Support Portal).
- ▶ Please use the ByteSpeed Serial number on the back of the machine to track replacements, parts, or warranty issues (EX: 20XX-XX-XXXX).
- ▶ Any problems occurring in the first 30 days of use can be reported as DOA. ByteSpeed will immediately fix or replace all DOA machines.
- ▶ Technicians can use ByteSpeed's online customer support system to submit repair issues, track repair issues, manage their inventory, look up PC configurations, and more. To request a support portal login, contact: helpdesk@bytespeed.com

5-year Warranty

Desktops, NUCs, Workstations, Servers, Esports Desktops

3yr / 2yr / 1yr Warranty

Partner laptop warranties vary by model and manufacturer. Monitor and peripheral warranties vary by manufacturer. Some have a 3-year advance replacement program through ByteSpeed, and others under standard manufacturer warranties. Stocked base models have their warranty managed directly through our team.

"ByteSpeed has been our supplier for workstations and servers since 1999. We have had excellent results from their products. Their 5-year desktop and server warranty and top notch tech support places them far above their competition!"

**- Richard Morgan, Tech. Director,
Lee County School System, Leesburg, GA**

What IS Covered Under Warranty?

- ▶ Defects in materials and workmanship
- ▶ Standard manufacturer's warranty applies to non-ByteSpeed branded hardware (EX: Lenovo or ASUS laptops, Ruckus APs, Juniper switches, Cradlepoint routers, Spectrum laptop carts, etc.)
- ▶ Normal hardware failure

What is NOT Covered Under Warranty?

- ▶ Vandalism and intentional damage
- ▶ Theft or loss
- ▶ Improper use that is not in accordance with proper care (spills, drops, etc.).
- ▶ Acts of nature
- ▶ Accidental damage

Shipping Warranty Parts

- ▶ ByteSpeed guarantees all warranty issues are handled in a timely manner. Most warranty parts will ship the same day. Accelerated shipping is also an available option when needed for crucial situations.
- ▶ For ByteSpeed branded hardware, all warranty parts will ship with pre-paid return labels for the bad part to return to Bytespeed.
- ▶ For NON-ByteSpeed hardware (EX: Lenovo Chromebooks), warranty shipping coverage depends on the manufacturer.
- ▶ ByteSpeed offers a custom parts closet option with quantity orders. The parts closet is an extension of ByteSpeed's inventory, and is only to be used for maintaining and repairing ByteSpeed computers. As parts are used from the parts closet, customers need to follow the standard RMA process to replenish new parts for their parts closet. This helps eliminate down time and makes warranty requests easier for both ByteSpeed and our customers.



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

AGENDA ITEM NO. 9.c.10.

MEETING DATE: March 2, 2026

**SUBJECT: Purchase Requisition, 2026 Computer Replacement Project, ByteSpeed,
\$14,300.00**

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: Brandi Hambright

Approved By: Scott Murphy

Summary:

The IT Department requests requisition approval to ByteSpeed to purchase 11 computers as part of the 2026 Computer Replacement Project. These computers are for the Police Department. Total amount \$14,300.00. Requisition No. 261839.

Recommendation:

Approval of the Consent Agenda will approve this request.

Funding Source/GL Code:

GL Code No. 01-22-000-50108 Amount: \$14,300.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$14,300.00 to ByteSpeed.

PROPOSAL FOR

BYTESPEED PERFORMANCE B660T MINI PC



Created By:

Noah Glad
ByteSpeed

Prepared For:

Northport (City of)
Brandi Hambright



Q-113055-M6L0

Expiration Date: 2/27/2026

Prepared for:

Northport (City of)
Brandi Hambright
3721 26th Avenue
Northport, AL 35476

Prepared by:

Noah Glad
Territory Manager
(218) 512-1053
nglad@bytespeed.com

QUOTE PRODUCT	PRICE	QTY	SUBTOTAL
BYTESPEED PERFORMANCE B660T MINI	\$1,300.00	11	\$14,300.00
CASE , JUPITER B660, HDMI, DPx2, USB 3.2 X7 USB-C X2, AX 210, LGA1700, 120W, VESA, JUPITER B660 BULK 3Y NO COM	\$0.00	11	\$0.00
PROCESSOR , INTEL I5-14400 10-CORE, 2.5-4.7GHZ, LGA 1700 TRAY, CM8071504821112	\$0.00	11	\$0.00
MEMORY , KINGSTON 16GB DDR4 3200 MHz 1Rx8 NON-ECC, KVR32S22S8/16	\$0.00	22	\$0.00
SSD , KINGSTON KC3000 512GB PCIe 4.0, NVME M.2, SKC3000S/512G	\$0.00	11	\$0.00
LICENSE , WINDOWS 11 PRO STANDARD OLC OA3, FQC-10428	\$0.00	11	\$0.00
LOAD , WINDOWS 11 PRO	\$0.00	11	\$0.00
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UPGRADE OPTIONS			
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Subtotal **\$14,300.00**

Tax **\$0.00**

Total \$14,300.00

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By signing this document, you confirm your intention to move forward with the purchase as outlined in the quote, thereby creating a legally binding agreement. This agreement also signifies your acceptance of ByteSpeed's standard terms and conditions.

AGREED TO AND ACCEPTED:

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Microsoft Partner
Gold OEM Hardware



System Specifications

Chipset:	Intel B660
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Dimensions:	7.04" x 7" x 1.34"
Power Supply:	120W/19V Adapter
Warranty:	5 Year ByteSpeed Warranty Lifetime Tech Support

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Our support team is available

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Toll Free: 888.658.0715

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3yr / 2yr / 1yr Warranty

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Lee County School System, Leesburg, GA**

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- ▶ Accidental damage

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

AGENDA ITEM NO. 9.c.11.

MEETING DATE: March 2, 2026

SUBJECT: Purchase Requisition, New Transmission for Trash Truck #2370; The W.W. Williams Company, Birmingham, \$11,305.60

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: C.C. Thompson

Approved By: Brooke Starnes

Summary:

The transmission in Public Works' Knuckle Boom #2370 has several internal parts that have been damaged due to overheating and need to be replaced. It costs less money to replace the entire transmission instead of trying to rebuild it and replace only the damaged parts.

The Public Works Department is respectfully requesting approval to have Truck # 2370's transmission replaced by The W.W. Williams Company in Birmingham for \$11,305.60. This price is based on an estimate from the vendor that includes diagnostic fees, labor, and parts.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-37-323-50380 Amount: \$11,305.60

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$11,305.60 to The W.W. Williams Co, LLC.

Birmingham - The W. W. Williams Co, LLC

1160 Bankhead Hwy W
Birmingham, AL 35204-1329

*** Customer Review ***

Date / Time: 2/24/2026 8:23:03AM
Repair Order: 25545
Customer: 644094
Branch: BIR
Invoice Total: \$11,305.60

Charge

Page 1 of 2

Bill To: CITY OF NORTHPORT

Attn: Accounts Payable
Po Box 569
Northport, AL 35476
Shop: 205-339-7000

Fax: 205-333-3046

Ship To: CITY OF NORTHPORT

ATTN: Accounts Payable
PO Box 569
Northport, AL 35476-0569

Customer P/O

0

Created By

jlatham

Completion Date

Unit Number: 2370

Model Year: 2012

Make/Model: Hino 338

Type: Truck

VIN: 5PVNV8JV1C4S52370

Meter: 150564 Miles

Unit Components:

Manufacturer

Model

Part Number

Serial Number

Allison Transmission

6511057812

Task: 1 027-000000

Transmission - Automatic

Department: Shop SVC

Complaint: LEAKING AT BELLHOUSING

Correction: VEHICLE HAD SEVERAL CODES INCLUDING OVERTEMP. PUMP IS WHINING AND FLUID SMELLS BURNT. TRANSMISSION ALSO HAS A FRONT END LEAK. WE WILL QUOTE A RETRAN.

NOTE THE FLOOR PANEL IS MISSING,

Supp.	Part	Description / Ref Number	U/M	Quantity	Price	Ext Price
	EPA	Environmental Fee	Misc	1.00	27.73	27.73
	Supplies	Shop Supplies	Misc	1.00	43.59	43.59

Task 1 Subtotals: Parts: \$0.00

Labor: \$440.00

Miscellaneous: \$71.32

Task 1 Totals: \$511.32

Task: 2 027-000000

Transmission - Automatic

Department: Shop SVC

Complaint: INSTALL RETRANS

Supp.	Part	Description / Ref Number	U/M	Quantity	Price	Ext Price
	EPA	Environmental Fee	Misc	1.00	47.27	47.27
	Supplies	Shop Supplies	Misc	1.00	206.41	206.41
	29557066	3000PRM RETRAN ASSEMBLY	Part	1.00	6,733.57	6,733.57
Stocking Number:	MD3060PCM-C	CORE, MD3000PRM RETRAN ASSEMBL	Inherent	1.00	2,400.00	0.00
	MBL 123130	ATF, MOBILATF D/M - 1 QT BOT (6/CS)	Part	BOTTLI 8.00	6.19	49.52
	15E2E1	TRANSYND 668, 3X1G UC	Part	GALLO 5.00	44.06	220.30
	GLYTEK	GLYCOL TEST KIT	Part	EACH 1.00	24.65	24.65
	29513736	GASKET- MOUNTING, PTO	Part	EACH 1.00	14.92	14.92
	29537805	KIT-TRANSMISSION FLUID SAMPLING & ANALYS	Part	EACH 1.00	117.64	117.64
	Freight In	Freight Inbound	Misc	1.00	250.00	250.00

Task 2 Subtotals: Parts: \$7,160.60

Labor: \$3,080.00

Miscellaneous: \$503.68

Task 2 Totals: \$10,744.28

Birmingham - The W. W. Williams Co, LLC

1160 Bankhead Hwy W
Birmingham, AL 35204-1329

*** Customer Review ***

Date / Time: 2/24/2026 8:23:03AM
Repair Order: 25545
Customer: 644094
Branch: BIR
Invoice Total: \$11,305.60

Charge

Page 2 of 2

Bill To: CITY OF NORTHPORT

Attn: Accounts Payable

Po Box 569

Northport, AL 35476

Shop: 205-339-7000

Fax: 205-333-3046

Ship To: CITY OF NORTHPORT

ATTN: Accounts Payable

PO Box 569

Northport, AL 35476-0569

Customer P/O

0

Created By

jlatham

Completion Date

Task: 3 999-999000WT

Total Vehicle Assy- WT Courtesy Vehicle Inspection

Department: Shop SVC

Complaint: CVI

HAS OIL LEAKS, DRIVER SIDE FRONT WHEEL SEAL LEAKING

WOULD YOU LIKE US TO QUOTE THESE REPAIRS ALSO?

Correction: Courtesy Vehicle Inspection

Supp.	Part	Description / Ref Number	U/M	Quantity	Price	Ext Price
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PW-2370
WO-9045

Totals

Total Parts:	\$7,160.60
Total Core Chg:	\$0.00
Total Core Ret:	\$0.00
Total EHC:	\$0.00
Total Labor:	\$3,520.00
Total Miscellaneous:	\$575.00
Total Technology Fee:	\$50.00
Invoice Subtotal:	\$11,305.60
Total Tax:	\$0.00
Invoiced Total:	\$11,305.60

Payment Method

Charge

Warranty/Terms and Conditions*

W.W. Williams warrants its workmanship for 90 days after completion of services. Products sold are warranted exclusively by the manufacturer.

W.W. Williams expressly disclaims all other warranties, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose. IN NO EVENT SHALL W.W. WILLIAMS BE LIABLE FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR UNKNOWN DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROPERTY OR EQUIPMENT, LOSS OF DATA, LOSS OF USE, LOSS OF TIME, LOSS OF REVENUE, LOSS OF PROFIT, OR LOSS OF INCOME. *For complete warranty limitations, disclaimers and detailed Terms and Conditions please see www.williams.com/Terms.

Please be advised that our Terms and Conditions have been updated and can be viewed in full at www.williams.com/Terms. These updated terms are effective immediately and apply to all current and future transactions.

Return Policy: Returns must be accompanied by this invoice and in the original, unopened box or packaging. A 15% restocking charge will be applied to all returned items. No returns on electrical items. No returns on special order items. No returns after 30 days from the date of invoice.

Signature: _____



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

AGENDA ITEM NO. 10.b.1.

MEETING DATE: March 2, 2026

SUBJECT: Resolution authorizing the City Administrator to Execute ABC Approval Letter to Crimson Spirits, LLC d/b/a Crimson Spirits for Sale of Consumable Hemp Products

Unfinished Business:
Public Hearing: X

New Business:
First Reading:

Consent Agenda:
Second Reading:

Prepared By: Kim Braughton

Approved By: Kim King

Summary:

Crimson Spirits, LLC d/b/a Crimson Spirits has requested approval from the City Council for the sale of consumable hemp products at its store located at 2511 Lurleen B. Wallace Blvd. New state regulations which went into effect on January 1, 2026, require any stores selling these products to be licensed by the Alabama ABC Board. The ABC Board requires that the municipality where the store is located agree to allow the sale of such products at that location before it will grant the application. This resolution would provide Crimson Spirits, LLC with that approval so it can continue with its ABC application.

Recommendation:

Approve

Funding Source/GL Code:

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

Motion for Consideration:

I move to adopt the resolution authorizing the City Administrator to execute ABC Approval letter for the sale of consumable hemp products in accordance with state regulations to Crimson Spirits, LLC d/b/a Crimson Spirits.

RESOLUTION NO. 26-

**RESOLUTION APPROVING SALE OF CONSUMABLE HEMP PRODUCTS IN
ACCORDANCE WITH STATE REGULATIONS FOR CRIMSON SPIRITS, LLC
D/B/A CRIMSON SPIRITS**

WHEREAS, the Alabama Legislature has enacted statutes permitting and regulating the cultivation, processing, distribution, and sale of hemp and hemp-derived consumable products (e.g., edibles, tinctures, topicals) under certain conditions; and

WHEREAS, these statutes require any retailer wishing to sell approved consumable hemp products to apply for and receive a license to do so from the Alabama Alcoholic Beverage Control Board; and

WHEREAS, Crimson Spirits, LLC d/b/a Crimson Spirits has operated a retail store, located at 2511 Lurleen B. Wallace Boulevard, Northport, Alabama 35476 since December 29, 2025; and

WHEREAS, the Alabama Alcoholic Beverage Control Board, prior to granting a license to a retailer for sale of consumable hemp products, requires an applicant to obtain approval from the municipality or other local governing body in which the applicant's facility will be located; and

WHEREAS, the City Council of the City of Northport desires to permit Crimson Spirits, LLC d/b/a Crimson Spirits to sell consumable hemp products in a manner that is consistent with all Federal, State, and Local laws and regulations.

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

1. The City Administrator is hereby authorized to execute ABC Approval letter to Crimson Spirits, LLC d/b/a Crimson Spirits for sale of consumable hemp products.
2. Crimson Spirits, LLC d/b/a Crimson Spirits is hereby permitted to sell consumable hemp products at 2511 Lurleen B. Wallace Boulevard, Northport, Alabama, 35476 subject to the approval of their Consumable Hemp Products Application by the Alabama Alcoholic Beverage Control Board.
3. All consumable hemp products sold or advertised for sale by Crimson Spirits must comply with all Federal, State, and Local laws that regulate the sale or distribution of such products. Crimson Spirits must comply with any applicable health and sanitation codes.
4. Crimson Spirits must comply with all local laws and ordinances, including, but not limited to, the requirement to obtain a business license from the City of Northport.

5. The City may impose reasonable application fees, inspections, and reporting requirements as allowed by state law.
6. This resolution shall take effect immediately upon its adoption and publication as required by law.

RESOLVED AND DONE THIS 2nd DAY OF MARCH 2026.

CITY COUNCIL OF THE CITY OF NORTHPORT

Jamie Dykes, Its President

ATTEST:

Tera Tubbs, City Administrator

Reading: March 2, 2026

Motion: _____

Second: _____



To: The Alabama Alcoholic Beverage Control Board

Crimson Spirits LLC _____ located at
2511 Lurleen B Wallace Blvd _____ Northport, AL 35476
submitted an application to the City of Northport, AL for the following
type(s) of license(s): 700 - Specialty Retailer of Consumable Hemp Products _____.

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 March 2, 2026 _____.

Tera Tubbs
City Administrator

Date

Mayor Dale Phillips • President Jamie Dykes • President Pro Tem Woodrow Washington, III
Councilor Turnley Smith • Councilor Jaime Conger • Councilor Danny C. Higdon

PO Box 569 • Northport, Alabama 35476 • (205) 339-7000 • www.northportal.gov



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

AGENDA ITEM NO. 10.c.1.

MEETING DATE: March 2, 2026

SUBJECT: Second Reading, Ordinance annexing 1.90 acres at 4023 68th Avenue

Unfinished Business:

Public Hearing:

New Business:

First Reading: X

Consent Agenda:

Second Reading:

Prepared By: Julie Ramm

Approved By: Julie Ramm

Summary:

Zachary O'Neal is requesting annexation of approximately 1.90 acres located at 4023 68th Avenue. The zoning designation associated with this annexation request is Residential Single-Family (RS-1). This property includes 4 unincorporated parcels with a single-family residence. The property is surrounded to the north, east, and west by single-family detached residential properties zoned Residential Single-Family (RS-1); and to the south by unincorporated single-family residential (no zoning). This property lies within the priority growth areas identified in the comprehensive plan. The future land use plan within the comprehensive plan identifies this property as "Low Density Residential". The requested zoning is not in conflict with the comprehensive plan.

Recommendation:

This request comes with a positive recommendation from the Planning Commission.

Funding Source/GL Code:

GL Code No. Amount: \$

Motion for Consideration:

I make a motion to approve the ordinance annexing 1.90 acres located at 4023 68th Avenue with the original zoning designation of RS-1.

ORDINANCE NO:

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

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

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

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

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

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

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

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

That upon the recommendation of the Planning and Zoning Commission of the City of Northport, Alabama, at a public hearing conducted pursuant thereto, the following parcel located at 4023 68th Avenue, being more particularly described as attached in Exhibit “A” and the same is hereby annexed into the corporate limits of the City of Northport with an original zoning designation of RS-1 (Single – Family Residential), and said property shall be and hereby is, made a part of the City of Northport, upon the date of advertising this Ordinance.

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

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

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

ORDAINED AND DONE this 2nd day of March, 2026.

CITY COUNCIL OF THE CITY OF NORTHPORT

BY: _____
Jamie Dykes, Its President

ATTEST:

Tera Tubbs, City Administrator

APPROVED this 2nd day of March, 2026

Dale Phillips, Mayor

I hereby certify that the above and foregoing Ordinance was published on _____, 2026, in the Northport Gazette, a newspaper of general circulation published in the City of Northport.

Tera Tubbs, City Administrator

1st Reading: February 16, 2026

Motion:

2nd Reading: March 2, 2026

Motion By:

Second By:

Publication:

EXHIBIT "A"

A part of the Southeast Quarter of the Southwest Quarter Section 6 Township 21 South, Range 10 West in Tuscaloosa County, Alabama being more particularly described as follows: Start at the northeast corner of the southeast quarter of the southwest quarter; thence run in a westerly direction and along the north boundary of said Southeast Quarter of the Southwest Quarter for a distance of 410.41 feet to a point; thence with a deflection angle of 93 degrees 35 minutes to the Left, run in a southerly direction for a distance of 510.1 feet to a point; thence with a deflection angle of 93 degrees 35 minutes to the Right, run in a Westerly direction for a distance of 150.0 feet to the POINT OF BEGINNING; thence continue in a Westerly direction and along the same bearing for a distance of 360.9 feet to a point, said point being the Northeast corner of Parcel 13, as shown on Drawing No. 169-65 by McGuire Engineering Company, thence with a deflection angle of 93 degrees 27 minutes to the Left, run in a Southerly direction and along the East boundary of Parcel 13 for a distance of 175.0 feet to a point, thence run in an Easterly direction for a distance of 362.0 feet, more or less to the Southwest corner of Parcel 14, as shown on Drawing No. 169-65; thence run in a Northerly direction and along the West boundary of Parcel No. 14 for a distance of 172.0 feet to the Northwest corner of Parcel No. 14, which is the POINT OF BEGINNING, said parcel containing 1.4 acres, more or less.

AND ALSO CONVEYED:

Start at the Northeast corner of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 6, Township 21 South, Range 10 West in Tuscaloosa County, Alabama; thence run in a Westerly direction and along the North boundary of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ for a distance of 410.4 feet to a point; thence with a deflection angle of 93 degrees 35 minutes to the left run in a Southernly direction for a distance of 310.08 feet to a point; thence with a deflection angle of 93 degrees 35 minutes to the right run in a Westerly direction for a distance of 510.5 feet to the Point of Beginning; thence continue in a Westerly direction and parallel with the North boundary of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ for a distance of 150.0 feet to a point; thence with a deflection angle of 93 degrees 27 minutes to the left run in a Southernly direction for a distance of 200.0 feet to a point; thence with a deflection angle of 86 degrees 33 minutes to the left run in an Easterly direction and parallel with the North boundary of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ for a distance of 150.0 to a point; thence with a deflection angle of 93 degrees 27 minutes to the left run in a Northerly direction for a distance of 200.0 feet to the point of beginning.

AND ALSO CONVEYED:

Begin at the Northwest corner of the Southeast one-fourth of the Southwest one-fourth of Section 6, Township 21 South, Range 10 West, and run thence in a Southern direction along the West boundary line of the said forty for a distance of 895 feet; thence turn left 86 degrees and 15 minutes and run in an Eastern direction for a distance of 250 feet to a point on the East side of the street, which point is the Southwest corner of this parcel of property; thence run in a Northern direction and parallel to the West boundary line of the said forty for a distance of 387 feet. Thence turn right 93 degrees and 27 minutes and run in an Eastern direction for a distance of 150 feet. Thence turn right 86 degrees and 33 minutes and

run in a Southern direction for a distance of 387 feet to a point, which is the Southeast corner of this parcel of property; thence run in a western direction in a straight line for a distance of 150 feet to the Southwest corner of this property.

LESS AND EXCEPT FROM THE LAST ABOVE-DESCRIBED PARCEL THE FOLLOWING:

A parcel of land located in the Southeast Quarter of the Southwest Quarter of Section 6, Township 21 South, Range 10 West, Tuscaloosa County, Alabama, containing zero and seventy three hundredths (0.73) acres, more or less, and being more particularly described as follows:

Commence at the Northwest Corner of the Southeast Quarter of the Southwest Quarter of Section 6, Township 21 South, Range 10 West; thence in a Southernly direction along the West boundary line of said Quarter-Quarter for a distance of 895 feet to a point; thence with a deflection angle left of 86 degrees 15 minutes, run in an easterly direction for a distance of 250 feet to the point of beginning, said point lying on the East right-of-way margin of 68th Avenue; thence with a deflection angle of 89 degrees 46 minutes 48 seconds, run in a northerly direction and along the said East right-of way margin for a distance of 212.00 feet to a point. Thence with an interior angle left of 90 degrees 13 minutes 12 seconds, run in an easterly direction for a distance of 149.62 feet to a point; thence with an interior angle of 89 degrees 46 minutes 48 seconds, run in a southerly direction for a distance of 212.00 feet to a point; thence with an interior angle left of 90 degrees 13 minutes 12 seconds, run in a westerly direction for a distance of 149.62 feet to the POINT OF BENGINNING, forming an interior closure angle of 89 degrees 46 minutes 48 seconds.

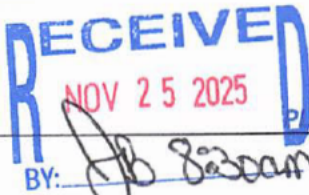
AND ALSO CONVEYED:

Start at the Northeast corner of the SE 1/4 of the SW 1/4 of Section 6, Township 21 South, Range 10 West in Tuscaloosa County, Alabama; thence run in a Westerly direction and along the North boundary of said SE 1/4 of the SW 1/4 for a distance of 410.41 ft. to a point; thence with a deflection angle of 93° 35' to the left run in a Southerly direction for a distance of 310.08 ft. to a point; thence with a deflection angle of 93° 35' to the right in a Westerly direction for a distance or 330.0 ft. to the point of beginning; thence continue in a Westerly direction and parallel with the North boundary of said SE 1/4 of the SW 1/4 for a distance of 180.5 ft. to a point, thence with a deflection angle of 93° 27' to the left run in a Southerly direction for a distance of 200.0 ft. to a point; thence with a deflection angle of 86° 33' to the left run in an Easterly direction and parallel to the North boundary of said SE 1/4 of the SW 1/4 for a distance of 180.9 ft. to a point; thence with a deflection angle of 93° 35' to the left run in a Northerly direction for a distance or 200.0 ft. to the point of beginning.

PETITION FOR ANNEXATION

Submission Deadline: 12 Noon _____

Hearing Date: _____



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

PLEASE READ ALL INFORMATION CAREFULLY AND COMPLETE FULLY

BY: <u>JB 8:30am</u>		--OFFICIAL USE ONLY--	
APPLICANT'S NAME <u>Zachary O'Neal</u> <u>Teresa O'Neal</u>		CITY ADDRESS ASSIGNMENT	
ADDRESS [REDACTED]		ORDINANCE #	
DAYTIME T [REDACTED]		CASE #	
EMAIL [REDACTED]		XREF. CASES:	
County Address (if any) of subject property		REQUESTED ZONING (if other than RS-1):	

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

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

THE FOLLOWING INFORMATION IS REQUIRED BY THE U.S. JUSTICE DEPT. AND BUREAU OF THE CENSUS.
Answers to the following questions should reflect the conditions existing on the subject property at the time of annexation.

- Is this property your principal residence? ☒ YES ☐ NO (if "yes," answer part B)
 - Applicant's Marital Status: ☒ Now Married ☐ Separated ☐ Divorced ☐ Widowed ☐ Never Married
- Total number of buildings on subject property: ONE
☐ Number of houses ☒ Number of manufactured homes ☒ Other:
 - Number of persons living on subject property: 4
 - Of all persons residing on the property, how many are of voting age (18 years or older)? 2
 - Of all persons residing on the property, how many are:
☒ White ☐ Black ☐ Hispanic ☐ Asian or Pacific Islander ☐ American ☐ Other
 Indian/Eskimo/Aleut
 - Number of children in household: 2 Ages: 15yrs, 2yrs
 - Proposed Use of Property (if any): _____

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

3.5 acres

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

APPLICANT'S SIGNATURE: <u>Zachary O'Neal</u>	DATE: <u>11/18/25</u>
PRINT NAME: <u>Zachary O'Neal</u>	

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

Received by: _____ Date: _____

(Received Date is considered official date of submission)



PETITION FOR ANNEXATION

To The City of Northport, Alabama:

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

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

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

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

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

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

IN WITNESS WHEREOF, we have hereunto subscribed our names this the 18th day of November, 2002 2025

Names and Signatures of ALL property owners:

Signature: [Signature]
Print Name: Zachary O'Neal

Signature: [Signature]
Print Name: Jessica O'Neal

Signature: _____
Print Name: _____

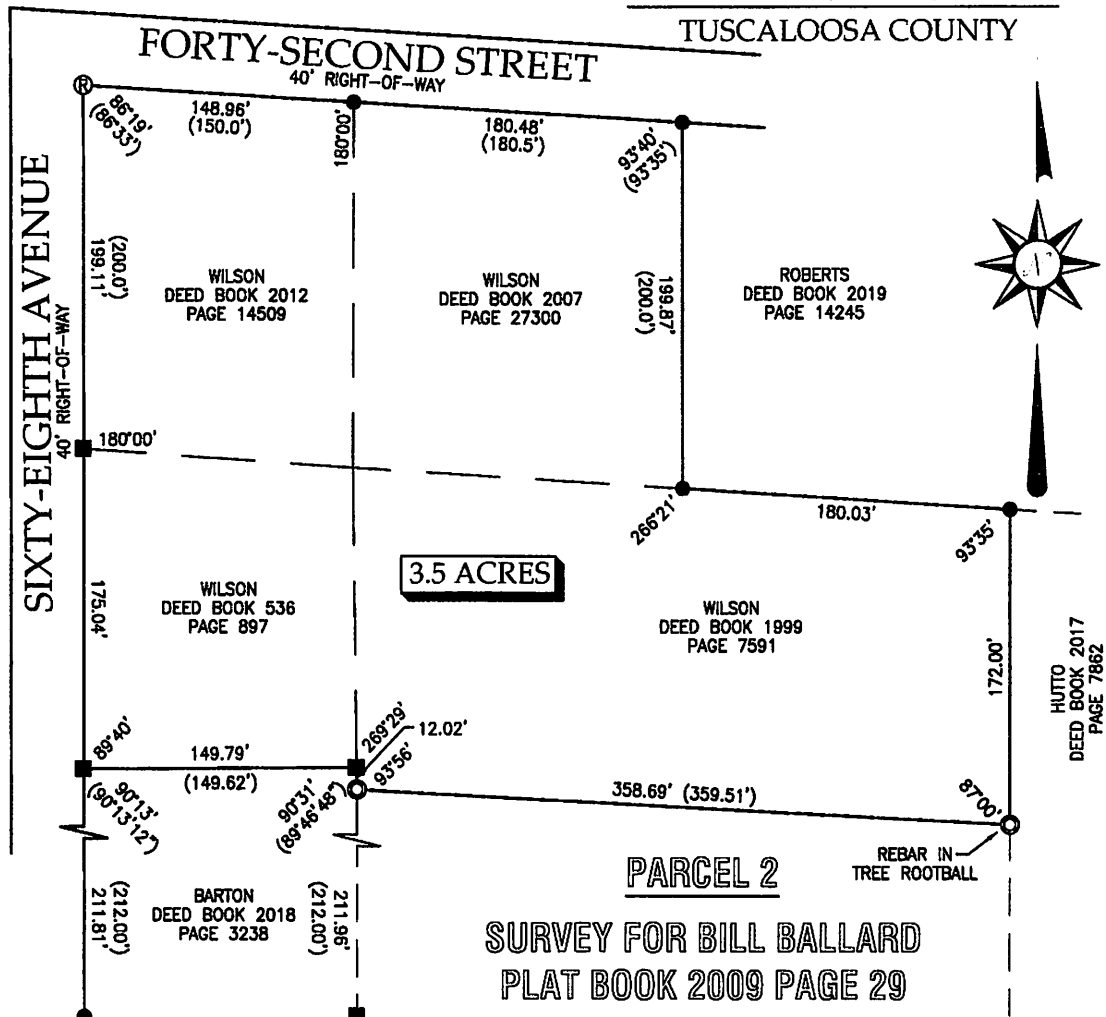
Signature: _____
Print Name: _____

Map or Survey Attached? _____ Legal Description Attached? _____
Recorded Subdivision Plat Attached? _____ or Metes and Bounds descriptions in electronic format? _____

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



**PART OF THE
SE1/4 OF THE SW1/4
SECTION 6, T21S, R10W
TUSCALOOSA COUNTY**



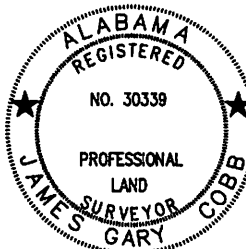
STATE OF ALABAMA
TUSCALOOSA COUNTY

TO WHOM IT MAY CONCERN:

I, James Gary Cobb, a Registered Professional Land Surveyor in the State of Alabama, of the firm of Black Warrior Surveying, LLC, hereby certify that I have surveyed the property shown hereon and that said plat is a true and correct mapping of said survey to the best of my professional knowledge and belief. I further certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama.

Witness my hand on this the 4th day of March, 2021.

James Gary Cobb
REGISTERED PROFESSIONAL LAND SURVEYOR
ALABAMA REGISTRATION NO. 30339



NOTES:

- 1.) This survey was prepared without the benefit of a title report and does not indicate all encumbrances on the property.
 - 2.) No instruments of record were supplied to the surveyor regarding easement, right-of-way, etc.
 - 3.) This survey was prepared for Zach O'Neal.
- This survey may not be used by any third party without the expressed written permission of the party it was prepared for.

SHEET 1 OF 1

TYPE OF SURVEY: CORNERS
DATE OF SURVEY: 3/4/21
SOURCE OF TITLE: SEE ABOVE IN DRAWING
FILE NAME : 21-0301 O'NEAL
SCALE 1" = 80'

BLACK WARRIOR SURVEYING, LLC

949 PIN BROOK LANE
TUSCALOOSA, ALABAMA 35406

205-391-8878

205-393-4264

LEGEND

PROPERTY LINE	— — — — —
ADJOINING PROPERTY LINE	— — — — —
PIPE FOUND	●
CAPPED REBAR FOUND	■
CAPPED REBAR SET	⊗
CA-915-S	⊗
REBAR FOUND	⊕
DEED/PLAT DIMENSION	(100.00')

City of Northport
Planning and Zoning Commission – January 13, 2026
Staff Report

Case: ANX-26-1

Applicant: Zachary O’Neal

Location: 4023 68th Avenue Road

Request: Annexation

Zachary O’Neal is requesting annexation of approximately 1.90 acres located at 4023 68th Avenue. The reason for this request is to obtain city water service, which requires annexation when possible. The zoning designation associated with this annexation request is Residential Single-Family (RS-1).

This property is currently 4 unincorporated parcels (no zoning) with a single-family residence. It is surrounded to the north, east, and west by single-family detached residential zoned Residential Single-Family (RS-1); and to the south by unincorporated single-family residential (no zoning).

This property lies within the priority growth areas identified in the comprehensive plan. The future land use plan within Northport Compass identifies this property as “Low Density Residential”. The requested zoning is not in conflict with the comprehensive plan.

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

This Instrument Was Prepared by:
Foster C. Arnold
Rosen Harwood, P.A.
2200 Jack Warner Parkway, Suite 200
Tuscaloosa, Alabama 35401

Source of Title: **Deed Book 1999, at Page 7591**
Deed Book 2012, at Page 14509
Deed Book 2007, at Page 27300
Deed Book 536, at Page 897
Estate Page for Curtis R. Wilson
Deed Book 2021, at Page 5830

DEED Book 2021 Page 5831
Recorded: 3/18/2021 12:17:49 PM
Ward D. Robertson, III, Probate Judge
Tuscaloosa County, Alabama
Term/Cashier: PRO-RECORDINGB/PCAMPBELL
Tran: 1626880
Probate Judge Fee \$2.00
Deed Tax \$193.50
Recording Fee - By Page Count \$15.00
Source of Title \$2.00
Additional Name Fee \$1.00
Total: \$213.50

STATE OF ALABAMA)

**WARRANTY DEED JOINTLY FOR LIFE
WITH REMAINDER TO SURVIVOR**

COUNTY OF TUSCALOOSA)

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of TEN (\$10.00) DOLLARS, and other good and valuable consideration, this day in hand paid to the undersigned Grantors, **Betty B. Wilson, Personal Representative of the Estate of Curtis R. Wilson, deceased, Probate Case No.: PC -2021-220** and **Betty B. Wilson, an unmarried woman** (hereinafter referred to as Grantors), the receipt whereof is hereby acknowledged, the Grantors do hereby give, grant, bargain, sell and convey unto the Grantees, **Zachary L. Oneal and Jessica L. Oneal** (hereinafter referred to as Grantees), for and during their joint lives and upon the death of either, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, their heirs and assigns, the following described Real Estate, lying and being in the County of Tuscaloosa, State of Alabama, to-wit:

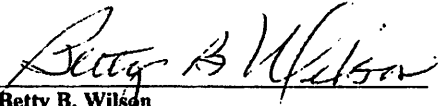
See Exhibit "A" attached hereto and incorporated by reference herein as if fully set out.

This conveyance is hereby made subject to restrictions, easements and rights of way of record in the Probate Office of Tuscaloosa County, Alabama.

Betty B. Wilson was the surviving grantee of that Warranty Deed, Jointly for Life with Remainder of Survivor recorded in Deed Book 1999, at Page 7591; Deed Book 2012, at Page 15409; Deed Book 2007, at Page 2007, at Page 27300; Tuscaloosa County, Alabama. The other grantee, Curtis R. Wilson died on or about June 4, 2020.

TO HAVE AND TO HOLD, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements unto the said Grantees, for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor, their heirs and assigns forever.

AND SAID GRANTORS, for said Grantors, Grantors heirs, successors, executors and administrators, covenants with Grantees, and with Grantees heirs, successors and assigns, that Grantors are lawfully seized in fee simple of the said Real Estate; that said Real Estate is free and clear from all Liens and Encumbrances, except as hereinabove set forth, and except for taxes due for the current and subsequent years, and except for any Restrictions pertaining to the Real Estate of record in the Probate Office of said County; and that Grantors will, and Grantors heirs, successors, executors and administrators shall, warrant and defend the same to said Grantees, and Grantees heirs and assigns, forever against the lawful claims of all persons.

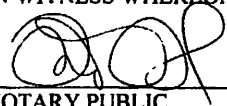

Betty B. Wilson

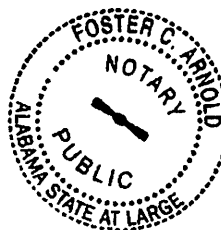
STATE OF ALABAMA)

COUNTY OF TUSCALOOSA)

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that **Betty B. Wilson** whose name as **Personal Representative of the Estate of Curtis R. Wilson** is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the Instrument, she in her representative capacity as Personal Representative and with full authority executed the same voluntarily for and on behalf of the Estate of Curtis R. Wilson, on the day the same bears date.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 12th day of March, 2021.


NOTARY PUBLIC
My Commission Expires: 7/10/21

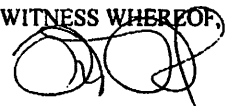


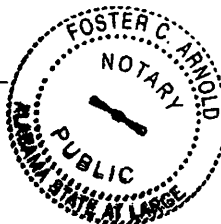
STATE OF ALABAMA)

COUNTY OF TUSCALOOSA)

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that **Betty B. Wilson** is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the Instrument, voluntarily signed her name voluntarily on the day the same bears date.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 12th day of March, 2021.


NOTARY PUBLIC
My Commission Expires: 7/10/21



IN WITNESS WHEREOF, said Grantors have hereunto set their hands and seals at the
day of March, 2021.

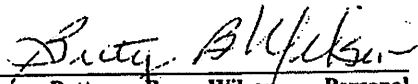

By: Betty B. Wilson, Personal
Representative of the Estate of Curtis R.
Wilson, deceased, Probate Case No.: PC-

EXHIBIT "A"

Page 5833
A part of the Southeast Quarter of the Southwest Quarter Section 6, Township 21 South, Range 10 West in Tuscaloosa County, Alabama, being more particularly described as follows: Start at the northeast corner of the Southeast Quarter of the Southwest Quarter; thence run in a Westerly direction and along the East boundary of said Southeast Quarter of the Southwest Quarter for a distance of 410.41 feet to a point; thence with a deflection angle of 93 degrees 35 minutes to the Left, run in a Southerly direction for a distance of 510.1 feet to a point; thence with a deflection angle of 93 degrees 35 minutes to the Right, run in a Westerly direction for a distance of 150.0 feet to the POINT OF BEGINNING; thence continue in a Westerly direction and along the same bearing for a distance of 360.9 feet to a point, said point being the Northeast corner of Parcel 13, as shown on Drawing No. 169-65 by McGuire Engineering Company; thence with a deflection angle of 93 degrees 27 minutes to the Left, run in a Southerly direction and along the East boundary of Parcel 13 for a distance of 175.0 feet to a point; thence run in an Easterly direction for a distance of 362.0 feet, more or less to the Southwest corner of Parcel 14, as shown on Drawing No. 169-65; thence run in a Northerly direction and along the West boundary of Parcel No. 14 for a distance of 172.0 feet to the Northwest corner of Parcel No. 14, which is the POINT OF BEGINNING, said parcel containing 1.4 acres, more or less.

AND ALSO CONVEYED:

Start at the Northeast corner of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 6, Township 21 South, Range 10 West in Tuscaloosa County, Alabama; thence run in a Westerly direction and along the North Boundary of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ for a distance of 410.4 feet to a point; thence with a deflection angle of 93° 35' to the left run in a Southerly direction for a distance of 310.08 feet to a point; thence with a deflection angle of 93° 35' to the right run in a Westerly Direction for a distance of 510.5 feet to the Point of Beginning; thence continue in a Westerly direction and parallel with the North boundary of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ for a distance of 150.0 feet to a point; thence with a deflection angle of 93° 27' to the left run in a Southerly direction for a distance of 200.0 feet to a point; thence with a deflection angle of 86° 33' to the left run in an Easterly direction and parallel with the North boundary of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ for a distance of 150.0 feet to a point; thence with a deflection angle of 93° 27' to the left run in a Northerly direction for a distance of 200.0 feet to the point of beginning.

AND ALSO CONVEYED:

Begin at the Northwest corner of the Southeast One-fourth of the Southwest One-fourth of Section 6, Township 21 South, Range 10 West, and run thence in a Southern direction along the West boundary line of the said forty for a distance of 895 feet; thence turn left 86° and 15' and run in an Eastern direction for a distance of 250 feet to a point on the East side of the street, which point is the Southwest corner of this parcel of property; thence run in a Northern direction and parallel to the West boundary line of the said forty for a distance of 387 feet; thence turn right 93° and 27' and run in an Eastern direction for a distance of 150 feet; thence turn right 86° and 33' and run in a Southern direction for a distance of 387 feet to a point, which is the Southeast corner of this parcel of property; thence run in a Western direction in a straight line for a distance of 150 feet to the Southwest corner of this parcel of property.

LESS AND EXCEPT FROM THE LAST ABOVE-DESCRIBED PARCEL THE FOLLOWING:

A parcel of land located in the Southeast Quarter of the Southwest Quarter of Section 6, Township 21 South, Range 10 West, Tuscaloosa County, Alabama, containing zero and seventy three hundredths (0.73) acres, more or less, and being more particularly described as follows:

Commence at the Northwest Corner of the Southeast Quarter of the Southwest Quarter of Section 6, Township 21 South, Range 10 West; thence run in a southerly direction along the West boundary line of said Quarter-Quarter for a distance of 895 feet to a point; thence with a deflection angle left of 86° 15' 00", run in an easterly direction for a distance of 250 feet to the POINT-OF-BEGINNING, said point lying on the East right-of-way margin of 68th Avenue; thence with a deflection angle left of 89° 46' 48", run in a northerly direction and along the said East right-of-way margin for a distance of 212.00 feet to a point; thence with an interior angle left of 90° 13' 12", run in an easterly direction for a distance of 149.62 feet to a point; thence with an interior angle left of 89° 46' 48", run in a southerly direction for a distance of 212.00 feet to a point; thence with an interior angle left of 90° 13' 12", run in a westerly direction for a distance of 149.62 feet to the POINT-OF-BEGINNING, forming an interior closure angle of 89° 46' 48".

BB-14

EXHIBIT "A" (continued-Page 2)

AND ALSO CONVEYED:

DEED Book 2021 Page 5834
Tuscaloosa County, Alabama

Start at the Northeast corner of the SE1/4 of the SW1/4 of Section 6, Township 21 South, Range 10 West in Tuscaloosa County, Alabama; thence run in a Westerly direction and along the North boundary of said SE1/4 of the SW1/4 for a distance of 410.41 ft. to a point; thence with a deflection angle of 93° 35' to the left run in a Southerly direction for a distance of 310.08 ft. to a point; thence with a deflection angle of 93° 35' to the right in a Westerly direction for a distance of 330.0 ft. to the point of beginning; thence continue in a Westerly direction and parallel with the North boundary of said SE1/4 of the SW1/4 for a distance of 180.5 ft. to a point, thence with a deflection angle of 93° 27' to the left run in a Southerly direction for a distance of 200.0 ft. to a point; thence with a deflection angle of 86° 33' to the left run in an Easterly direction and parallel to the North boundary of said SE1/4 of the SW1/4 for a distance of 180.9 ft. to a point; thence with a deflection angle of 93° 35' to the left run in a Northerly direction for a distance of 200.0 ft. to the point of beginning.

ABW

Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975 Section 40-22-1 (h)

Grantor's Name Estate of Curtis R. Wilson
Mailing Address 5720 Shurleywood Pkwy
Northport AL 35473

Grantee's Name Zachary L. O Neal and Jessica L. O Neal
Mailing Address 4023 68th Ave
Northport, AL 35473

Property Address 4023 68th Ave
Northport, AL 35473

Date of Sale March 12, 2021
Total Purchase Price \$ 300,000.00

or
Actual Value \$

or
Assessor's Market Value \$

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

☐ Bill of Sale ☐ Appraisal
☒ Sales Contract ☐ Other
☐ Closing Statement

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date 3/12/21

Print Zachary L. O Neal

Unattested

Sign X [Signature] (Grantor/Grantee/Owner/Agent) circle one

(verified by)

Form RT-1

City of Northport Planning Commission

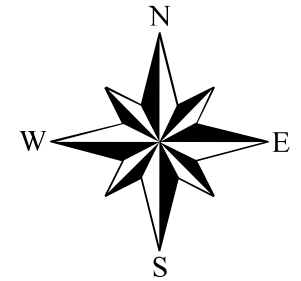
Annexation Request

Zoning

-  Agriculture
-  Neighborhood Commercial
-  General Commercial
-  Commercial Highway
-  Light Industrial
-  Heavy Industrial
-  Mobile Home Park

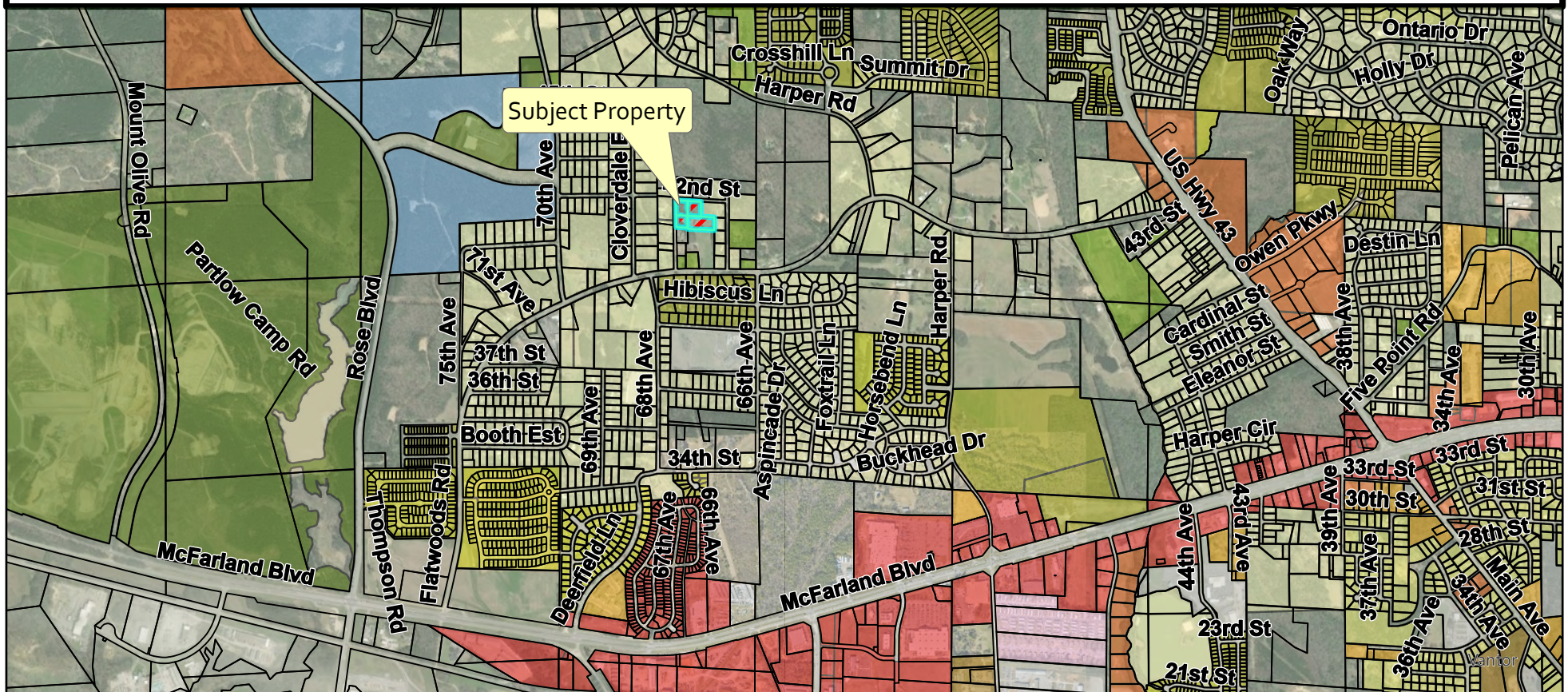
-  Office and Institutional
-  Recreational
-  Residential Multi-Family
-  Special District
-  Residential Single-Family - 1
-  Residential Single-Family - 2
-  Residential Single-Family - 3
-  Residential Single-Family - 4

-  Parcels
-  Subject Property



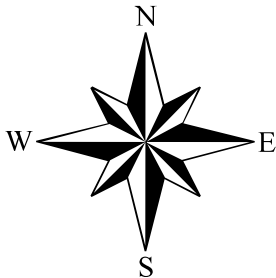
While the City of Northport, Alabama makes every effort to maintain and distribute accurate information, No Warranties and/or Representations of Any Kind are made regarding information, data or services provided. In no event, shall the City of Northport, Alabama be liable in any way to the users of this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



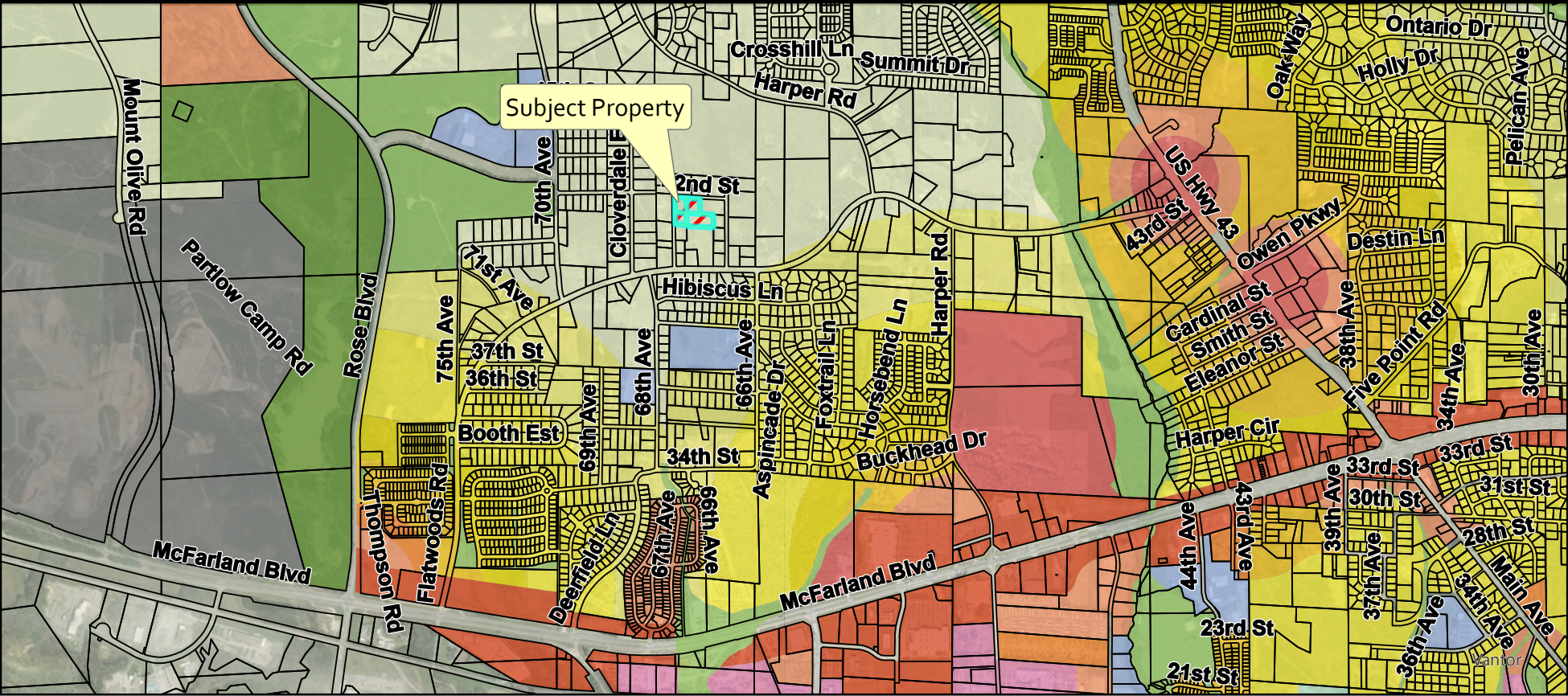
City of Northport Planning Commission

Annexation Request



- Future Land Use**
 - Agriculture Rural Residential
 - Conservation
 - Conservation Floodway
 - Conservation Development
 - Commercial Mix
 - General Mixed-Use
 - Limited Mixed-Use
- Multifamily Residential
 - High Density Residential
 - High to Medium Density Transition
 - Medium Density Residential
 - Medium to Low Density Transition
 - Low Density Residential
 - Office-Trades Mix
 - Institutional
- Utilities
 - Parcels
 - Subject Property

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Mayor • Dale Phillips

Council Members

District 1 • Turnley Smith

District 2 • Woodrow Washington, III

District 3 • Jaime Conger

District 4 • Jamie Dykes

District 5 • Danny C. Higdon

City Administrator • Tera Tubbs

CITY OF NORTHPORT

CERTIFICATION OF RECORD

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

**Ordinance [REDACTED] Entitled: Ordinance Assenting to the annexation of property into the corporate limits of the City of Northport as a result of a petition filed by all the owners thereof with an originals zoning designation of RS-1 **

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 March 2, 2026, a quorum being present, as recorded in the official minutes of the City Council.

Certified this [REDACTED] day of [REDACTED], 2026.

S E A L

Tera Tubbs, City Administrator



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

AGENDA ITEM NO. 10.c.2.

MEETING DATE: March 2, 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 January 5, 2026 to give the owner additional 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 June 1, 2026, to give the owner additional 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

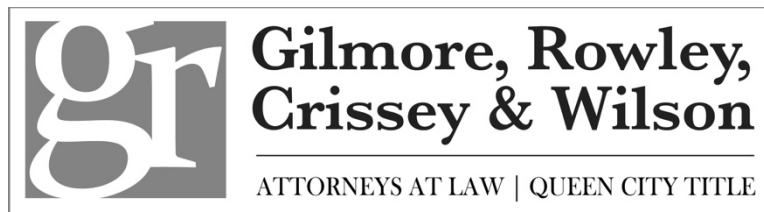
I hereby certify that the above and foregoing Ordinance was published on _____, in the Northport Gazette, a newspaper of general circulation published in the City of Northport.

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

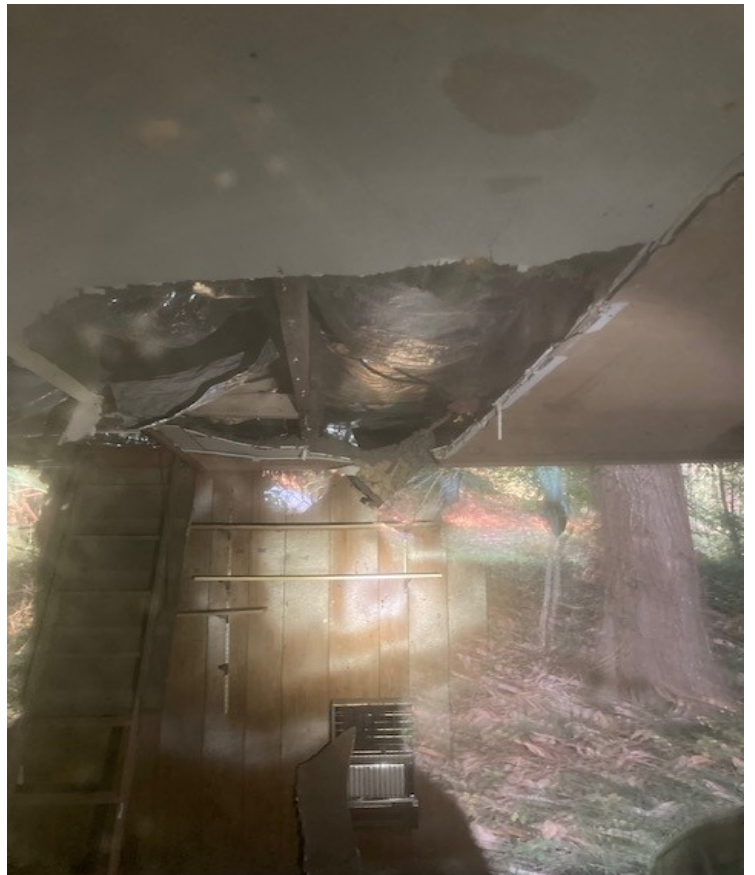
Please contact me at 339-7000 if you have any questions.

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