

NORTHPORT CITY COUNCIL MEETING
MONDAY, MARCH 23, 2026
5:30 PM

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. PRESENTATIONS

6. APPROVAL OF THE AGENDA

7. VISITORS TO ADDRESS THE COUNCIL

- a. William Scott Hamner - Handicap Parking Enforcement

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 Ordering Demolition of an Unsafe Structure located at 1002 10th Street. - Julie Ramm
- 2. First Reading, Resolution consenting to the Vacation of Public Right-of-way for a portion of Bridge Avenue - Ron Davis

b. Resolutions of a Temporary Nature

- 1. Resolution authorizing the City Administrator to execute contract for Legal Services pertaining to AFFF PFAS Litigation - Ron Davis
- 2. Resolution authorizing the City Administrator to Execute ABC Approval Letter to Spirits, Inc. d/b/a Spirits 1 for Sale of Consumable Hemp Products - Kim King
- 3. Resolution authorizing a Supplement to the Tax Certificate and Agreement relating to the General Obligation Warrants Series 2023 - Kim King
- 4. Resolution authorizing the City Administrator to execute a lease agreement with Warrior Baseball for Kentuck Park - Kim King
- 5. Resolution authorizing City Administrator to execute Merchandise Operator Agreement with Prep Baseball for merchandise sales at River Run Park - Kim King
- 6. Resolution authorizing the City Administrator to execute Real Estate License and Sponsorship Agreement with Baseball Lifestyle 101, LLC for merchandise sales at River Run Park. - Kim King
- 7. Resolution Authorizing the City Administrator to Execute a Memorandum of Understanding with the Alabama Department of Conservation and Natural Resources for Funds for Engineering and Design Services for a Fishing Facility at Northport Shore - Brad Matthews
- 8. Resolution Authorizing the City Administrator to Execute a Master Service Agreement and Task Order Directive No. 1 and No.2 with TTL, Inc. for the City of Northport Tournament Fishing Facility at Northport Shore - Brad Matthews
- 9. Resolution Authorizing the City Administration to Execute Change Order No. 2 with Dominion Construction Co. Inc., for Downtown Sidewalk and Streetscape Improvements, Phase III - Brad Matthews
- 10. Resolution Requesting Classification of Hospital Drive and a portion of 3rd Street under the Highway Functional Classification System. - Brad Matthews
- 11. Resolution Authorizing the City Administrator to Execute an Agreement with Duncan Coker Associates for Smithfield Gardens Storm Drainage Improvements - Brad Matthews
- 12. Resolution Authorizing the City Administrator to maintain the cooperative service agreement with United States Department of Agriculture, Animal and Plant Health Inspection Service, and Wildlife Services for wildlife services - Gerald Burton

13. Resolution Authorizing City Administrator to Execute Engineering Services Contract with Espy Professional Services for Hightown Water Tank Rehabilitation - John Webb

c. Consent Agenda

1. Minutes, March 2, 2026 - Tera Tubbs
2. Bill Listing - Tera Tubbs
3. Purchase Requisition, Outsourced Legal Services, Boardman, Carr, Petelos, Watkins, Ogle & Howard, P.C., \$17,755.50 - Ron Davis
4. Purchase Requisition, Outsourced Legal Services, Bishop Brooks, LLC, \$6,562.50 - Ron Davis
5. Purchase Requisition, ByteSpeed, 2026 Computer Replacement Project, \$7,800.00 - Scott Murphy
6. Purchase Requisition, Dell, 2026 Computer Replacement Project, \$19,978.30 - Scott Murphy
7. Purchase Requisition, FY25 Audit Invoice #4, LeCroy Richardson P.C., \$16,175.00 - Darren McGee
8. Purchase Requisition, Replacement Pumps for Upper Smith Creek Pump Station, Morrow Water Technologies, Inc., \$33,728.43 - John Webb
9. Purchase Requisition, Chemical Level Monitor for WWTP, Electric Machine Control, Inc., \$5,230.00 - John Webb
10. Purchase Requisition, Headworks Slide Gate Inspection at WWTP, Misc. Metals & Fabrication, LLC., \$7,960.00 - John Webb
11. Purchase Requisition, 2026 Ford F-150 4x2 Pickup Truck, Stivers Ford Lincoln, \$39,926.00 - John Webb
12. Purchase Requisition, 2026 Ford F-550 Crane Truck, Stivers Ford Lincoln, \$115,572.00 - John Webb
13. Purchase Requisition, 2027 HV607 SBA Dump Truck, Southland Transportation Group, \$152,490.16 - John Webb
14. Purchase Requisition, Bobcat Skid Steer Loader, Bobcat of Tuscaloosa, \$56,798.37 - John Webb
15. Purchase Requisition, Conference Room Chairs, \$6,749.60 - Gerald Burton
16. Purchase Requisition, one Alweld 1856 Invader Boat, 40 HP Tiller Motor, and Loadmaster Trailer, \$14,696.00 - Chief Bart Marshall
17. Purchase Requisition, two Task Force Tip Deck Guns with Detachable Bases, \$13,990.00 - Chief Bart Marshall
18. Purchase Requisition, Fire Station #3 Foundation Repairs; AFS Foundation & Waterproofing Specialist, \$18,613.32 - Brooke Starnes, Chief Bart Marshall
19. Purchase Requisition, Replacement of Heating Equipment at the Community Center; Southern Heating & Cooling, LLC, \$35,274.00 - Brooke Starnes
20. Purchase Requisition, Shop Lifts Repairs and Replacement; Epic Equipment & Service Solutions, LLC, \$12,548.82 - Brooke Starnes
21. Purchase Requisition, New Zero-Turn Mower; Tuscaloosa Lawn Equipment, \$15,634.00 - Brooke Starnes
22. Purchase Requisition, 2027 International Knuckle Boom Truck; Ingram Equipment Company; \$261,601.00 - Brooke Starnes
23. Purchase Requisition, Elevator Door Repairs for the Public Safety Compound; Otis Elevator Company, \$22,100.00 - Brooke Starnes, Gerald Burton
24. Purchase Requisition, 95 Gallon Residential Garbage Carts; Otto Environmental Systems - \$31,500.00 - Brooke Starnes

10. PUBLIC HEARINGS

a. Engineering

b. Legal Department

c. Planning Inspections Department

1. Second Reading, Ordinance adopting amendments to the Zoning Ordinance - Julie Ramm

2. Second Reading, Ordinance annexing 1.27 acres located south of Old Union Chapel Road and west of Union Chapel Road - Julie Ramm
3. Second Reading, Ordinance approving a Conditional Use for property located at 2403 10th Street - Julie Ramm

d. Police Department

1. West Alabama Food and Wine Festival - ABC License - Gerald Burton

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 23, 2026

SUBJECT: First Reading, Ordinance Ordering Demolition of an Unsafe Structure located at 1002 10th Street.

Unfinished Business:

Public Hearing:

New Business: X

First Reading: X

Consent Agenda:

Second Reading:

Prepared By: Katelyn Lesley

Approved By: Julie Ramm

Summary:

The Chief Building Official has found that the structure located at 1002 10th Street is unsafe and dangerous to public health. We are recommending the structure be demolished. All necessary procedures have been followed pursuant to Act No. 80-410.

Recommendation:

That this structure be demolished.

Funding Source/GL Code:

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

Motion for Consideration:

None are needed for the first reading.

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:

1002 10th Street, Northport, AL 35476

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

WHEREAS, on the ____ 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: **1002 10th Street, Northport, AL 35476** is unsafe, dangerous, offensive or injurious to the public health, comfort or welfare of the community to the extent that it is a public nuisance.
2. That the aforementioned building, structure, or part thereof, or party wall or foundation, 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

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

1st Reading: March 23, 2026
Motion:
2nd Reading: April 6, 2026
Motion By:
Second By:
Publication:

GORDON ROSEN (1921 – 2014)
R. BERNARD HARWOOD, JR.
JAMES J. SLEDGE
**BLAKE A. MADISON
†*W. BRADFORD ROANE, JR.
FOSTER C. ARNOLD
††MATTHEW Q. TOMPKINS
TERRI OLIVE TOMPKINS
JENNIFER T. CRABTREE
††JANE L. CALAMUSA
KRISTOFOR D. SODERGREN
ANN L. REARDON
††LORI C. BAIRD
††JILLIAN L. GUIN WHITE
*EMILEE H. SCHEEFF



*L.L.M. in Taxation

**Certified Information Privacy Professional

†Also admitted in Florida

††Also admitted in Mississippi

*Also admitted in Georgia

**Also admitted in Mississippi

KALEB D. BEAMS
KATHLEEN ELEBASH
ALLIE S. MONTGOMERY
TAYLER S. HANSFORD
JOSEPH P. MEIGS
††CHANDLER N. WILLIAMS
**JANEL C. BEASLEY

OF COUNSEL
KENNETH D. DAVIS

January 26, 2026

Writer's Email Address:
farnold@rosenharwood.com

Rosen Harwood Internal File No. 26-025
Attn: Tyler Mitchell,
City of Northport, Chief Building Official
3500 McFarland Blvd.
Northport, AL 35476

RE: Request for Title Report
1002 10th Street, Northport, AL 35476

Dear Mr. Mitchell:

Per your request, we have examined title from October 4, 1944 rough January 12, 2026 and offer the following summary Title Report on the above reference property. Copies of reference documents may be provided upon request.

Address: 1002 10th Street, Northport, AL 35476

Ad Valorem Tax Parcel ID#: 63-31-05-15-2-010-048.000

Legal: Lot 35 and Fifty feet off the East side of Lot 36 of the Hendrix Resurvey of the M.P. Poole Survey of the W.J. Moore Property, a map or plat of which is recorded in Plat Book 4, at Page 171 in the Probate Office of Tuscaloosa County, Alabama. (hereinafter the "Subject Property")

Owner(s) of record (the "Owners"): Delores M. Mills; the heirs at law of the Estate of Margaret Elizabeth Rogers Mills, deceased who died on or about January 13, 2018; heirs at law of Harvey Rogers, (Sr.), deceased who died on or about September 1, 1980; heirs at law of Harvey Rogers, Jr., deceased, who died on or about April 27, 1989; heirs at law of Audria Rogers, deceased, who died on or about May 11, 1992.

Ad Valorem Taxes are Assessed to: Delores M. Mills

Tax Amount: For the 2025 Ad Valorem Tax Year, \$285.67 (no homestead claimed for 2025)

Sources of Title: Deed Book 225, at Page 514 (for Margaret Elizabeth Rogers Mills); Deed Book 1200, at Page 635 (for Margaret Elizabeth Rogers Mills); Deed Book 1200, at Page 636 (for Margaret Elizabeth Rogers Mills); Deed Book 1200, at Page 637 (for Margaret Elizabeth Rogers Mills); Deed Book 2005, at Page 1442 (for Margaret Elizabeth Rogers Mills and Delores D. Mills); Deed Book 2005, at Page 21354 (for Margaret Elizabeth Rogers Mills and Delores D. Mills); and Deed Book 2007, at Page 5519 (for Margaret Elizabeth Rogers Mills and Delores M. Mills).

Chain of Title: Fleetwood Rice and Josephine T. Rice conveyed by Warranty Deed (without Joint Rights of Survivorship to Harvey Rogers (Sr.), Lucile Rogers, Harvey Rogers, Jr., Audria Rogers, Lugenia Rogers, Margaret Elizabeth Rogers (assumed to be the same person as Margaret Elizabeth Rogers Mills), and Willie Nathan Rogers as recorded October 4, 1944, in Deed Book 225, at Page 514. There is no further conveyance out of or estate for the following: Harvey Rogers (Sr.), Harvey Rogers, Jr., and Audria Rogers. See Requirements for curative below. Lugenia Rogers conveyed by Quit Claim Deed to Margaret Elizabeth Rogers Mills as recorded February 28, 1995, at Deed Book 1200, at Page 635. Lucille Rogers conveyed to Margaret Elizabeth Rogers Mills as recorded February 28, 1995, at Deed Book 1200, at Page 636. Willie Nathan Rogers conveyed to Margaret Elizabeth Rogers Mills as recorded February 28, 1995, at Deed Book 1200, at Page 637. Margaret Elizabeth Rogers Mills then conveyed all of her interest to herself, Margaret Elizabeth Rogers Mills, Roger M. Mills, Vernetta R. McMullen, and Delores D. Mills (assumed to be the same person as Delores M. Mills) as recorded January 21, 2005 at Deed Book 2005, at Page 1442. For whatever reason unknown to the undersigned, Margaret Elizabeth Rogers Mills conveyed again to herself, Margaret Elizabeth Rogers Mills, Roger M. Mills, Vernetta R. McMullen, and Delores D. Mills (assumed to be the same person as Delores M. Mills) as recorded October 3, 2005, at Deed Book 2005, at Page 21354. Roger Mills and Vernetta R. McMullen conveyed by Quit Claim Deed (as tenants in common, without rights of survivorship to Margaret Elizabeth Rogers Mills and Delores M. Mills as recorded March 12, 2007, at Deed Book 2007, at Page 5519. Margaret Elizabeth Rogers Mills died on or about January 3, 2018. We find no estate for her.

As a result of the above, the Subject Property is owned by Delores M. Mills, the heirs at law of Margaret Elizabeth Rogers Mills, heirs at law of Harvey Rogers, Sr., deceased; heirs at law of Harvey Rogers, Jr., deceased; heirs at law of Audria Rogers, deceased. IF Affidavits of Death and Heirship can be provided (see below in Requirements) showing that parties in the above chain of title who either conveyed their interest or were a recipient of interests all constituted the sole heirs at law of all Margaret Elizabeth Rogers Mills, Harvey Rogers, Sr., Harvey Rogers, Jr. and Audria Rogers, then the undersigned may be able to revise this ownership conclusion.

PLEASE NOTE, the above does not constitute the entire chain of title for the Subject Property but a reasonable search for 83 years. Please advise if you wish to have the search go back further.

Mortgages Found: NONE.

Judgments/Other Liens Found:

Lien for Medical Payments under Alabama Medicaid Agency against Margaret Elizabeth Rogers Mills in an unspecified amount as recorded in Judgment Book 2011, at Page 3396 in the Probate Office of Tuscaloosa County, Alabama.

In addition to the matters set forth above, ownership of the Subject Property is subject to

the following Exceptions to title:

1. Any encroachments, overlaps, unrecorded easements, deficiency in quantity of grounds, or any matters not of record, which would be disclosed by an accurate and/or up-to-date survey of and inspection of the premises;
2. Ad valorem taxes for the 2026 year and subsequent years.
3. There are no recorded municipal or zoning assessments, during the scope of the title search, filed against the Subject Property; however, you are charged with the knowledge of any such assessment and/or improvement that may give rise to an assessment that would be known upon inspection of the Subject Property.
4. All rights-of-way, easements, and restrictive covenants applicable to the Subject Property recorded in the Probate Office of Tuscaloosa County, whether or not specifically set forth hereinbelow.
5. If the Chain of Title includes a conveyance by an entity (including but not limited to a corporation, limited liability company, limited liability partnership, general partnership), this report does not make any representation as to the due and proper formation of such entity or the identity of duly authorized managing signatory(ies) therefor having executed any such instrument.
6. No representation or warranty is made with this Title Report as to compliance or non-compliance of the Subject Property with applicable local zoning ordinances or subdivision statutes.
7. Rights of parties in possession other than the record title Owner(s).
8. Any claim to ownership of minerals (or similar substances) and mining rights thereto including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Subject Property or produced from the Subject Property, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights appear in the Public Records or are shown specifically in the exceptions below.
9. We have not requested or performed an environmental audit and make no such representations are made with this Title Report regarding the same as to the past or present condition of the Subject Property for hazardous substances;
10. This report does not attempt to confirm ownership of an exact amount of acreage or square feet contained within the Subject Property;
11. No representation or warranty has been made for the status of legal right of access to the Subject Property.
12. If adjacent to a publicly dedicated road, the Subject Property is potentially subject to any existing rights-of-way therefor which could predate the underlying scope of the search described above.
13. No representation or warranty is made with this Title Report as to the accuracy of any marital

status recitation or homestead recitation set forth in any instrument in the Chain of Title.

14. Exception is made for some erroneous legal description references to W. J. "Morgan" Property in the legal description in various instruments in the chain. Correct legal description is set forth about on page 1 of this report.

15. Minimum building lines, easements, notes, conditions, and other matters shown on the Plat for the Property as set forth in Plat Book 4, at Page 171 recorded in the Probate Office of Tuscaloosa County, Alabama.

16. Alabama Power Company right-of-way easement recorded in Deed Book 300, at Page 213 in the Probate Office of Tuscaloosa County, Alabama.

17. City of Northport right-of-way easement recorded in Deed Book 512, at Page 890 in the Probate Office of Tuscaloosa County, Alabama.

REQUIREMENTS:

1) The Judgment listed hereinabove against Margaret Elizabeth Rogers Mills is of record in time and thus superior to any instrument to be taken by the City of Northport, provided said Judgment is still effective, which you should make a part of your due diligence. If still effective, proper extinguishment of said Judgment by payment and satisfaction of the same would be necessary for any City of Northport Instrument to be superior in time.

2) If Affidavits of Death and Heirship, as follows are provided confirming the following, then the ownership may be revised to Delores M. Mills.

- a) Affidavit of Death and Heirship confirming that Harvey Rogers (Sr.), deceased, died on or about September 1, 1980, intestate, leaving no probated Last Will and Testament and leaving as his/her sole heirs at law no persons other than Lucile Rogers, Harvey Rogers, Jr., Audria Rogers, Lugenia Rogers, Margaret Elizabeth Rogers, Willie Nathan Rogers, Margaret Elizabeth Rogers Mills, and Delores M. Mills.
- b) Affidavit of Death and Heirship confirming that Harvey Rogers, Jr., deceased, died on or about April 27, 1989 intestate, leaving no probated Last Will and Testament and leaving as his/her sole heirs at law no persons other than Lucile Rogers, Audria Rogers, Lugenia Rogers, Margaret Elizabeth Rogers Mills, Willie Nathan Rogers, and Delores M. Rogers.
- c) Affidavit of Death and Heirship confirming that Audria Rogers, deceased, died on or about May 11, 1992, intestate, leaving no probated Last Will and Testament and leaving as his/her sole heirs at law no persons other than Lucile Rogers, Lugenia Rogers, Margaret Elizabeth Rogers Mills, Willie Nathan Rogers, and Delores M. Rogers.
- d) Affidavit of Death and Heirship confirming that Margaret Elizabeth Rogers Mills, deceased, died on or about January 3, 2018, intestate, leaving no probated Last Will and Testament and leaving as his/her sole heirs at law no persons other than Delores M. Rogers.

If such Affidavits of Death and Heirship cannot be obtained from two disinterested third

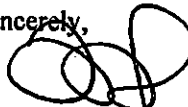
City of Northport
January 26, 2026

parties, it must be assumed that ownership is as set forth above in this report: Delores M. Mills, the heirs at law of Margaret Elizabeth Rogers Mills, heirs at law of Harvey Rogers, Sr., deceased; heirs at law of Harvey Rogers, Jr., deceased; heirs at law of Audria Rogers, deceased.

This Title Report is limited to the matters expressly set forth in this letter. No other opinions beyond the matters expressly stated herein should be concluded by or inferred from this Title Report. This Title Report has an effective date set forth below. This Title Report is furnished to the City of Northport for its sole intended use. The benefit of this Title Report shall not run to any other third party without the express permission of the undersigned attorney. This liability of the undersigned is limited to the amount paid for this Title Report as set forth below.

This Title Report is made effective as of January 12, 2026 @ 8:00 AM.

Sincerely,

A handwritten signature in black ink, appearing to be "Foster C. Arnold", written over the word "Sincerely,".

Foster C. Arnold

Fee Invoiced for Title Report \$450.00

cc: Ronald L. Davis (via email)



February 11, 2026

Delores M. Mills
1410 6th Street
Northport, AL 35476

RE: NOTICE OF UNSAFE STRUCTURE AT – 1002 10th Street
TAX PARCEL I.D. # 63-31-05-15-2-010-048.000

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.

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

Deloris M. Mills
February 11, 2026
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 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

EXHIBIT "A"
CONDEMNATION REPORT

JOB LOCATION: 1002 10th Street
OWNER: Deloris M. Mills

PROPERTY MAINTANANCE CODE

X	Main Dwelling	301
	Accessory Structure	302.7
Foundations:		304.1.1/304.5
X	Foundation Wall Damaged	
	Foundation Piers Damaged	
X	Footings Damaged	
Sill Plates		304.1.1(7)
X	Foundation Sill Rotted	
Floor Joist		304.1.1(9)
X	Floor Joist Sagging	
X	Floor Joist Rotted	
Exterior Wall		304.1.1(10)/304.6
	Weather Boarding Rotted	
X	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
X	Wiring system unsafe	
Sanitation Requirements		308.1/501/505/506
X	No Potable Water	
X	Rubbish under/around Building	
	Improper Plumbing Fixtures	



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 **1002 10th STREET** in the City of Northport, which real property was last assessed for state taxes by **Deloris M. Mills**, 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 **6th** day of **April, 2026**, the Northport City Council will hold a public meeting at City Hall, 3500 McFarland Blvd., Northport, Alabama 35476, to determine whether or not such building(s) or structure(s) is unsafe, dangerous, offensive, or injurious to the public health, comfort or welfare to the extent it is a public nuisance. All parties who wish to object to the Building Inspector's findings may do so by filing a written objection with the City Administrator, P.O. Box 569, Northport, Alabama 35476 and/or by attending said hearing in person. All parties who wish to object to the Building Inspector's findings at said hearing in person must request the same in writing at least five (5) calendar days prior to said hearing.

Tyler Mitchell, Chief Building Inspector



CITY OF NORTHPORT

OWNER: Deloris M. Mills

MAILING ADDRESS: 1410 6TH Street, Northport, AL 35476

LOCATION OF STRUCTURE: 1002 10th Street

FEBRUARY 11, 2026

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.

Tyler Mitchell
BUILDING OFFICIAL









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 ordering demolition of unsafe structures located at 1002 10th Street.

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

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

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. 9.a.2.

MEETING DATE: March 23, 2026

SUBJECT: First Reading, Resolution consenting to the Vacation of Public Right-of-way for a portion of Bridge Avenue

Unfinished Business:

Public Hearing:

New Business: X

First Reading: X

Consent Agenda:

Second Reading:

Prepared By: Kim Braughton

Approved By: Ron Davis

Summary:

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

To vacate a public right-of-way, the Council must adopt a resolution of permanent nature which requires a first reading and second reading. If offered for a first reading tonight, we will bring the resolution back for a second reading and public hearing at your meeting of April 6, 2026.

Recommendation:

That you offer the attached resolution for a first reading.

Funding Source/GL Code:

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

Motion for Consideration:

I move to offer the resolution consenting to the vacation of right-of-way for a portion of Bridge Avenue in the City of Northport for a first reading.

THIS INSTRUMENT PREPARED BY:

Ronald L. Davis, Attorney

City of Northport

3500 McFarland Blvd.

Northport, AL 35476

Sources of Title:

Deed Book 2024, Page 20341

PERMANENT RESOLUTION NO. 26-

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

WHEREAS, Green Acres Capital, LLC is the owner of property located on Bridge Avenue, hereinafter called the Owner(s), duly filed a Declaration of Vacation of Right-of-Way of a property with the City of Northport ("the City") on the 13th day of February, 2025 alleging that they own all the land abutting a certain property in the City of Northport hereinafter described; and

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

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

WHEREAS, on the date and time duly noticed and specified, a public hearing to determine the assent of the vacation and to discern the fair market value of the property was held on April 20, 2026 and the abutting property owners either be present or jointly consent to the same in the Declaration of Vacation or to waive their objection by their absence;

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

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

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

Property Description

Proposed Bridge Avenue Right-of-Way Vacation

Adjacent Property Owner: Green Acres Capital, LLC

Tuscaloosa County, Alabama

A portion of the Bridge Avenue right-of-way, said road having a right-of-way with variable width, lying in the Northwest Quarter of Section 15, Township 21 South, Range 10 West, Tuscaloosa County, Alabama; said right-of-way portion being more particularly described as follows:

As a STARTING POINT, start at a capped rebar found marking the Southeast corner of Lot 1R Old Boy's Club Subdivision, as recorded in Plat Book 2020 at Page 106 in the Probate Records of Tuscaloosa County, Alabama, said point also lying on the Western right-of-way of Bridge Avenue, approximately 55.00' from centerline; thence run in an Southerly direction and along said Western right-of-way for a distance of 159.99' to an iron pipe found marking the POINT OF BEGINNING of the right-of-way portion herein described; thence continue along the previous course for a distance of 218.88' to the point of curvature of a curve having a radius of 30.00' and a delta of 69°46'; thence with an interior angle of 145°06'51" to the chord, run in a Southwesterly direction along said curve for a arc distance of 36.53' (chord distance of 34.32') to a point, said point lying on the Western right-of-way of Bridge Avenue, approximately 75.00' from centerline; thence with an interior angle of 34°58'20" to the chord, run in a Northerly direction and along said Western right-of-way of Bridge Avenue for a distance of 247.03' to a capped rebar set; thence with an interior angle of 89°54'59", run in a Easterly direction and along said Western right-of-way for a distance of 20.00' to the POINT OF BEGINNING, thereby forming an angle of closure of 90°00'00"; said area containing 0.11 acres, more or less

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

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

Owner(s): **Green Acres Capital, LLC**

Fair Market Value: **\$14,795.71**

Publication and other Miscellaneous Costs: **\$745.75**

Total: **\$15,541.46**

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

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

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

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

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

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

RESOLVED AND DONE this 20th day of April 2026.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

By: _____

Jamie Dykes
Its President

ATTEST:

Tera Tubbs
City Administrator

1st Reading: March 23, 2026
Motion By:
2nd Reading: April 20, 2026
Motion By:
Second By:
Publication:

EXHIBIT “A”

“EXHIBIT 1”

This instrument prepared by:
Joseph E. Powell, Esq.
SPRUELL & POWELL, LLC
911 Main Avenue
Northport, Alabama 35476
(205) 345-8755

SOURCE OF TITLE:
DEED BOOK 2024 PAGE 20341

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

DECLARATION OF VACATION OF PUBLIC RIGHT-OF-WAY

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

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

Property Description
Proposed Bridge Avenue Right-of-Way Vacation
Adjacent Property Owner: Green Acres Capital, LLC
Tuscaloosa County, Alabama

A portion of the Bridge Avenue right-of-way, said road having a right-of-way with variable width, lying in the Northwest Quarter of Section 15, Township 21 South, Range 10 West, Tuscaloosa County, Alabama; said right-of-way portion being more particularly described as follows:

As a STARTING POINT, start at a capped rebar found marking the Southeast corner of Lot 1R Old Boy's Club Subdivision, as recorded in Plat Book 2020 at Page 106 in the Probate Records of Tuscaloosa County, Alabama, said point also lying on the Western right-of-way of Bridge Avenue, approximately 55.00' from centerline; thence run in an Southerly direction and along said Western right-of-way for a distance of 159.99' to an iron pipe found marking the POINT OF BEGINNING of the right-of-way portion herein described; thence continue along the previous course for a distance of 218.88' to the point of curvature of a curve having a radius of 30.00' and a delta of 69°46'; thence with an interior angle of 145°06'51" to the chord, run in a Southwesterly direction along said curve for a arc distance of 36.53' (chord distance of 34.32') to a point, said point lying on the Western right-of-way of Bridge Avenue, approximately 75.00' from centerline; thence with an interior angle of 34°58'20" to the chord, run in a Northerly direction and along said Western right-of-way of Bridge Avenue for a distance of 247.03' to a capped rebar set; thence with an interior angle of 89°54'59", run in a Easterly direction and along said Western right-of-way for a distance of 20.00' to the POINT OF BEGINNING, thereby forming an angle of closure of 90°00'00"; said right-of-way portion containing approximately 0.11 acres, more or less.

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

IN WITNESS WHEREOF, the said Green Acres Capital, LLC have set their hand and seal hereto this 13 day of February, 2025.


Green Acres Capital, LLC
Mr. Richard Mayers

STATE OF ALABAMA)
COUNTY OF TUSCALOOSA)

I, Melissa Nolen, a Notary Public in and for said State at Large, hereby certify that Mr. Richard Mayers, whose name is signed to the foregoing document, and who is known to me, acknowledged that being informed of the contents of the document, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 13th day of February, 2025.



Notary Public.

My Commission Expires: 10-25-25



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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:

Permanent Resolution No. 26- [REDACTED] Entitled: Resolution consenting to the Vacation of Public Right-of-Way for a portion of Bridge Avenue in the City of Northport

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 April 20th, 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

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. 9.b.1.

MEETING DATE: March 23, 2026

SUBJECT: Resolution authorizing the City Administrator to execute contract for Legal Services pertaining to AFFF PFAS Litigation

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Kim Braughton

Approved By: Ron Davis

Summary:

This resolution will allow the City Administrator to enter into a contract for Legal Services to allow the City to collect monies from DuPont and 3M for damaging certain municipal public drinking water systems throughout the country. While damages to the Northport drinking water system are minuscule at worst, nonetheless the city may be entitled to receive a portion of these settlement funds. There is no legal downside or no financial downside for the city to participate in this settlement.

Recommendation:

To adopt the resolution.

Funding Source/GL Code:

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

Motion for Consideration:

I move to adopt the resolution authorizing the City Administrator to execute a contract for Legal Services pertaining to AFFF PFAS Litigation.

RESOLUTION NO. 26-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE
CONTRACT FOR LEGAL SERVICES PERTAINING TO AFFF PFAS LITIGATION**

WHEREAS, there is pending a national multidistrict litigation entitled Aqueous Film-Forming Foams Litigation MDL No. 2873 relating to the pending settlements for recovery of costs associated with damages to the public drinking water system and/or public wastewater system against Defendants who manufactured, marketed, distributed, and/or sold aqueous film-forming foam; and

WHEREAS, Defendants 3M and DuPont agree to pay up to \$13.6 billion to settle damage claims of public water suppliers; and

WHEREAS, there is no cost to the city in participating in this settlement distribution even though its drinking water is virtually free of PFAS contamination.

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 on behalf of the City of Northport, the attached contract for Legal Services for AFFF PFAS Litigation.
2. The City Administrator is further authorized to sign any and all documents related to the claim or receipt of any monies as a result of this claim including the signing of a release by the City of these two Defendants.

RESOLVED AND DONE THIS 23rd DAY OF March 2026.

CITY COUNCIL OF THE CITY OF NORTHPORT

Jamie Dykes, Its President

ATTEST:

Tera Tubbs, City Administrator

Reading: March 23, 2026

Motion: _____

Second: _____

Exhibit “A”

**CONTRACT FOR LEGAL SERVICES
AFFF PFAS LITIGATION**

The City of Northport (hereinafter the “Client”) hereby retains, STAG LIUZZA, LLC (through attorney Michael Stag, LLC) and HUIE FERNAMBUCQ & STEWART, LLP (through attorneys Robert M. Girardeau and J. Allen Sydnor, Jr.) (hereinafter the “Attorneys”) for the purpose of providing legal services related to the filing of a civil action and/or claims in Aqueous Film-Forming Foams Litigation MDL No. 2873 (“AFFF”) related to the pending settlements for recovery of costs associated with damages to the public drinking water system and/or public wastewater system against Defendants who manufactured, marketed, distributed, and/or sold aqueous film-forming foam, (hereinafter the “Client’s Claims”).

CLIENT DESIGNATES FOR COMMUNICATION PURPOSES THE FOLLOWING:

Water Department: <u>John Powell Webb</u>	<u>205-242-6853</u>	<u>jwebb@northportal.gov</u>
Name	Telephone	E-mail
Business Matters: <u>Ron Davis</u>	<u>205-339-7000 ext. 221</u>	<u>rdavis@northportal.gov</u>
Name	Telephone	E-mail

Client acknowledges and understands that court ordered deadlines and documentation requirements exist for the pending DuPont and 3M settlements. Client agrees to provide the required documentation and assist in performing testing in a timely manner, sufficient to allow Attorneys time to process and file the settlement claim within the court ordered deadlines. Any failure of Client to comply with the testing and documentation requirements of the settlement may result in forfeiture of the Client’s right to recover money from DuPont, 3M, and future settlements. Documentation requirements and deadlines may further apply to settlements currently pending court approval or approved in the future.

The Client specifically authorizes the Attorneys to undertake negotiations, file suit, file settlement claims, or institute legal proceedings necessary on the Client’s behalf in the AFFF Product Liability Multi-District Litigation. The Client further authorizes the Attorneys to retain and employ the services of any expert, as well as the services of other outside contractors, as the Attorneys deem necessary or expedient in representing the interests of the Client. The Client understands and authorizes Attorneys to share attorney fees with any legal counsel that Attorneys choose to associate to assist with providing the legal services contracted herein.

Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the above-referenced legal proceeding (“Action”) or (b) proceedings before any federal or state administrative or governmental agency, department, or board including, but not limited to, the United States Environmental Protection Agency. Client acknowledges that the Attorneys are not tax, regulatory, or bankruptcy legal experts. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.

The Attorneys are not the attorneys for any matter and officers, agents, employees, attorneys, or consultants of the Client regarding this matter, and shall not become so unless the Attorneys specifically agree in the future in writing to undertake such a representation. The Attorneys will confer, as needed, with such persons to perform the services specified in this Agreement, but no attorney-client relationship shall be created with such persons merely because the Attorneys work with and/or request or receive information from any such persons during their representation of the Client.

The Client has disclosed all potential adverse parties to the Attorneys, and neither the Attorneys nor the Client perceive any conflict of interest in the Attorneys undertaking this engagement on behalf of the Client. If either the Client or the Attorneys, during the representation, receive information indicating that a potential conflict of interest may develop or exist, the Client and the Attorneys agree to bring such information to the immediate attention of the other, and the Attorneys shall proceed to take such steps as may be appropriate in the circumstances.

1. ATTORNEYS' FEES. As compensation for legal services, the Client agrees to pay the Attorneys for legal services rendered and to be rendered on account of the Client's Claims (hereinafter "Attorneys' Fees"). The Attorneys' Fees shall be one-third (1/3) of the Gross Amount Recovered for the Client's Claims. For any recovery made, Client understands and agrees that the total Attorneys' fee will be divided as follows: 25% to HFS and 75% to STAG LIUZZA, LLC.

These Attorneys' Fees shall all be calculated before the deduction of costs and expenses, as set forth in Section 2 herein. "Gross amount recovered" herein means principal, interest, penalties, punitive damages, treble damages, attorney's fees, and all other amounts recovered, or value received, including the value of any structured settlement, future payments, or other relief achieved, whether by settlement, judgment or otherwise. "Constituent claims" herein means any one or more claims of the Client constituting less than the entirety of the Client's Claims, including a partial settlement or judgment with less than all defendants. The Client agrees to pay all costs and expenses, as set forth in Section 2 herein, which, in the event of a successful recovery, shall be deducted from the Client's share of that recovery. The Client acknowledges that multiple lawsuits have been filed relating to the same subject matter as Client's Claims. The Client acknowledges that these suits, including any suit for the Client's Claims, might be removed to a federal court as part of multi-district litigation. Further, the Client acknowledges that the court governing the multi-district litigation might appoint committees of attorneys to litigate common issues of law and fact to facilitate the resolution of those lawsuits for the common benefit of all claimants, including the Client. As a result, the Client might be obliged to pay from any Gross Amount Recovered a share of its recovery to satisfy an assessment of common benefit fees, costs, and expenses in an amount as determined by the court. Neither the Attorneys nor the Client shall have the right, without the written consent of the other, to settle, compromise, release, discontinue, or otherwise dispose of the Client's Claims. **Client shall only pay attorney fees contingent upon a recovery and shall not pay any attorney fees if there is no recovery.**

2. COSTS AND EXPENSES. In addition to paying Attorneys' Fees, in the event of a successful recovery, the Client agrees to reimburse all costs and expenses, as set forth herein only in the event of a recovery, which shall be deducted from the Client's share of that

recovery. Attorneys shall advance all litigation expenses on behalf of Client, and Client shall not be responsible for incurring or reimbursing costs of the litigation even if the amount of recovery is less than the costs incurred. **Client shall only reimburse litigation costs or expenses in the event of a recovery by settlement or judgment.** If no recovery is made, Attorneys shall bear all unreimbursed costs and expenses incurred, and client shall not be liable for any such costs or expenses incurred by Attorneys. Further, if recovery is insufficient to fully reimburse litigation costs, Attorneys shall bear, and Client shall not be liable for, all costs in excess of the amount of recovery. Subject to the foregoing terms, the Client agrees to reimburse the Attorneys' litigation costs and expenses upon receipt of any settlement funds or collected judgment.

The Attorneys shall have the right and authority, without prior approval of the Client, to incur such litigation costs and expenses as may be necessary or advisable in furtherance of Client's Claims. Litigation costs and expenses may include (but are not limited to) the following: filing fees; deposition costs; expert witness fees; transcript costs; witness fees; subpoena costs; sheriff's and service of process fees; trial consultant fees; mock trial costs; shadow jury fees; mediation fees; court costs; trial exhibit costs; copy costs; photographic, electronic or digital evidence production or presentation; investigation fees; travel expenses; and any other case-specific expenses directly related to the representation undertaken. Additionally, the Client specifically authorizes the Attorneys to charge as recoverable costs such items such as: computer legal research charges (e.g. Westlaw and/or Lexis); long distance telephone expenses; postage charges; Federal Express, UPS, and other delivery service charges; internal photocopying at a rate of \$.30 per page; facsimile costs at a rate of \$.25 per page; and mileage and outside courier charges, all of which must be incurred solely for the purposes of the representation undertaken. Finally, the Client acknowledges that Client will not be charged costs and expenses for any overhead costs of the Attorneys' practice, including office rent; utility costs; charges for local telephone service; office supplies; fixed asset expenses; and ordinary secretarial and staff services.

3. NO GUARANTEE. The Client acknowledges that the Attorneys have made no promise or guarantee regarding the outcome of my legal matter. The Client acknowledges that the Client's Claims may be subject to defenses that could lead to dismissal before, at, or after trial, and no recovery. The Client further acknowledge that the Attorneys shall have the right to cancel this agreement and withdraw from this matter if, in the Attorneys' professional opinion, the matter does not have merit, the Client does not have a reasonably good possibility of recovery, the Client refuses to follow the recommendations of the Attorneys, the Client fails to abide by the terms of this agreement, the Client fails to provide requested information or to produce witnesses to appear for deposition or trial, if the Attorneys' continued representation would result in a violation of the Rules of Professional Conduct, or at any other time as permitted under the Rules of Professional Conduct. No guarantee or representation has been made to the Client as to what type or amount of recovery, if any, may be expected on the Client's Claims.

4. ELECTRONIC DATA COMMUNICATION AND STORAGE. In the interest of facilitating our services to the Client, the Attorneys may communicate by facsimile transmission, send data over the internet, store electronic data via computer software applications hosted remotely on the internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to the Client may be transmitted or stored using these methods. The Attorneys may use third-party service providers to store or transmit this data. In using these data communication and storage methods, the Attorneys employ measures designed to

maintain data security. The Attorneys will make reasonable efforts to keep such communications and data access secure in accordance with the Attorneys' obligations under applicable laws and professional standards. The Attorneys also require all the Attorneys' third-party vendors to do the same. However, the Client acknowledges that some information transmitted to the Attorneys will be public records, and the Client has no expectation that public records will be confidential. Client acknowledges that the Attorneys have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors, and the Client consents to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

5. PRIVILEGE. The Client acknowledges that this contract is intended to and does hereby assign, transfer, set over, and deliver unto the Attorneys as its fee for representation of the Client in this matter an interest in the claim(s), the proceeds, or any recovery therefrom under the terms and conditions aforesaid, in accordance with the provisions any state law that applies to this contract.

6. MODIFICATION. It contains the entire and complete understanding between the parties and can only be modified by a written amendment signed by all parties.

7. TERMINATION OF REPRESENTATION. The Client acknowledges that the Client has the right to terminate the representation upon written notice to that effect. The Client acknowledges that Client will be responsible for any contingent attorneys' fees or costs incurred prior to the discharge or termination, based on all the facts and circumstances, including the risk taken by the Attorneys in accepting Client's legal representation on a contingency fee basis. The Client agrees to cooperate with Attorneys and to comply with all reasonable requests of Attorneys. The Client warrants and represents to the Attorneys that all information the Client has provided to, or will in the future provide to, the Attorneys regarding the Client's Claim is true and correct to the best of the Client's knowledge, information, and belief. The Attorneys have the right to withdraw from this representation after giving reasonable notice. If the Attorneys resign, are discharged, or are disqualified or otherwise cease to serve as the Client's legal counsel prior to a settlement or final judgment, then the withdrawing, discharged, or disqualified Attorneys shall receive as compensation for services reasonable fees based on all the facts and circumstances of its representation. At the conclusion of this matter, the Attorneys will retain the Client's legal files for a period of five (5) years after the Attorneys close their files. At the expiration of the five-year period, the Attorneys may destroy these files unless the Client notifies the Attorneys in writing that the Client wishes to take possession of the files. The Attorneys reserve the right to charge administrative fees and costs associated with retrieving, copying, and delivering such files.

8. ENTIRE AGREEMENT. The undersigned representative of Client has read this agreement, a copy of which Client has received, in its entirety, and Client agrees to and understands the terms and conditions set forth herein. Client acknowledges that there are no other terms or oral agreements existing between the Attorneys and Client. This agreement may not be amended or modified in any way without the prior written consent of the Attorneys and the Client.

9. AUTHORITY. Client acknowledges having been advised to and given the full opportunity to obtain independent representation in the making of this agreement and voluntarily

entering into this agreement after such opportunity. The Client representative signing below represents that the Client enters into this agreement with proper authorization and approval under state and local law, and that the Client representative is specifically authorized to execute this agreement.

EFFECT OF SIGNING

Client understands that this is a binding legal document. Client further understands that this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Date

TERA TUBBS, CITY ADMINISTRATOR

Date

**MICHAEL STAG, LLC FOR STAG LIUZZA,
L.L.C.**

Date

ROBERT M. GIRARDEAU FOR HFS



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

AGENDA ITEM NO. 9.b.2.

MEETING DATE: March 23, 2026

SUBJECT: Resolution authorizing the City Administrator to Execute ABC Approval Letter to Spirits, Inc. d/b/a Spirits 1 for Sale of Consumable Hemp Products

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Kim Braughton

Approved By: Kim King

Summary:

Spirits, Inc. d/b/a Spirits 1 has requested approval from the City Council for the sale of consumable hemp products at its store located at 6 McFarland Blvd., Northport. 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 Spirits, Inc. d/b/a Spirits 1 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 an ABC Approval letter for the sale of consumable hemp products in accordance with state regulations to Spirits, Inc. d/b/a Spirits 1.

RESOLUTION NO. 26-

RESOLUTION APPROVING SALE OF CONSUMABLE HEMP PRODUCTS IN ACCORDANCE WITH STATE REGULATIONS FOR SPIRITS, INC. D/B/A SPIRITS 1

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, Spirits, Inc. d/b/a Spirits 1 has operated a retail store, located at 6 McFarland Boulevard, Northport, Alabama 35476 since October 19, 1999; 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 Spirits, Inc. d/b/a Spirits 1 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 Spirits, Inc. d/b/a Spirits 1 for sale of consumable hemp products.
2. Spirits, Inc. d/b/a Spirits 1 is hereby permitted to sell consumable hemp products at 6 McFarland 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 Spirits 1 must comply with all Federal, State, and Local laws that regulate the sale or distribution of such products. Spirits 1 must comply with any applicable health and sanitation codes.
4. Spirits 1 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 23nd DAY OF MARCH 2026.

CITY COUNCIL OF THE CITY OF NORTHPORT

Jamie Dykes, Its President

ATTEST:

Tera Tubbs, City Administrator

Reading: March 23, 2026

Motion: _____

Second: _____



To: The Alabama Alcoholic Beverage Control Board

_____ located at
_____ Northport, AL _____
submitted an application to the City of Northport, AL for the following
type(s) of license(s): _____.

Said application was Approved Disapproved

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

Tera Tubbs
City Administrator

Date

Mayor Dale Phillips • President Jamie Dykes • President Pro Tem Woodrow Washington, III
Councilor Turnley Smith • Councilor Jaime Conger • Councilor Danny C. Higdon

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

AGENDA ITEM NO. 9.b.3.

MEETING DATE: March 23, 2026

SUBJECT: Resolution authorizing a Supplement to the Tax Certificate and Agreement relating to the General Obligation Warrants Series 2023

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Kim Braughton

Approved By: Kim King

Summary:

On April 17, 2023, the City Council authorized the 2023 General Obligation Warrant Series 2023 by Ordinance 2178. This supplement to the Tax Certificate and Agreement does not modify anything related to those bonds. Instead, this supplement will more specifically identify the capital improvements financed with the proceeds of the Warrants.

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 Mayor, City Administrator, and Finance Director to execute a Supplement to the Tax Certificate and Agreement relating to the General Obligation Warrants Series 2023.

RESOLUTION NO. 26-

**RESOLUTION AUTHORIZING A SUPPLEMENT TO THE TAX CERTIFICATE AND
AGREEMENT RELATING TO THE GENERAL OBLIGATION WARRANT SERIES
2023**

WHEREAS, on April 17, 2023, by Ordinance 2178, the City Council authorized the 2023 General Obligation Warrant Series; and

WHEREAS, the City Council desires to supplement the Tax Agreement in certain respects, including more specifically identifying the capital improvements financed with proceeds of the warrants.

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

1. That the Mayor, City Administrator, and Finance Director be authorized to execute the Supplement to the Tax Certificate and Agreement relating to the General Obligation Warrant Series 2023.

RESOLVED AND DONE THIS 23rd DAY OF MARCH 2026.

CITY COUNCIL OF THE CITY OF NORTHPORT

Jamie Dykes, Its President

ATTEST:

Tera Tubbs, City Administrator

Reading: March 23, 2026

Motion: _____

Second: _____



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

AGENDA ITEM NO. 9.b.4.

MEETING DATE: March 23, 2026

SUBJECT: Resolution authorizing the City Administrator to execute a lease agreement with Warrior Baseball for Kentuck Park

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Kim Braughton

Approved By: Kim King

Summary:

This Lease Agreement allows Warrior Baseball to continue using the baseball and softball fields at Kentuck Park to practice and play games.

Recommendation:

Adopt the resolution.

Funding Source/GL Code:

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

Motion for Consideration:

I move to adopt the resolution authorizing the City Administrator to execute a Lease Agreement with Warrior Baseball Association for Kentuck Park.

RESOLUTION NO. 26-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A
LEASE AGREEMENT WITH WARRIOR BASEBALL ASSOCIATION FOR KENTUCK
PARK**

WHEREAS, the Northport City Council wishes to enter a Lease Agreement with
Warrior Baseball Association for Kentuck Park; and

WHEREAS, said agreement will allow Warrior Baseball Association to continue using
the baseball and softball fields at Kentuck Park to practice and play games.

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 Lease Agreement with
Warrior Baseball Association for Kentuck Park.

RESOLVED AND DONE THIS 23rd DAY OF MARCH 2026.

CITY COUNCIL OF THE CITY OF NORTHPORT

Jamie Dykes, Its President

ATTEST:

Tera Tubbs, City Administrator

Reading: March 23, 2026

Motion: _____

Second: _____



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

AGENDA ITEM NO. 9.b.5.

MEETING DATE: March 23, 2026

SUBJECT: Resolution authorizing City Administrator to execute Merchandise Operator Agreement with Prep Baseball for merchandise sales at River Run Park

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Kim Braughton

Approved By: Kim King

Summary:

This agreement allows Prep Baseball to sell merchandise and operate the Park Store(s) at River Run Park.

Recommendation:

Adopt the resolution.

Funding Source/GL Code:

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

Motion for Consideration:

I move to adopt the resolution authorizing the City Administrator to execute Merchandise Operator Agreement with Prep Baseball for merchandise sales at River Run Park.

RESOLUTION NO. 26-

**RESOLUTION AUTHORIZING CITY ADMINISTRATOR TO EXECUTE
MERCHANDISE OPERATOR AGREEMENT WITH PREP BASEBALL FOR
MERCHANDISE SALES AT RIVER RUN PARK**

WHEREAS, the Northport City Council wishes to enter a Merchandise Operator Agreement with Prep Baseball for merchandise sales and operation of the Park Store(s) at River Run Park; and

WHEREAS, said agreement will allow Prep Baseball to sell merchandise at the Park Store(s).

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 Merchandise Operator Agreement with Prep Baseball for merchandise sales and operation of the Park Store(s) at River Run Park.

RESOLVED AND DONE THIS 23rd DAY OF MARCH 2026.

CITY COUNCIL OF THE CITY OF NORTHPORT

Jamie Dykes, Its President

ATTEST:

Tera Tubbs, City Administrator

Reading: March 23, 2026

Motion: _____

Second: _____



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

AGENDA ITEM NO. 9.b.6.

MEETING DATE: March 23, 2026

SUBJECT: Resolution authorizing the City Administrator to execute Real Estate License and Sponsorship Agreement with Baseball Lifestyle 101, LLC for merchandise sales at River Run Park.

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Kim Braughton

Approved By: Kim King

Summary:

This agreement allows Baseball Lifestyle 101, LLC to sell merchandise at River Run Park Store.

Recommendation:

Adopt the resolution.

Funding Source/GL Code:

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

Motion for Consideration:

I move to adopt the resolution authorizing the City Administrator to execute Real Estate License and Sponsorship Agreement with Baseball Lifestyle 101, LLC for merchandise sales at River Run Park.

RESOLUTION NO. 26-

RESOLUTION AUTHORIZING CITY ADMINISTRATOR TO EXECUTE REAL ESTATE LICENSE AND SPONSORSHIP AGREEMENT WITH BASEBALL LIFESTYLE 101, LLC FOR MERCHANDISE SALES AT RIVER RUN PARK

WHEREAS, the Northport City Council wishes to enter a Real Estate License and Sponsorship Agreement with Baseball Lifestyle 101, LLC; and

WHEREAS, said agreement will allow Baseball Lifestyle 101, LLC to sell merchandise at River Run Park Store.

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 Real Estate License and Sponsorship Agreement with Baseball Lifestyle 101, LLC for merchandise sales at River Run Park.

RESOLVED AND DONE THIS 23rd DAY OF MARCH 2026.

CITY COUNCIL OF THE CITY OF NORTHPORT

Jamie Dykes, Its President

ATTEST:

Tera Tubbs, City Administrator

Reading: March 23, 2026

Motion: _____

Second: _____

EXHIBIT “A”

REAL ESTATE LICENSE & SPONSORSHIP AGREEMENT

This REAL ESTATE LICENSE & SPONSORSHIP AGREEMENT ("Agreement") is made as of February __, 2026 ("Effective Date"), by and between the City of Northport, Alabama ("Licensor"), and Baseball Lifestyle 101 LLC, a Delaware limited liability company, with an address of 70 Carolyn Blvd., Farmingdale, NY 11735 ("Licensee").

WHEREAS, Licensor is the City of Northport, owner and operator of the sports and tournament complex known as River Run Park, located in Northport, Alabama ("Property") by way of a written agreement between Licensor and the City of Northport;

WHEREAS, the City of Northport has approved its entering into this Agreement; and

WHEREAS, Licensor desires to grant Licensee a limited license to operate a retail merchandise location within the Property and provide certain sponsorship and signage rights, and Licensee desires to accept such license, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. LICENSE GRANT

Licensor hereby grants to Licensee an exclusive license to operate a retail merchandise location in Building E of the Property as shown on Schedule A attached hereto ("Licensed Area"). This Agreement is a license only and does not create a lease, tenancy, or any real property interest. Additionally, Licensee and its employees, agents and invitees are authorized to use (for their intended purpose) all public areas in and about the Property which are used in common with others, such as lobbies, hallways, elevators, stairways, restrooms, delivery areas, and parking areas (collectively, the "Common Areas"). Licensee shall provide Licensee with keys to the Licensed Area and the gates to the Property, and Licensee shall have the right of access to the Licensed Area and Common Areas at all times when the Property is not closed.

Licensee shall be permitted to, at its sole cost and expense, to bring onto the Licensed Area such trade fixtures, equipment, furnishings, and other personal property as are reasonably necessary for Licensee's business operations ("Licensee Property"). All Licensee Property shall remain the sole property of Licensee and shall not become a fixture or part of the Licensed Area, regardless of the manner in which it is installed or affixed. Upon the expiration or earlier termination of this License, Licensee shall remove all Licensee Property, and Licensee shall repair any material damage to the Licensed Area caused by such removal.

2. PERMITTED USE

Licensee may use the Licensed Area solely for the retail sale of Baseball Lifestyle 101 branded apparel, accessories, headwear, and related merchandise. Licensor shall use commercially reasonable efforts not to interfere with the business operations of Licensee. Licensee shall be permitted to operate the Licensed Area during its own set hours of operations on any day of the week during the License Period, and will communicate said hours of operation with the park operator.

3. LICENSE TERM

The term of this Agreement shall be for one (1) year commencing on the Commencement Date and expiring twelve (12) months thereafter ("License Term"). The Commencement Date shall be the earlier of (i) the date Licensee opens for business or (ii) the first date sales are conducted at the Licensed Area.

4. LICENSE FEE AND SPONSORSHIP CONSIDERATION

(a) Base License & Sponsorship Fee

Licensee shall pay Licensor a total annual license and sponsorship fee of Thirty-Five Thousand Dollars (\$35,000.00) ("Annual Fee"), payable in equal monthly installments of \$2,916.67.

(b) Percentage Fee

In addition to the Annual Fee, Licensee shall pay Licensor fifteen percent (15%) of Gross Sales exceeding One Hundred Fifty Thousand Dollars (\$150,000.00) during the License Term. Any Percentage Fee due shall be paid within thirty (30) days following expiration of the License Term.

5. GROSS SALES

"Gross Sales" means the total amount of all sales made by Licensee from the Licensed Area, minus sales tax collected, adjustments, discounts, returns, and refunds.

6. SIGNAGE AND BRANDING RIGHTS

(a) Entrance Signage

Licensor shall permit Licensee to install and maintain a sign on the River Run Park main entrance sign, subject to Licensor's size, placement, and design approval, which approval shall not be unreasonably withheld.

(b) Storefront Exterior Signage

Licensee shall be permitted to install signage on the storefront of the Licensed Area, subject to Licensor approval, which approval shall not be unreasonably withheld and applicable codes.

7. IMPROVEMENTS AND RENOVATIONS

Licensee shall be permitted to perform reasonable interior renovations and improvements to the Licensed Area, subject to prior written approval by Licensor, which approval shall not be unreasonably withheld. All renovations shall comply with applicable laws and Property standards and shall be performed at Licensee's sole cost.

8. SALES REPORTING AND AUDIT

Licensee shall provide Licensor with a written Gross Sales report within thirty (30) days following the end of the License Term. Licensor shall have reasonable audit rights upon prior notice, not more than once per License Term, those records and books related to sales at the Licensed Area under this Agreement.

9. UTILITIES AND TAXES

Licensee shall be responsible for payment of all sales taxes related to its own sales and any utilities separately and solely metered to the Licensed Area. Licensor shall provide electric and HVAC services to the Licensed Area.

10. INSURANCE AND INDEMNITY

Licensee shall maintain commercially reasonable general liability insurance naming Licensor as an additional insured. The Licensor and the Licensee shall indemnify, defend, save, and hold harmless the other party, and its shareholders, officers, directors, members, managers, partners, employees, agents, affiliates, successors, and permitted assigns (collectively, the "Indemnified Parties") against all claims, losses, suits, actions, and demands to the extent arising out of any injury to or death of any person, or damage to or loss of property, or any other thing occurring on or about any part of the Property, or in any manner growing out of, resulting from or connected with the use, condition or occupancy of the Licensed Area but only to the extent caused by any negligent or wrongful act or omission of the Indemnifying Party or its agents, partners, contractors, employees, permitted assigns, licensees, sublessees, invitees, or any other person or entity for whose conduct the Indemnifying Party is legally responsible.

11. TERMINATION

Either party may terminate this Agreement upon written notice if the other party materially breaches this Agreement and fails to cure such breach within ten (10) days of such written notice.

12. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Alabama. Licensor shall comply with all laws, ordinances, and regulations relative to use and operation of the Property and Licensee shall comply with all laws, ordinances, and regulations relative to its business operations at the Licensed Area.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date first written above.

LICENSOR:

City of Northport

By: _____

Name: Tera Tubbs

Title: City Administrator

Date:

LICENSEE:

Baseball Lifestyle 101 LLC

Joshua Shapiro

By:  SIGN 193YV5VY-4K68ZJR8

Name: Josh Shapiro

Title: President / CEO

Date: 03/17/2026

SCHEDULE A

Building E below:





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

AGENDA ITEM NO. 9.b.7.

MEETING DATE: March 23, 2026

SUBJECT: Resolution Authorizing the City Administrator to Execute a Memorandum of Understanding with the Alabama Department of Conservation and Natural Resources for Funds for Engineering and Design Services for a Fishing Facility 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 of Northport is requesting the City Council authorize the City Administrator to execute a Memorandum of Understanding with the Alabama Department of Conservation and Natural Resources (ADCNR) for a Fishing Facility at Northport Shore. The City of Northport desires to develop a fishing tournament facility, with the support of the U.S. Army Corps of Engineers, to construct a public pavilion, restrooms, weighing facilities, a parking lot, and related capital improvements. ADCNR wishes to contribute \$150,000.00 to offset the costs directly associated with the design and engineering of the boating access project in order to collaborate with the City of Northport. This will promote and expand local fishing and recreational opportunities and support responsible stewardship of Alabama's waterways. The scope of the services from the City of Northport will be to utilize the funding to contribute to the cost of engineering and design services of the fishing tournament component (boating access), received from ADCNR, not to exceed \$150,000.00. The term of the agreement shall be in effect until February 1, 2027, unless otherwise amended.

Recommendation:

That the requested resolution be approved

Funding Source/GL Code:

GL Code No. 01-32-600-80001 Amount: \$150,000.00

Motion for Consideration:

I move that the City Council authorize the City Administrator to Execute A Memorandum of Understanding with the Alabama Department of Conservation and Natural Resources for a Fishing Facility at Northport Shore.

RESOLUTION NO. 26-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A
MEMORANDUM OF UNDERSTANDING WITH THE ALABAMA DEPARTMENT OF
CONSERVATION AND NATURAL RESOURCES FOR FISHING FACILITY AT
NORTHPORT SHORE**

WHEREAS, the City of Northport is requesting the City Council authorize the City Administrator to execute a Memorandum of Understanding with the Alabama Department of Conservation and Natural Resources (ADCNR) for a Fishing Facility at Northport Shore; and,

WHEREAS, the City of Northport desires to develop a fishing tournament facility, with the support of the U.S. Army Corps of Engineers, to construct a public pavilion, restrooms, weighing facilities, a parking lot, and related capital improvements; and,

WHEREAS, ADCNR wishes to contribute \$150,000.00 to offset the costs directly associated with the design and engineering of the boating access project to collaborate with the City of Northport. This will promote and expand local fishing and recreational opportunities and support responsible stewardship of Alabama's waterways; and,

WHEREAS, the scope of the services from the City of Northport will be to utilize the funding to contribute to the cost of engineering and design services of the fishing tournament component (boating access), received from ADCNR, not to exceed \$150,000.00; and,

WHEREAS, the term of the agreement shall be in effect until February 1, 2027, unless otherwise amended.

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 a Memorandum of Understanding with the Alabama Department of Conservation and Natural Resources for a Fishing Facility at Northport Shore, not exceed \$150,000.00.

RESOLVED AND DONE THIS 23rd DAY OF March 2026.

CITY COUNCIL OF THE CITY OF NORTHPORT

Jamie Dykes, Its President

ATTEST:

Tera Tubbs, City Administrator

Reading: March 23, 2026

Motion: _____

Second: _____

STATE OF ALABAMA)

MONTGOMERY COUNTY)

MEMORANDUM OF UNDERSTANDING
between
THE ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
and
THE CITY OF NORTHPORT

This Memorandum of Understanding (hereinafter referred to as the “Agreement”) is made by and between the ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES, hereinafter called “ADCNR” and the CITY OF NORTHPORT, ALABAMA, hereinafter also called the CITY. ADCNR and CITY are hereinafter collectively referred to as the “Parties.” This Agreement becomes effective upon the date of the last signature affixed below, and sets forth as follows:

I. PURPOSE AND SCOPE.

WHEREAS, ADCNR, pursuant to the statutory charge set forth in Alabama Code Section 9-2-2(5), is authorized to enter into cooperative agreements with respect to matters under its jurisdiction; and

WHEREAS, ADCNR maintains, through its Wildlife and Freshwater Fisheries Division, a program for the development of public boat landing facilities to provide access to Alabama’s waterways for hunters, anglers, recreational boaters throughout the State of Alabama; and

WHEREAS, ADCNR, through its Commissioner of Conservation and Natural Resources, administers the *Innovate Alabama Boating Access Funds Program*, established to enhance and fund public boating access and related infrastructure projects; and

WHEREAS the CITY OF NORTHPORT desires to develop a fishing tournament facility, with the support of the U.S. Army Corps of Engineers, and construct a public pavilion, restrooms, weighing facilities, a parking lot, and related capital improvements for these purposes, and submitted a proposal to ADCNR outlining same (Exhibit A); and

WHEREAS, ADCNR wishes to contribute certain funds to offset the costs directly associated with the design and engineering of the boating access project in order to collaborate with the CITY OF NORTHPORT to promote and expand local fishing and recreational opportunities and to support responsible stewardship of Alabama’s waterways; and

NOW THEREFORE, in consideration of the Parties’ shared goals and objectives, the Parties mutually agree to the following terms and conditions:

II. SCOPE OF SERVICES.

1. CITY agrees to:

- (a) Exclusively to be used for the purpose of contributing to the costs of the engineering and design services of the fishing tournament component (boating access), receive from ADCNR an amount not to exceed \$150,000 (one hundred fifty thousand dollars) to offset the costs directly associated with the design and engineering component of the project. Upon approval of the final design and subsequent completion of construction, these funds shall be considered fully earned.
- (b) Submit to ADCNR an Invoice on or before September 30, 2026, on official letterhead and duly signed, in the amount not to exceed \$150,000 (one hundred fifty thousand dollars).
- (c) Assume full legal responsibility for ensuring project is exclusively used for the public purposes outlined herein and properly maintained throughout its useful life.
- (d) Reference the *Alabama Department of Conservation and Natural Resources* and the *Innovate Alabama Boating Access Funds Program* in all publicity materials and press releases related to this matter, and provide advance written notice to ADCNR of any promotional events such as ribbon-cutting activities.
- (e) REPORTING. Provide periodic updates to ADCNR on the status of the project.
- (f) Protect, maintain, and preserve the property using recognized conservation best practices in accordance with applicable federal, state, and local laws.
- (g) Secure and maintain all required, existing and future, licenses, permits, permissions, and approvals from federal, state, and local governmental agencies.

2. ADCNR agrees to:

- (a) Transfer funds, in an amount not to exceed \$150,000 (one hundred fifty thousand dollars) to the CITY upon receipt of the Invoice, based on available funding from the *Innovate Alabama Boating Access Funds Program*, for the purpose of contributing to the costs of the engineering and design services of the fishing tournament component (boating access).

III. TERM AND TERMINATION.

- 1. This Agreement shall be in effect on the date of the last signature affixed below, until **February 1, 2027**, unless terminated earlier as provided herein, and subject to extension upon agreement of the Parties.

2. This Agreement may be terminated by a writing signed by each Party or representatives of each Party. ADCNR may terminate this Agreement with thirty (30) days written notice to CITY OF NORTHPORT shall promptly return to ADCNR any unspent funds provided under this Agreement.

IV. STANDARD STATE CLAUSES.

1. NON-ASSIGNABILITY/NON-DELEGATION. This Agreement may not be assigned or otherwise transferred, or its duties delegated, without the express written consent of the Parties.
2. AUTHORITY TO EXECUTE. CITY warrants that it has the lawful authority to execute this Agreement.
3. AMENDMENT. This Agreement may not be amended or otherwise altered or transferred without the express written consent of the Parties.
4. AVAILABILITY OF FUNDS. It is expressly understood and mutually agreed that any commitment of funds herein shall be contingent upon the receipt and availability of funds under the program for which this Agreement is awarded.
5. NOT A DEBT OF THE STATE. It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then that conflicting provision in the contract shall be deemed null and void.
6. NOT ENTITLED TO MERIT SYSTEM: CITY understands and agrees that it is not hereby entitled to any benefits of the Alabama State Merit System solely by virtue of this Agreement.
7. ALTERNATIVE DISPUTE RESOLUTION: In the event of any dispute between the parties, senior officials of both Parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involve the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.
8. IMMIGRATION: By signing this Agreement, Parties affirm, for the duration of the Agreement, that it 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, CITY, if 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.
9. COMPLIANCE WITH LAWS: The CITY agrees to comply with all applicable laws, ordinances, regulations, and codes of the federal, state, and local governments in conducting activities pursuant to this Agreement.
10. RELEASE: To the extent allowed by law and without waiving its sovereign immunity, CITY understands and agrees to release ADCNR and related parties from liability and hereby waives its right to sue such entities regarding any and all claims resulting in economic loss or other damage as a result of or related in any way to the Agreement.
11. SEVERABILITY: Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby, and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.
12. NO BOYCOTT: In compliance with Act 2016-312, CITY hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade. In compliance with Ala. Act No. 2023-409, by signing this Agreement, CITY

provides written verification that the CITY, without violating controlling law or regulation, does not and will not, during the term of the Agreement engage in economic boycotts as the term “economic boycott” is defined in Section 1 of the Act.

13. **NON-APPROPRIATION AND PRORATION:** As applicable, when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled, and, to the extent permissible by law, the supplier shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract. To the extent permissible by law, this cost of cancellation may be paid from any appropriations available for that purpose. In the event that proration of appropriated funds from which the State is to pay the supplier is declared by the Governor pursuant to Section 41-4-90 of the Code of Alabama, the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract to extend or change payment terms or amounts, or terminating the contract. In all circumstances, it is agreed that the terms and commitments of this contract shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama, as amended.
14. **FORCE MAJEURE:** In the case of a Force Majeure Event as defined herein, ADCNR reserves the right to immediately terminate the Agreement without prior notice. Should this occur, neither party shall be liable for or be considered in breach of this Agreement due to any failure to perform its obligations as a result of a cause beyond its control, including, without limitation: (i) acts of God; (ii) flood, fire or explosion; (iii) actions, embargoes, quarantines or blockades in effect on or after the date of this Agreement; (iv) national, state, or regional emergency, whether ongoing or occurring on or after the date of this Agreement; (v) public health emergencies, outbreak, epidemic or pandemic, whether ongoing or occurring on or after the date of this Agreement, including, without limitation, COVID-19; or (vi) any other event which is beyond the reasonable control of such party (each of the foregoing, a “Force Majeure Event”).
15. **RESERVATION OF RIGHTS:** Except as otherwise expressly provided in this Agreement, ADCNR expressly reserves any and all rights and remedies available to it.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on this the ____ day of _____ 202____.

ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES:

Christopher M. Blankenship, Commissioner

Date:

CITY OF NORTHPORT, ALABAMA:

Title:

Date:

STATE OF ALABAMA)
MONTGOMERY COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Christopher M. Blankenship, whose name as Commissioner of the DEPARTMENT of Conservation and Natural Resources of the State of Alabama, is signed to the foregoing instrument and who is known to me, acknowledge before me on this day that, being informed of the contents of the within instrument, he, as such Commissioner of the DEPARTMENT of Conservation and Natural Resources and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the _____ day of _____, 202__.

Notary Public

STATE OF ALABAMA)
_____ COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that _____ whose name as _____ of _____ 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/she in his/her capacity as such officer and with full authority executed the same voluntarily for and as the act of said entity on the day the same bears date.

Given under my hand and seal this the _____ day of _____, 202_____.

Notary Public



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

AGENDA ITEM NO. 9.b.8.

MEETING DATE: March 23, 2026

SUBJECT: Resolution Authorizing the City Administrator to Execute a Master Service Agreement and Task Order Directive No. 1 and No.2 with TTL, Inc. for the City of Northport Tournament Fishing Facility at Northport Shore

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Morgan Stuart

Approved By: Brad Matthews

Summary:

A proposal has been received from TTL, Inc. for a Master Service Agreement for the City of Northport Fishing Facility with Task Order Directive No. 1 and No. 2. The scope of the master service agreement includes project management, environmental and permitting services, design phase services, and bid and construction phase services for the City of Northport Tournament Fishing Facility at Northport Shore. Task Order Directive No. 1 will include project management in the amount of \$110,000.00 and Task Order Directive No. 2 will include environmental and permitting services in the amount of \$40,000.00 for a total of \$150,000. Fees up to \$150,000 for these services are eligible for reimbursement under a Memorandum of Understanding Agreement between the City of Northport and the Alabama Department of Conservation and Natural Resources.

Recommendation:

That the requested resolution be approved.

Funding Source/GL Code:

GL Code No. 01-32-600-80001 Amount: \$150,000.00

Motion for Consideration:

I move that the City Council authorize the City Administrator to Execute a Master Service Agreement and Task Order Directive No. 1 and 2 with TTL, Inc. for the City of Northport Tournament Fishing Facility in the amount of \$150,000.

RESOLUTION NO. 26-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A
MASTER SERVICE AGREEMENT AND TASK ORDER DIRECTIVE NO.1 AND NO. 2
WITH TTL, INC. FOR THE CITY OF NORTHPORT TOURNAMENT FISHING
FACILITY**

WHEREAS, a proposal has been received from TTL, Inc. for a Master Service Agreement for the City of Northport Fishing Facility with Task Order Directive No. 1 and 2; and,

WHEREAS, the scope of the master service agreement includes project management, environmental and permitting services, design phase services, and bid and construction phase services for the City of Northport Tournament Fishing Facility at Northport Shore; and,

WHEREAS, Task Order Directive No. 1 will include project management in the amount of \$110,000.00; and,

WHEREAS, Task Order Directive No. 2 will include environmental and permitting services in the amount of \$40,000.00; and,

WHEREAS, the funding will not exceed a total of \$150,000.00 and is eligible for reimbursement under a Memorandum of Understanding between the City of Northport and the Alabama Department of Conservation and Natural Resources.

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 enter into a Master Service Agreement and Task Order Directive No. 1 and No. 2 with TTL, Inc. for the City of Northport Tournament Fishing Facility, in the amount of \$150,000.

RESOLVED AND DONE THIS 23rd DAY OF March 2026.

CITY COUNCIL OF THE CITY OF NORTHPORT

Jamie Dykes, Its President

ATTEST:

Tera Tubbs, City Administrator

Reading: [REDACTED], 2026

Motion: _____

Second: _____



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

March 13, 2026

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

**RE: *Master Services Agreement
The City of Northport Tournament Fishing Facility
at Northport Shore
City of Northport, Alabama***

Dear Ms. Tubbs:

We are writing to provide a Scope of Services for a Master Services Agreement (MSA) for professional services for the above referenced project. The proposed scope of services to be provided includes project management, environmental and permitting services, design phase services, and bid and construction phase services for the City of Northport Tournament Fishing Facility at Northport Shore. The following contains a general location of the development and the proposed scope of services.

Tournament Fishing Facility

This proposed fishing facility development is located at the existing U.S. Army Corps of Engineers (USACE) Oliver Dam Boat Landing. The development area includes USACE owned property to the west of the existing USACE Oliver Dam office entrance drive and southwest of existing River Run Park. The project limits defined in more detail encompasses the discharge from Mill Creek to the Black Warrior River on the western limits, includes the existing boat landing and parking lot and area directly north of this location, and extends east tying into the existing Oliver Dam Road at the USACE Oliver Dam office driveway. There shall be increased vehicle and boat trailer parking, expanded boat launch ramps, expanded floating pier for tying up, dredging of the sleugh at the boat launch ramps, removal of the land mass between Mill Creek and the boat launch ramp, restroom improvements, site and parking lot lighting, landscaping and irrigation, etc. There shall be trail connectivity to the adjacent City owned property to the north/northeast tying this facility to the River Run Park trail network via perimeter development. The total development area is approximately 20 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 Tournament Fishing Facility 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 master planning to meet anticipated budgets for implementation. This task will include coordination and assistance for potential funding sources to be applied to the development of the project or portions of the project 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 Tournament Fishing Facility 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), Coast Guard, Alabama Department of Conservation and Natural Resources (ADCNR) 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 Tournament Fishing Facility at Northport Shore. 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, bathymetric, LiDar, 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, 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/or 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 Tournament Fishing Facility at Northport Shore. 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 record drawings, 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.

FEE PROPOSAL

Our proposed initial fee schedule is listed below. These fees are initial budgets provided for beginning 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 part of amended Task Order fees.

MASTER SERVICES AGREEMENT:	INITIAL FEE
Task Order Directive No. 1	\$110,000.00
Task Order Directive No. 2	\$40,000.00
Task Order Directive No. 3	\$0.00
Task Order Directive No. 4	\$0.00
Total:	\$ 150,000.00

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

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.



Frank E. Summers, PE
Vice President



M. Bradley Porter, PE
Regional Design Manager

cc: File

attachments: Concept Master Plans
2026 Hourly Rate Table

Scope Map



Exhibit "B"

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.

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

**MASTER AGREEMENT TO FURNISH THE CITY OF NORTHPORT,
ALABAMA ENGINEERING SERVICES FOR CITY OF NORTHPORT TOURNAMENT FISHING FACILITY AT
NORTHPORT SHORE
AND RELATED SERVICES BY TASK ORDER DIRECTIVE NO.1 AND 2**

WHEREAS, the City of Northport ("City") desires to enter into an agreement with TTL, Inc. ("Engineer"), whereby Engineer will provide engineering services for the City of Northport Tournament Fishing Facility at Northport Shore, and,

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

THIS AGREEMENT is made and entered into on this the [date] day of [month], [year], 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., a professional Engineering Firm, located at 3200 Rice Mine Road NE, Tuscaloosa, AL 35406, hereinafter referred to as the "ENGINEER," whereby the ENGINEER will provide certain consulting, engineering and related services to the OWNER in the form of studies, evaluations, inspections and reports, and designs as described herein by 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 but not necessarily limited to studies, investigations, surveys, evaluations, assessments, consultations, reviews, inspections, recommendations and reports, and designs to be provided by the ENGINEER to the OWNER, are generally described as follows:

The ultimate goal of this project is to:

The proposed scope of services to be provided includes project management, environmental and permitting services, design phase services, and bid and construction phase services for the City of Northport Tournament Fishing Facility at Northport Shore.

TOD No. 1:

The proposed scope of services for Task Order Directive No. 1 includes project management, environmental and permitting services, design phase services, and bid and construction phase services for the City of Northport Tournament Fishing Facility at Northport Shore.

TOD No.2:

The proposed scope of services for Task Order Directive No. 2 includes site and document review, site assessment, project scope considerations, and consultation with relevant agencies requiring coordination, documentation, and permitting for implementation of the Tournament Fishing Facility at Northport Shore.

Additional Services

The Scope of Services, as specified in this Article, consists of descriptions of specific tasks to be performed by ENGINEER. However, the performance of any of the services must be authorized by a written Task Order Directive (TOD), executed by both parties. It is understood by and between the parties hereto that this agreement in and of itself, without subsequent Task Order Directives, does not obligate either party to perform services or pay consideration of any kind; rather this agreement establishes the basic contractual foundation and parameters of agreement between the parties to facilitate and govern the performance of subsequent TOD services by ENGINEER. This agreement therefore sets forth the basic tenets for the provisions of any such services once a TOD has been authorized.

In order for the ENGINEER to be authorized by the OWNER to proceed with the provision of any services as specified in Exhibit "A," the ENGINEER's representative must receive and execute a written Task Order Directive (TOD) from the OWNER, executed by the City Administrator on behalf of the OWNER. The TOD shall be an instruction from the OWNER to the ENGINEER to provide the service in regard to a given task and referencing and/or modifying services enumerated in Exhibit "A." The ENGINEER will commence to provide the services to the OWNER for the specified task identified in the TOD.

Unless and until the ENGINEER receives a Task Order Directive (TOD) in regard to performing services for a specific task enumerated in Exhibit "A," it shall not provide any such services. All Task Order Directives shall be in writing. A TOD can modify and amend the scope of any particular service from that specified in Exhibit "A," but cannot amend a term or condition in the master agreement, unless specifically agreed to by both parties pursuant to the TOD.

Provided; however, nothing herein contained shall obligate the OWNER to authorize or direct the ENGINEER to perform any given task. The OWNER expressly reserves the right and privilege to elect not to have a task or service performed, to have such task or service performed by its own forces, or to contract separately and independently with other firms or entities for any service or task or combination thereof as may be enumerated in Exhibit "A" or otherwise.

ARTICLE 2. BASIS OF COMPENSATION

As consideration for providing the services referenced in Article 1, the OWNER shall pay the ENGINEER in the following manner:

A. COMPENSATION

On each authorized Task Order Directive (TOD) the ENGINEER will receive, for providing the services described in the TOD, compensation at the Hourly Per Diem Rate Schedule (Hourly Rate) reflected in Exhibit "C" plus expenses, subject to the maximums stated in each TOD.

Hourly rates are to be billed at fifteen (15) minute increments. For example, if a task were to consume 25 minutes, it will be billed as 30 minutes. For ENGINEERS with offices more than 30

miles from the corporate limits of the City of Northport, travel time will be billed as part of compensation but at no more than eighty percent (80%) of actual travel time from ENGINEER's offices to OWNER's designated sites.

The amount invoiced each month will be in accordance with the Hourly Rate Schedule reflected in Exhibit "C" plus expenses incurred for the Project. Upon OWNER's request, when billing for services to be compensated on an hourly rate basis, ENGINEER shall submit timesheets or other documentation satisfactory to OWNER to support said fee. The hourly rate shall only be charged while the ENGINEER is actively providing services.

Hourly rates are defined as those rates charged for work directly performed on the Project by ENGINEER at the indicated labor classifications of ENGINEER as set forth in Exhibit "C." These rates encompass all elements of compensation, expense and reimbursement including but not limited to profit, salary cost, general overhead, general overhead cost, payroll burden, indirect expenses, computing systems, special health and safety requirements of the Occupational Safety and Health Administration (OSHA), and telecommunications services, but not direct expenses and are subject to annual calendar year adjustments not to exceed the Consumer Price Index.

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

B. DIRECT EXPENSES

That the ENGINEER's Direct Expenses are defined as the reasonable costs incurred on or directly for the PROJECT by the ENGINEER, other than the per diem hourly rate (as defined hereinbefore). Such Direct Expenses shall be computed on the basis of actual purchase price for items obtained from commercial sources and on the basis of usual commercial charges for items provided by the ENGINEER. Direct Expenses shall include, but not be limited to reasonable expenses for: necessary transportation costs, including mileage when the ENGINEER's own automobiles are used; meals and lodging; laboratory tests and analyses; computer services; telephone; printing; binding; and all costs associated with subconsultants, and other outside services and facilities. Meals and lodging and transportation costs shall be in accordance with the current reimbursement policy used by the OWNER's personnel.

C. COST ADJUSTMENT

- (1) The ENGINEER will complete the work described in any TOD within the maximum cost established therein. The ENGINEER shall keep the OWNER informed of all progress on each TOD. The ENGINEER shall keep the OWNER advised as the work proceeds regarding any factors, occurrences, or developments that may necessitate modifications, or revisions of the services of the TOD.
- (2) In the event that services stated in the Scope of Services for the TOD cannot, in the ENGINEER's opinion, be completed within the maximum cost specified therein, the ENGINEER will inform the OWNER in a timely manner of the additional estimated amounts considered necessary to complete the services as may be added in scope by mutual agreement, so that a new total cost may be authorized by the OWNER through an Amendment to the TOD.
- (3) Basis of Costs: The compensation listed herein at Article 2, Subsection A, is based on performing services during the calendar years 2026. Should the services authorized by a TOD be delayed beyond completion date because of circumstances beyond the control of the ENGINEER, the basis of payment may be renegotiated to provide for additional costs of services through an Amendment to this AGREEMENT or TOD as applicable.
- (4) Suspension, Delay, or Interruption of Work: The OWNER may suspend, delay, or interrupt the work of the ENGINEER or any of ENGINEER's subconsultants on any or all TODs for the convenience of the OWNER or for reasons beyond the control of the OWNER or ENGINEER

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

D. LITIGATION ASSISTANCE

The scope and extent of services to be provided under this AGREEMENT does not include costs of the ENGINEER for required or requested assistance to exclusively or directly support, bring, defend, or assist in litigation undertaken or defended by the OWNER, except for suits or claims between the parties to this AGREEMENT. However, documents, studies, any data or information or any instrument of service otherwise resulting from the performance of any TOD by the ENGINEER may be utilized by the OWNER in bringing, defending, or otherwise assisting in litigation undertaken or defended by the OWNER without any additional costs to the OWNER.

All additional litigation assistance services requested by the OWNER or the ENGINEER will be provided pursuant to a separate TOD and shall be paid for on a cost reimbursable basis as described in Article 2.

Payment for such services shall be made in conformance with Article 3.

E. TIME OF COMPLETION; LIQUIDATED DAMAGES

The ENGINEER will complete the work described in any TOD and provide final instruments of service to OWNER within the time as stated in the TOD. The ENGINEER shall keep the OWNER informed of all progress on each TOD. The ENGINEER shall keep the OWNER advised as the work proceeds regarding any factors, occurrences, or developments that may necessitate modifications or revisions of the services of the TOD.

Time is of the essence. ENGINEER shall complete the work within the timeframe as stated herein. ENGINEER agrees to pay OWNER liquidated damages in the sum of Two Hundred Fifty (\$250.00) Dollars per business day beyond a specified date that the work on any phase of the project for which the ENGINEER has contracted with the OWNER remains substantially or partially uncompleted if attributable in whole to the ENGINEER. It is understood that the OWNER and/or others may supply ENGINEER with necessary information and/or data, and that ENGINEER will rely on such information, regarding integrity and timeliness. Should delays beyond ENGINEER's control occur, (e.g. delay in data), ENGINEER will not be responsible for payment of liquidated damages to the OWNER.

The above provisions are contingent upon persons or agencies, not under the ENGINEER's control, furnishing or completing reviews, approvals, information, and work in conformance with the schedule to be prepared by the ENGINEER.

F. COST LIMITATION FOR TASK

Each TOD will specify a maximum cost limitation or not-to-exceed amount for the cost of the services authorized to be performed by ENGINEER for OWNER. This ceiling is a maximum amount the OWNER will pay and the ENGINEER will accept for the performance of the services in regard to the given Task Order.

Directive. The ENGINEER is not obligated to incur costs in excess of such ceiling or maximum nor is the OWNER obligated to pay ENGINEER in excess of the ceiling or maximum.

Provided; however, in the event the maximum cost limitation is not reached for any given TOD that the ENGINEER has performed, or in the event the OWNER elects not to fully perform a given TOD and the parties desire to exceed any other ceiling or maximum for an authorized TOD by electing to have performed additional services, then such ceiling or maximum may be elevated by an amount not to exceed the amount not otherwise expended on the completed TOD or TOD not fully performed.

Provided; further, however, such exceeding of a maximum for a given TOD pursuant to the provisions hereof may only be performed by a written amendment to the TOD specifying the information required and approved by the OWNER.

ARTICLE 3. PAYMENT FOR SERVICES

Payment of compensation to the ENGINEER, as prescribed in Article 2, shall be made as follows:

A. PAYMENT FOR SERVICES

For all services authorized to be performed by a Task Order Directive, payment is due within thirty (30) days of receipt of billing for services rendered during the month. The OWNER shall be invoiced monthly by ENGINEER. The invoice format will be to the satisfaction of the OWNER.

B. INVOICES

ENGINEER will endeavor to schedule and coordinate expenses, especially those associated with travel, in such a manner as to combine services on more than one TOD or services for each trip to OWNER's site, meeting, etc.

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

ENGINEER will invoice expenses separately from services on each TOD and by reference to contract number, but each item of expense shall reference the particular TOD or TODs in regard to which they were incurred.

OWNER will remit payment to ENGINEER 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 ENGINEER.

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 (1½%) per month and become due and payable at the time said overdue payments are made subject to the OWNER's right to a contested 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 ENGINEER shall reimburse the OWNER any sums paid therefore. Provided; however, absent fraud or intentional misrepresentation by the ENGINEER, this will not relieve the OWNER of the obligation to pay the ENGINEER for services (not expenses) actually rendered.

ARTICLE 4. OBLIGATIONS OF THE ENGINEER

It is further mutually agreed by the parties hereto:

- A. ENGINEER** shall perform services for the OWNER as stated in and referenced by Article 1 hereof and any issued TOD.

B. OPINIONS OF COST, FINANCIAL CONSIDERATIONS, AND SCHEDULES

The opinions of cost, financial analyses, and economic feasibility projections for the Project are to be prepared by the ENGINEER for the OWNER through the exercise of the ENGINEER'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 ENGINEER, it is recognized that the ENGINEER has no control over cost or price of labor and materials; unknown or latent condition of existing equipment or structures which may affect operations and maintenance (O&M) costs; competitive bidding procedures and market conditions; and time or quality of performance by third parties. It is also recognized that the ENGINEER 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 ENGINEER's study.

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

C. LEVEL OF COMPETENCE

That the ENGINEER and all subconsultants retained by ENGINEER 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 United States, for the qualifications, certifications, professional and technical adequacy and accuracy of studies, investigations, specifications, reports, recommendations, documents, and other work products furnished under this AGREEMENT or any TOD.

D. MEETINGS

The ENGINEER or a representative of ENGINEER shall attend meetings as necessary with the OWNER and/or any other engineers 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.

In addition to any meetings specified by a TOD, during the term of service on any TOD, ENGINEER or a representative of ENGINEER shall attend (unless excused by OWNER's representative) at least one meeting of the OWNER's Committee responsible for administering the task to brief the members thereof on the progress of the Project, ENGINEER's Project Director.

E. REPORTS, INTELLECTUAL PROPERTY, AND OWNERSHIP OF DOCUMENTS

Periodic Reports: ENGINEER shall, at such time and in such format as the OWNER's representative may require, furnish such periodic reports concerning the status of the project as may be requested by the OWNER's representative. During the course of providing services, the ENGINEER shall furnish the OWNER, 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 ENGINEER 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 ENGINEER and also for reference and other information on other projects or programs all without any further compensation to or approval by the ENGINEER. The OWNER may also make submissions or distributions of any such instruments of service of the ENGINEER 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 ENGINEER. The ENGINEER shall take the necessary measures to ensure that the OWNER has the same rights as regards all subconsultant's instruments of service.

OWNER Logo and Name: The ENGINEER 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 ENGINEER, 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 which specifically provides the location of critical infrastructure or critical energy infrastructure as defined in 42 U.S.C. §5195c(e) and 18 C.F.R. §388.113(c)(1), as amended, belonging to or provided to the 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 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 ENGINEER or its subconsultants. The ENGINEER 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 ENGINEER.

Provided; however, the OWNER is granted a perpetual license by ENGINEER to utilize any of such ENGINEER'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 ENGINEER pursuant to this agreement without further approval or compensation to the ENGINEER. 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 ENGINEER 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 ENGINEER 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 ENGINEER's intellectual or copyrighted material shall not be an infringement and shall not be construed as publication or use in derogation of the ENGINEER's rights.

F. RECORDS AND INSPECTIONS

ENGINEER shall maintain complete and accurate records with respect to all matters performed or expense incurred pursuant to this agreement. The OWNER 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 ENGINEER 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 ENGINEER are based upon those federal and state laws, regulations, or requirements in effect on the date of execution of this agreement. State or federal laws, regulations, or requirements enacted or promulgated after the date of said execution shall automatically be incorporated by ENGINEER into the Scope of Services to the extent applicable. If such incorporation substantially increases the level of effort required of the ENGINEER, the basis of the compensation as defined herein shall be subject to renegotiation between the parties. It shall be the responsibility of the ENGINEER to promptly notify OWNER of any such changes in State or Federal laws or regulations or requirements which would 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 OWNER to ENGINEER shall be held strictly confidential by ENGINEER and any of its subcontractors and shall not, without the prior written consent of the OWNER, be used for any purpose other than the performance of this agreement, nor be disclosed to any other entity not

connected with the performance of this agreement. Any entities requesting such information shall be directed by ENGINEER to contact OWNER's representative.

I. CONFLICTS OF INTEREST

The ENGINEER 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 ENGINEER 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 ENGINEER nor any of its officers, agents, or employees nor any subconsultant to the ENGINEER nor any subsidiary, parent entity, principal officers, nor any entity having a beneficial interest in any of the same, may submit a bid or proposal in response to any request for proposals or advertisement for bids resulting from the services provided in whole or in part pursuant to this agreement.

ARTICLE 5. OBLIGATIONS OF THE OWNER

It is further mutually agreed by the parties hereto:

A. OWNER-FURNISHED DATA

That, the OWNER shall provide to the ENGINEER all technical data in the OWNER'S possession, including previous reports, maps, surveys, and all other information in its possession that the ENGINEER informs OWNER'S representative is needed and relating to the ENGINEER'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 ENGINEER may reasonably rely upon the adequacy of the information provided by the OWNER in performing ENGINEER's services to the OWNER, subject to the same recognitions and caveats applicable to ENGINEER'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 ENGINEER.

C. TESTS

That, unless a part of the Scope of Services, the OWNER shall perform or have performed by others, at no cost to ENGINEER, 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

That the OWNER, through its designated representative, shall examine all studies, reports, proposals, and other documents submitted by ENGINEER, 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 ENGINEER.

E. TIMELY NOTICE

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

ARTICLE 6. GENERAL LEGAL PROVISIONS

It is further mutually agreed by the parties hereto:

A. AUTHORIZATION TO PROCEED

That, authorization for the ENGINEER to proceed with services shall only be upon execution of a written Task Order Directive (TOD) signed by both parties.

B. PROJECT REPRESENTATIVES

That, the OWNER and the ENGINEER respectively will designate a person(s) to act as authorized representatives of the OWNER and the ENGINEER in matters and decisions pertinent to the timely execution 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. REPRESENTATIVE CAPACITY

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

D. TERMINATION

- (1) This AGREEMENT or any Task Order Directive (TOD) may be terminated by the OWNER for its convenience by giving thirty (30) days' written notice to the ENGINEER.
- (2) This AGREEMENT or any TOD may be terminated by the ENGINEER 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 ENGINEER or if the performance of the Scope of Services by the ENGINEER is stopped by conditions beyond the control of the ENGINEER. Failure to perform includes failure of OWNER to promptly pay the ENGINEER in accordance with ARTICLE 3.
- (3) In the event of termination, the ENGINEER shall be paid in full for all work previously authorized and performed on any Task Order Directive up to the termination date, including expenses incurred by the ENGINEER, if the ENGINEER delivers to 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 issued Task Order Directives.
- (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 ENGINEER is payable by OWNER from the proceeds of a grant, if the OWNER loses its eligibility to receive or continue to receive said grant funds or for any reasons the OWNER no longer can receive or obtain grant funds, then the ENGINEER agrees it shall immediately terminate the provision of any services pursuant to any TOD on the Project upon notification from the OWNER of this fact. While the OWNER shall compensate the ENGINEER for services rendered and expenses incurred, it will not be liable to ENGINEER or any of ENGINEER's subconsultants for any services rendered subsequent to the date of notice, nor will the loss of grant funds and termination of services constitute the basis of any claim whatsoever against OWNER by ENGINEER. ENGINEER agrees to indemnify and hold harmless the OWNER of and from any claim or cause of action arising out of or in any manner associated with termination of services due to a loss of grant funds from ENGINEER and/or any subconsultant. Provided; however, if the OWNER loses grant funding due to a failure of the ENGINEER or any of ENGINEER's subconsultants failure to perform services pursuant to any TOD, then ENGINEER 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) That, 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 ENGINEER or subsidiary or affiliate firms of the ENGINEER 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 ENGINEER.

F. COURT OF JURISDICTION

That, if the OWNER and ENGINEER cannot resolve any outstanding claims, counterclaims, 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 in Tuscaloosa County, Alabama.

G. INSURANCE

That, unless waived in writing by the OWNER's representative, the ENGINEER shall secure and maintain throughout the duration of this AGREEMENT insurance of such type and in such amounts as may be necessary to protect its 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 employee'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 ENGINEER and the OWNER against claims for injuries to members of the public and/or damages to property of others arising from employees' 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 ENGINEER 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 ENGINEER 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 ENGINEER 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," above.

H. INDEMNIFICATION

Each party shall generally be responsible for its own acts and omissions and each party will be responsible for all civil liability that may arise out its own performance of this Agreement. Subject to all defenses and limitations of liability provided by law, the ENGINEER shall defend, indemnify, and hold harmless OWNER and all of its officers, agents, and employees, from and against any civil liability arising out of any act or omission of the ENGINEER; and likewise subject to all defenses and limitations of liability provided by law OWNER shall defend, indemnify, and hold harmless the ENGINEER and all of its officers, agents and employees, from and against any civil liability arising out of any act or omission of OWNER.

ARTICLE 7. PERSONNEL

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

- TTL, Inc.
- Project Chief Consultant: Frank Summers. P.E.
- Project Manager: Chase Lucas & Cole Turner

- B. The OWNER'S designated representative shall be Brad Matthews, Engineering Department, 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

With a copy to: Ron Davis
City Attorney
City of Northport
P.O. Box 569

Northport, AL 35476

Engineer: Frank Summers, P.E.
TTL, Inc.
3200 Rice Mine Road NE
Tuscaloosa, AL 35406

- D. ENGINEER represents and warrants to the CITY that its Project Chief Consultant / Project Manager for the principal performance of services by ENGINEER pursuant to the terms and conditions of this agreement shall be and remain Frank Summers, P.E. and there shall be no change in the Project Chief Consultant without the prior written consent of the OWNER'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 Service Agreement Scope of Services

Exhibit B. Scope Map

Exhibit C. 2026 Fee Schedule

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

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.
- (6) That each party represents and warrants to the other that there is no litigation, claim, or administrative action threatened or pending or other proceedings, to its knowledge, against it which would have an adverse impact upon this transaction or upon either's ability to conclude the transaction or perform pursuant to the terms and conditions of this Agreement.
- (7) That each party has obtained any and all required permits, approvals, and/or authorizations from third parties to enable it to fully perform pursuant to this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

E. COMPLIANCE WITH ALABAMA ECONOMIC BOYCOTT ACTS:

In compliance with Act 2016-312, by signing this contract, the contracting parties affirm, for the duration of the agreement, that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade. In compliance with Ala. Act No. 2023-409, by signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

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

CITY OF NORTHPORT, a Municipal Corporation

ATTEST:

BY: _____
Tera Tubbs, City Administrator

ENGINEER:

ATTEST:

BY: _____

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Tera Tubbs, whose name as City Administrator of the City of Northport, is signed to the foregoing

instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the within instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

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

My Commission Expires: _____ Notary Public.

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

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

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

Notary Public

My Commission Expires: _____



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

AGENDA ITEM NO. 9.b.9.

MEETING DATE: March 23, 2026

SUBJECT: Resolution Authorizing the City Administration to Execute Change Order No. 2 with Dominion Construction Co. Inc., for Downtown Sidewalk and Streetscape Improvements, Phase III

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Morgan Stuart

Approved By: Brad Matthews

Summary:

The Engineering Department is requesting City Council to approve Change Order No. 2 with Dominion Construction Co. Inc, for the Downtown Sidewalks and Streetscape Improvements, Phase III. The scope of the work is a final balancing change order, in the deductive amount of 4,076.39. The revised contract total is \$1,525,099.43.

Recommendation:

That the requisition be approved.

Funding Source/GL Code:

GL Code No. 01-45-600-54201 Amount: (\$4,076.39)

Motion for Consideration:

I move that the City Council authorize the City Administrator to Execute Change Order No. 2 with Dominion Construction Co. Inc, for the Downtown Sidewalk and Streetscape Improvements, Phase III.

RESOLUTION NO. 26-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE
CHANGE ORDER NO. 2 WITH DOMINION CONSTRUCTION CO. INC., FOR
DOWNTOWN SIDEWALK AND STREETScape IMPROVEMENTS, PHASE III**

WHEREAS, the Engineering Department is requesting City Council to approve Change Order No. 2 with Dominion Construction Co. Inc, for the Downtown Sidewalks and Streetscape Improvements, Phase III; and,

WHEREAS, the scope of the work is a balancing change order, in the amount of a credit (4,076.39); and,

WHEREAS, the revised contract total is \$1,525,099.43.

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 Change Order No. 2 with Dominion Construction Co. Inc. for the Downtown Sidewalk and Streetscape, Phase III, in the amount of a credit \$4,076.39, with the revised contract total being \$1,525,099.43.

RESOLVED AND DONE THIS 23rd 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: _____

CONTRACT CHANGE ORDER NO. 2

City of Northport

DATE: February 17, 2026
PROJECT: Downtown Sidewalk & Streetscape Improvements – Phase III
TO: Dominion Construction Co., Inc.
(Contractor)

TERMS: You are hereby authorized, subject to the provisions of your Contract for this Project, to make the following changes thereto in accordance with the attached Change Order Request and supporting documents and to:

FURNISH the necessary labor, materials and equipment to:

Balancing Change Order

TOTAL ADDITION OR REDUCTION TO CONTRACT PRICE:

(Note: Numbers in parentheses are deductions).

ORIGINAL CONTRACT PRICE	\$ 1,407,614.39
LESS CONTINGENCY/ALLOWANCE	\$ 0
NET ORIGINAL CONTRACT PRICE	\$ 1,407,614.39
Net total of previous Change Orders	\$ 126,903.13
Previous revised Contract Price	\$ 1,529,175.82
This Change Order No. <u>2</u> ☐ Add ☒ Deduct	\$ (4,076.39)
Revised Contract Price this date	\$ 1,525,099.43

Extension of time resulting from this Change Order - 0- (Indicate number of calendar days).

The amount of this Change Order will be the responsibility of The City of Northport, Alabama

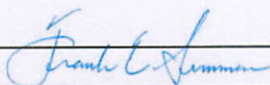
This Contract Modification constitutes full and mutual accord and satisfaction for all time and all cost related to this change. By acceptance of this Contract Modification, the Contractor hereby agrees that the modification represents an equitable adjustment to the Contract, and further, agrees to waive all right to file any further claims or changes arising out of or as a result of this change, or the accumulation of executed Contract Modifications on this Contract.

The Contractor and Owner(s) hereby agree to the terms of this Change Order as contained herein.

CONSENT OF SURETY

(Company)
By: _____

RECOMMENDED

By: TTL, INC. 

(Design Engineer or Architect)

CONTRACTING PARTIES

Dominion Construction Co., Inc.
By: 

(Authorized Representative)

CITY OF NORTHPORT

By: _____
(City Administrator)

CITY OF NORTHPORT
OFFICE OF THE CITY ATTORNEY

**CHANGE
ORDER
REQUEST**

OWNER: CITY OF NORTHPORT

ARCHITECT/ENGINEER: TTL, INC.

CONTRACTOR: Dominion Construction Co., Inc.

PROJECT: Downtown Sidewalk & Streetscape Improvements – Phase III

CHANGE ORDER REQUEST NO. 2 DATE: February 17, 2026

1. DESCRIPTION OF CHANGE:

- Balancing Change Order

2. CHANGE ORDER COSTS: DEDUCT \$4,076.39

Proposal Attached SEE ATTACHED Cost Estimated/Proposal Required

<i>Item</i>	<i>Quantity</i>	<i>Material Unit Price</i>	<i>Labor (Hours)</i>	<i>Labor Unit Price</i>	<i>Sub-Total Cost</i>
a.					
b.					
c.					
d.					
e.					
f.*					
TOTAL:					

*If more than 6 items, provide attachments.

3. INSTITUTED BY: TTL, Inc.

4. JUSTIFICATION OF NEED: Balancing Change Order to Reconcile Final Quantities.

5. JUSTIFICATION OF CHANGE ORDER VERSUS COMPETITIVE BIDDING: N/A

6. COSTS REVIEW: Reviewed by TTL, Inc.

7. THIS CHANGE ORDER IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS THE FOLLOWING TYPE:

- ☒ Minor change of a total monetary value less than required for competitive bidding.
- ☐ Changes for matters relatively minor and incidental to the original contract necessitated by unforeseeable circumstances arising during the course of work.
- ☐ Emergencies arising during the course of work.
- ☐ Change or alternates provided for in the original bidding where there is no difference in price of the Change Order from the original best bid on the Alternate.
- ☐ Change of relatively minor terms not contemplated when the plans and specifications were prepared and the Project was bid and which are in the public interest and do not exceed 10% of the Contract Price.

8. EXTENSION OF TIME REQUESTED: Calendar Days: N/A

RECOMMENDED:

BY: _____

Northport's Consulting Engineer/Architect
Frank E. Summers, PE, TTL, Inc.

APPROVED:

BY: _____

Contractor
Paul Burkhalter, PE, Dominion Construction Co., Inc.

BY: _____

City Representative

BY: _____

Owner's Legal Advisor

BY: _____

Owner's Authorized Representative



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

AGENDA ITEM NO. 9.b.10.

MEETING DATE: March 23, 2026

SUBJECT: Resolution Requesting Classification of Hospital Drive and a portion of 3rd Street under the Highway Functional Classification System.

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Morgan Stuart

Approved By: Brad Matthews

Summary:

The City of Northport is requesting the Alabama Department of Transportation and the Federal Highway Administration to reclassify Hospital Drive and a portion of 3rd Street. The request includes a classification of minor arterial for Hospital Drive from McFarland Boulevard to 5th Street, a length of 6,113 feet. The request also includes a classification of minor collector for Hospital Drive from 5th Street to 3rd Street, a length of 1,201 feet, and for 3rd Street from Bridge Avenue to Hospital Drive, a length of 2,028 feet.

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 authorize a request for the classification of Hospital Drive and a portion of 3rd Street under the Highway Functional Classification System.

RESOLUTION NO. 26-

**RESOLUTION REQUESTING CLASSIFICATION OF HOSPITAL DRIVE AND A
PORTION OF 3RD STREET**

WHEREAS, the City of Northport, Alabama is desirous that the Alabama Department of Transportation and the Federal Highway Administration classify Hospital Drive and a portion of 3rd Street under the Highway Functional Classification System.

WHEREAS, the City of Northport, Alabama requests a classification of minor arterial for Hospital Drive from McFarland Boulevard to 5th Street, a length of 6,113 feet.

WHEREAS, the City of Northport, Alabama requests a classification of minor collector for Hospital Drive from 5th Street to 3rd Street, a length of 1,201 feet, and for 3rd Street from Bridge Avenue to Hospital Drive, a length of 2,028 feet.

WHEREAS, the request includes both the reclassification of existing roadway segments and classification of proposed roadway segments that are part of the City's Comprehensive Plan adopted by the City of Northport Planning and Zoning Commission on July 16, 2024.

WHEREAS, the City of Northport, Alabama submits within the letter of transmittal a safety assessment report addressing the current conditions and recommendations.

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

That the City of Northport, Alabama does request Hospital Drive from McFarland Boulevard to 5th Street be designated as a minor arterial, and further requests Hospital Drive from 5th Street to 3rd Street and 3rd Street from Bridge Avenue to Hospital Drive to be designated as minor collectors under the Highway Functional Classification System.

RESOLVED AND DONE THIS 23rd DAY OF March 2026.

CITY COUNCIL OF THE CITY OF NORTHPORT

Jamie Dykes, Its President

ATTEST:

Tera Tubbs, City Administrator

Reading: March 23, 2026

Motion: _____

Second: _____



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

AGENDA ITEM NO. 9.b.11.

MEETING DATE: March 23, 2026

SUBJECT: Resolution Authorizing the City Administrator to Execute an Agreement with Duncan Coker Associates for Smithfield Gardens Storm Drainage Improvements

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Morgan Stuart

Approved By: Brad Matthews

Summary:

The Engineering Department is requesting the City Council to authorize the City Administrator to execute an agreement with Duncan Coker Associates for the Smithfield Gardens Storm Drainage Improvements. The scope of this project is to repair the eroded areas and stream bank stabilization in the Smithfield Gardens residential community that also impacts access to the City's pump station. The scope of the services in the proposal includes the engineering design and services for the project in the amount of \$116,676. Documentation attached.

Recommendation:

That the requested resolution be approved.

Funding Source/GL Code:

GL Code No. Amount: \$116,676

Motion for Consideration:

I move that the City Council authorize the City Administrator to execute an agreement with Duncan Coker Associates for the Smithfield Gardens Storm Drainage Improvements, in the amount of \$116,676.

RESOLUTION NO. 26-

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH DUNCAN COKER ASSOCIATES FOR SMITHFIELD GARDENS STORM DRAINAGE IMPROVEMENTS

WHEREAS, the Engineering department is requesting the City Council to authorize the City Administrator to execute an agreement with Duncan Coker Associates for the Smithfield Gardens Storm Drainage Improvements; and,

WHEREAS, the scope of this proposal will include engineering design and services to repair the eroded areas and stream bank stabilization in the Smithfield Gardens residential community that also impacts access to the City's pump station, in the amount of \$116,676.

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 an agreement with Duncan Coker Associates for Smithfield Gardens Storm Drainage Improvements for engineering design and services, in the amount of \$116,676.

RESOLVED AND DONE THIS 23rd DAY OF March 2026.

CITY COUNCIL OF THE CITY OF NORTHPORT

Jamie Dykes, Its President

ATTEST:

Tera Tubbs, City Administrator

Reading: March 23, 2026

Motion: _____

Second: _____

CITY OF NORTHPORT, ALABAMA

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

DALE PHILLIPS, MAYOR

CITY COUNCIL OF NORTHPORT

Council Members:

**TURNLEY SMITH
WOODROW WASHINGTON
JAIME CONGER
JAMIE DYKES
DANNY SMITH**

TERA TUBBS, City Administrator

PROJECT: SMITHFIELD GARDENS STORM DRAINAGE IMPROVEMENTS

**FOR: ENGINEERING
(City Department)**

(2026)

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STATE OF ALABAMA)
TUSCALOOSA COUNTY)
CITY OF NORTHPORT)

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

Project Name: SMITHFIELD GARDENS STORM DRAINAGE IMPROVEMENTS
(Project Number: 26.03.01)

THIS AGREEMENT made and entered into on this the 23RD day of MARCH, 2026, by and between the firm of DUNCAN COKER ASSOCIATES, a Professional Engineering Corporation, hereinafter referred to as the ENGINEER, which will provide engineering and related services described herein to the CITY OF NORTHPORT, a Municipal Corporation, hereinafter sometimes referred to as the OWNER or CITY, for the consideration hereinafter set forth, for a project generally described as a Public Works Project, as further specified herein, as follows:

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

ARTICLE 1 - THE PROJECT

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

GENERALLY:

REPAIRS OF ERODED AREAS AND STREAM BANK STABILIZATION IN THE SMITHFIELD GARDENS RESIDENTIAL COMMUNITY.

Without limiting the generality of the foregoing, specifically the scope of services to be performed by ENGINEER are as more particularly set forth in the attached document entitled **PRELIMINARY CONSTRUCTION COST ESTIMATE**, which is attached hereto and adopted herein by reference as Exhibit "B". Any changes in the scope of services as set forth herein or in Exhibit "B" shall only be by amendment, in writing, duly authorized and executed by the parties.

ARTICLE 2 – DEFINITIONS

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

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

B. **Contractor.** The Contractor shall generally be defined as the construction entity with whom the OWNER contracts to construct the work (Project). The Contractor is responsible to the OWNER for his subcontractors, suppliers, etc. The OWNER and ENGINEER shall recognize and conduct business with the prime contractor.

However, the ENGINEER shall treat all work by subcontractors or suppliers the same as if the work had been performed or furnished solely by the prime contractor. The prime contractor has full responsibility and is solely responsible for the actions or inactions and work of his subcontractors. In the event the OWNER is utilizing a construction management format, CONTRACTOR shall refer to each trade contractor.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 3 - SCOPE OF SERVICES

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

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

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

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

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

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

- Descriptions, capacities, piping schematics, sketches, and/or preliminary drawings of all facilities as needed to convey design and performance concepts to OWNER and others.

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

- Utility Location and Conflicts: The Engineer shall locate and identify all utilities within the project area and reflect the same on the preliminary plans. The Engineer shall determine the necessity for relocation and/or areas of relocation for each utility within the Project area that conflicts with the Project. The engineer shall contact each such utility and coordinate with their respective representative's relocation activities if necessary. In regard to City utilities (water, waste water, storm drainage, fiber optic and/or telecommunications, etc.) the Engineer shall, during preliminary design, locate the same both horizontally and vertically as they exist within the project area. If it appears that any City utilities so located may conflict with the Project, the Engineer shall notify the appropriate department of the City, in writing, during preliminary design phase. The Engineer shall then confer and coordinate with such City representative in regard to the best course of action to address the City utility conflict or relocation of the same during and prior completion of final design and incorporate within final design and the contract documents the appropriate solution to address City utility conflicts.
- Furnish to OWNER, on at least a monthly basis, a progress report and appropriate interim work products. (Although the same will not be considered submission of completed or draft preliminary design, it will be used by OWNER to facilitate its review of the ENGINEER'S progress on preliminary design submittal documents and shall not obligate OWNER to review these documents within a particular time frame.
- Submittal of five (5) sets of draft preliminary design documents to OWNER for OWNER staff and OWNER representative review and comment. (These draft preliminary documents shall be complete.) After OWNER review, the ENGINEER shall modify the preliminary design documents in accordance with the comments by the OWNER.
- Preparing a budget - estimate of probable construction cost based on the preliminary design documents. The ENGINEER's estimate of construction cost of the Project is **\$116,676.00**.
- Submittal of five (5) sets of completed preliminary design documents to OWNER to review and approve. These preliminary design documents shall be complete and address all comments of OWNER. In addition, the ENGINEER will provide the OWNER with AutoCAD software electronic files of all design drawings prepared for this project.
- Make required application and submissions, and meet with and obtain reviews, approvals and permits for the Project, from applicable county, state or federal regulatory agencies. Assist OWNER in obtaining consents and approvals from any FHA rural water authorities or districts. If the Project is funded, in whole or in part, by the proceeds of a loan to the OWNER from the State Revolving Fund (SRF) either water or sewer, or a grant or funding from the Federal Highway Administration (FHA or ISTEA), the Department of Housing and Urban Development (HUD), the Community Development Block Grant Program (CDBG), the State of Alabama Department of Transportation (ALDOT) or any other State or Federal agency or combination thereof, the ENGINEER shall conduct all services in conformance with applicable regulations and requirements, including but not limited to approval of plans, specifications, invoices, and providing the required certifications and obtaining the required approvals. Without limiting the generality of the foregoing the ENGINEER's attention is called to the necessity to comply with the State of Alabama Department of Transportation Guidelines for Operations in regard to the procedures for processing State and Industrial access funded projects for cities and counties.
- The ENGINEER shall perform design testing including but not limited to geotechnical investigations (field services and test drilling), for the compensation for such services as set forth in this agreement, unless already performed under separate contract. The ENGINEER shall determine, as part of preliminary design services, if archeological or historical, as well as Wetlands, environmental or

endangered species studies or surveys of sites, easements or any area of the project is needed and so advise the OWNER. If this agreement provides compensation for such services, then the ENGINEER shall have such studies or surveys performed.

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

1. Attending periodic coordination and consultation meetings with the OWNER'S staff to present work completed or underway at the time of the meeting and to obtain OWNER input. Attendance of one meeting, per month, at OWNER'S request and at a location specified by OWNER, per project is included within the scope of services. These meetings are for the benefit of the OWNER. Additional meetings may be necessary for the ENGINEER to obtain information required by the ENGINEER.
2. At its option, the OWNER may elect to furnish certain Standard Specifications and/or Contract Documents including front-end legals, general conditions, and/or technical specifications to the ENGINEER for use on this project. The ENGINEER shall modify these standard specifications (by special conditions) to meet the requirements of this contract for this project. The furnishing by the OWNER of any such standard specifications or Contract Documents in no way reduces the responsibility of the ENGINEER for the correctness and completeness of the specifications or Contract Documents or any other aspect of the work for this project. The ENGINEER shall modify and revise such standard specifications or Contract Documents by special conditions as he deems necessary in order to perform service for OWNER as required herein and complete the project.
3. Submittal of five sets of preliminary construction Contract Documents, including plans and specifications on each project to the OWNER or OWNER'S representative for review when each design is approximately two-thirds complete for each project. Mark the printing date on these and subsequent sets of documents. Transmittal of relevant portions of plans and specs to affected utilities.
4. Design criteria; Federal and State rules and regulations: The work designed shall be "first class" in all respects and shall comply with all applicable design and construction standards and regulations including but not limited to standards of the Alabama Department of Transportation, Federal Highway Administration, the U. S. Army Corps of Engineers, ADEM, NFPA, ACI, AISC, applicable storm water regulations and applicable building codes. The work designed shall be submitted to the applicable regulatory agencies and offices by the ENGINEER for approval or review as required and the documents shall be modified by the ENGINEER to meet all code and regulatory requirements. It shall be the responsibility of the ENGINEER to make a determination and advise the OWNER's representative, in writing, as to whether or not or to what extent permit(s), license(s), consent(s) or studies are required by any Federal, State or Local Government or agency for the Project. Without limiting the generality of the foregoing, ENGINEER shall make such determination and advise the OWNER's representative, in writing, whether or not a permit is required for any of the following: Wetlands (Sec. 404 Clearwater Act), Storm Water (Phase I and Phase II) (33 USC §1342 et seq., Ala. Code §§22-22A-1 – 22-22A-14), threatened or endangered species, archeological or historical (cultural) sites, and/or hazardous materials. The OWNER may elect to have the ENGINEER perform any such permitting, licensing or study services pursuant to Article 6. "Additional or Extra Services."
5. ~~All design and building specifications for new or renovated buildings and/or other facilities, to the extent applicable, shall comply with the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG) as promulgated by the U.S. Architectural & Transportation Barriers Compliance Board. All construction work done pursuant to said design and building specifications~~

~~shall comply with the ADAAG. The ENGINEER will design said work and verify through observation that the work complies with the ADAAG.~~

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

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

1. Conducting pre-bid conferences.
2. Providing and coordinating bid phase activities including but not limited to the following activities:
 - Provide stamped bid plans and bid documents in PDF Internet ready format (to be included on the Office of the City Engineer's Web page) to Office of the City Engineer one week prior to the advertisement for bids.
 - Preparing and place advertisements for bids (Cost of advertisement to be paid by OWNER) pursuant to Ala. Code §39-2-2(a) (1975).
 - Reproduction, distribution and handling of plans, specifications and Contract Documents to bidders, pursuant to Ala. Code §39-2-3 (1975).
 - Accept deposits from bidders (not in excess of twice the cost of reproduction and handling) and make refunds of deposits as required by Ala. Code 39-2-3 (1975).

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

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

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

1. **ENGINEER, OWNER'S Representative:** The ENGINEER shall be a representative of the OWNER during the construction of the project(s) and shall advise and consult with the OWNER or the OWNER'S representatives. With the possible exception of administering codes, laws and regulations, the OWNER'S instructions to the CONTRACTOR shall be forwarded through the ENGINEER. Provided, however, OWNER reserves the right to communicate directly with Contractor, but under such circumstances the OWNER shall keep ENGINEER informed of the nature of such communications. The ENGINEER shall have authority to act on behalf of the OWNER, but only to the extent provided for herein and in the Contract Documents.
2. **Generally:** Although the ENGINEER does not guarantee the performance of the CONTRACTOR, it shall be the duty of the ENGINEER (1) to request the CONTRACTOR to strictly adhere to the plans and specifications of the Contract Documents, (2) to use his best efforts to secure faithful performance of the contract by the Contractor, (3) to guard the OWNER against defects and deficiencies in the work of the CONTRACTORS or subcontractors and (4) to promptly advise the OWNER verbally and promptly notify the OWNER in writing of any significant departure in the quality of the materials or workmanship from the requirements of the plans and specifications, any significant problem with the work or potential claims. The ENGINEER shall keep the OWNER informed of the progress of work under this AGREEMENT and shall promptly advise the OWNER of any factors, occurrences, or developments that may necessitate modifications, revisions, or amendments to this AGREEMENT or the Contractor's Agreement. If the ENGINEER anticipates incurring cost for extra design, drafting, supervision, or other expenses due to changes requested by the OWNER in the project, ENGINEER shall immediately notify OWNER of the same in writing. The ENGINEER shall be equitably paid for such expenses and the services involved, provided that an amendment to this AGREEMENT is executed for said extra work prior to the performance of the same by the ENGINEER.
3. **Preconstruction Conference:** Conduct a Preconstruction Conference, prepare and distribute to the attendees and City representatives, a written summary of the conference.
4. **Observations of Project by ENGINEER; etc.** The ENGINEER shall make periodic visits to the project site, familiarize himself with the progress and quality of the project and determine if the project is proceeding in accordance with the Contract Documents. On the basis of his on-site observations as an ENGINEER, he shall guard the OWNER against defects and deficiencies in the work of the CONTRACTOR, and against claims for extra payment from the CONTRACTOR.
While the ENGINEER shall not be responsible for construction means, methods, techniques, sequences, procedures, or for safety precautions and programs in connection with the construction of the project, this shall not absolve the ENGINEER from duties to inspect and administer the project as set forth herein with reasonable skill and care.
Administration of the construction contract by the ENGINEER shall include regular inspections by the appropriate architectural or engineering professionals who prepared or assisted in the preparation of the plans and specifications for the work on the project.
The ENGINEER shall also in coordination with the OWNER conduct detailed substantial completion and final inspections and prepare punch list of all items not in full compliance with the construction contract. The ENGINEER will make follow-up inspections to determine that punch list items have been completed prior to final payment. The ENGINEER shall conduct an inspection thirty (30) days prior to the end of the CONTRACTOR'S guarantee period. In addition, inspections by the ENGINEER must be at critical phases of the project, and in no case less than two inspections each week. Additional inspections shall be made as necessary or if required by OWNER or OWNER's representative. The ENGINEER shall promptly furnish the OWNER and each of the OWNER'S designated representatives, a copy of his written report of each inspection by him or his representative, and also summary reports of inspectors, engineers and architects. The reports shall note any deficiencies in the work.

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

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

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

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

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

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

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

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

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

Any construction contract documents prepared by the ENGINEER, or supervised and/or administered and/or inspected by the ENGINEER, pursuant to this contract, shall contain standard City of Northport

change order provisions consistent with the provisions herein and, shall not contain clauses pertaining to change orders which conflict with the same or the foregoing provisions.

7. **Certificates of Payment:** As part of the administration and supervision of the contract, the ENGINEER shall determine the amount owing to the CONTRACTOR on the project based on observations at the site, inspections and on evaluations of the CONTRACTOR'S application for payment, and other pertinent information, and shall issue Certificates of Payments in such amounts provided for in the Contract Documents, after verifying in writing to the OWNER that the work which the CONTRACTOR is requesting payment on the application has, to the best of his knowledge, information and belief, been performed by the CONTRACTOR, including any change orders pursuant to the contract terms and conditions. The issuance of a Certificate for Payment shall constitute a representation by the ENGINEER to the OWNER, based on the ENGINEER'S observations and inspections at the site as provided herein and on the date comprising the CONTRACTOR'S application for payment, that the project has progressed to the point indicated; that, to the best of the ENGINEER'S knowledge, information and belief, the quality of work is in accordance with the Contract Documents (subject to an evaluation of the project's full conformance with Contract Documents upon substantial completion, to the results of any subsequent test required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment); and that the CONTRACTOR is entitled to payment in the amount certified. The ENGINEER shall approve payment to the CONTRACTOR only for that work which is completed. For work not fully and satisfactorily completed, the ENGINEER shall recommend withholding payment in addition to the normal retainage being withheld on the contract. The issuance of a Certificate for Payment shall not be a representation that the ENGINEER has made any examination to ascertain how and for what purposes the CONTRACTOR has used the money so paid. However, if there is a provision in the contract to pay the CONTRACTOR for materials stored on the job site, the ENGINEER shall obtain from CONTRACTOR, prior to the next payment, written certification from the materials suppliers that previous monies paid for materials stored on the job site have been paid to the supplier of the materials. If the ENGINEER does not have written substantiation that the CONTRACTOR has paid for such materials, the ENGINEER shall deduct the appropriate amount from the then current Certificate of Payment. If the OWNER is utilizing a procedure with the CONTRACTOR in regard to sales and use tax purchases whereby the CONTRACTOR acts as the purchasing agent of the City in regard to certain material, the ENGINEER shall assist the OWNER as an additional service for the fee set forth herein in implementing and administering the procedure. After issuance of final payment, the ENGINEER shall coordinate with OWNER and notify the CONTRACTOR in writing of the beginning and ending of warranty periods. Review, verification and approval of CONTRACTOR'S request for payment must be accomplished within the time period stated in the Contract Documents less ten (10) days for OWNER'S processing.
8. **Compliance with Laws, etc.:** As part of the engineering services herein for supervision and administration of the construction of the project, the ENGINEER shall have the responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the project. The ENGINEER shall also comply with all applicable Federal, State and local laws, regulations and ordinances, including but not limited to the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Civil Rights Act of 1964, and any regulations promulgated thereunder, during the duration of this AGREEMENT. Failure of the ENGINEER to comply with said laws, rules, regulations or ordinances may result in this AGREEMENT being subject to termination by OWNER. ENGINEER shall not discriminate on the basis of age, race, sex, religion, national origin or disability.
9. **Access:** The ENGINEER shall at all times have access to the project after acquisition by OWNER whenever it is in preparation or progress and shall insure in the Contract Documents that both OWNER and ENGINEER have the right of access to construction site.
10. **Submittals, etc.:** The ENGINEER shall promptly review and comment, within ten (10) working days after ENGINEER'S receipt of the submittals, to the CONTRACTOR and the OWNER, on CONTRACTOR'S

submittals, shop drawings, samples and other submissions for conformance with the design concept, plans and specifications of the project so as not to delay the project.

11. **Traffic Control Plan:** The ENGINEER shall review the CONTRACTOR'S Traffic Control Plan (TCP) prior to construction for conformity to the Manual on Uniform Traffic Control Devices for Streets and Highways, Latest Edition, Federal Highway Administration, and review modifications and revisions to the TCP by the CONTRACTOR as needed to keep pace with progress of work, change orders or at the request of the City. All modifications or revisions by the CONTRACTOR to the TCP shall be submitted to the City of Northport Engineering Department prior to implementation.

If the respective paragraph in Article 14 indicates ENGINEER will be compensated for a Traffic Control Plan (TCP); then the ENGINEER shall be responsible for the development and design of the TCP, rather than the CONTRACTOR. Such design shall conform to the Manual on Uniform Traffic Control Devices for Streets and Highways, Latest Edition, Federal Highway Administration, at a minimum, and shall be submitted to the City Traffic Engineer, for review, prior to construction. ENGINEER shall modify and revise the TCP during construction to keep pace with the course of work, change orders or at the OWNER'S request. All modifications shall be submitted to the Traffic Engineer of OWNER.

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

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

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

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

The ENGINEER's notice of substantial completion shall not be considered as final acceptance of any portion of the Project or relieve the CONTRACTOR from completing the remaining work, including any remaining performance or acceptance testing, within the specified time and in full compliance with the contract documents. Written notice of substantial completion shall not relieve the CONTRACTOR of his obligation to promptly remedy any omissions in latent or unnoticed defects in the Project covered by the written notice of substantial completion and the ENGINEER shall continue to perform follow up inspections to determine whether or not and to what extent punch list items have been remedied prior to final payment.

- (b) Final Inspection. Upon notice from the CONTRACTOR that the work is complete, the ENGINEER shall make a final inspection of the Project and conduct test or tests if applicable. The ENGINEER shall notify the OWNER'S representative of the time and date of such inspection. The ENGINEER shall notify the CONTRACTOR of all apparent and/or visible instances where the work on the Project

fails to comply or meet the plans and specifications in the contract documents, as well as any defects in or deficiencies he/she may discover. The ENGINEER shall then develop a written report and punch list of such defects and deficiencies and deliver a copy of the same to the CONTRACTOR and the OWNER's representative. The ENGINEER shall make follow up inspections to determine whether or not and to what extent such defects and deficiencies have been corrected by the CONTRACTOR.

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

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

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

ARTICLE 4 - DESIGN TESTS AND OTHER STUDIES

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

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

ARTICLE 5 - ADVANCED SERVICES DURING CONSTRUCTION; SDC

In the event the City determines to proceed with construction of all or any portion of the project and if the respective paragraph in Article 14 indicates compensation for the same, in addition to providing Basic Engineering

Services During Construction as provided in Article 3.D, the ENGINEER shall also provide the following advanced services during construction of the project. This phase will commence with the award of the contract for construction.

A. **Additional Engineering Construction Services:**

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

B. **Project Inspectors:**

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

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

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

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

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

- Disinfection.
- Testing.

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

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

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

ARTICLE 6 – PERMITTING, LICENSING AND/OR STUDIES

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

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

Archeological; Historical; Wetlands; Endangered Species Services Etc.

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

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

If threatened or endangered species are identified, qualified personnel, either subconsultant or in-house personnel will perform endangered and threatened species work. Qualifications should indicate expertise with those species involved with the proposed project. The ENGINEER shall perform all studies of endangered species in accordance with the Technical Advisory and Section 7 of the Endangered Species Act to the point where a “no effect” or a “may effect” determination can be made for the alignment under consideration. In the event of a “may effect” determination, additional studies may be required for Formal Consultation with the U. S. Fish and Wildlife Service. If additional studies are required, the CITY may enter into a supplemental agreement with the ENGINEER. Reports and data justifying this determination must be supplied to the CITY along with a proposal for the work under the supplemental agreement.

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

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

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

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

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

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

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

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

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

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

DUNCAN COKER ASSOCIATES, P.C. Projects Team

Jimmy Duncan, P.E./P.L.S – Principal Engineer

Robert Martin, P.E. – Project Engineer/Manager

Wildland Services, LLC (USACE Subconsultant)

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

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

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

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

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

ARTICLE 8 - RECORD DOCUMENTS

The ENGINEER shall furnish to the OWNER' representative for its review and approval, two (2) review sets of record drawings, plans and specifications prior to making the final record documents. The ENGINEER shall also furnish to the OWNER' Representative two (2) accurate, complete record sets of plans, specifications and drawings of the project, as finally constructed, with revisions and changes clearly shown thereon. One set thereof shall be on CD or disk, as appropriate, in AutoCAD file format. Any file conversions necessary to make the same immediately

useable by the City without further modification will be made by the ENGINEER at the Engineer's expense prior to delivery of the same to the OWNER. The other set of accurate complete record plans and specifications of the project as finally constructed shall be in print. The ENGINEER will also furnish the OWNER, after completion of construction of the project, two (2) sets of contract documents and modifications, including all change orders which shall be of a permanent nature on CD or disk as appropriate, in the format compatible with City software and hardware systems. All record documents as specified above shall be delivered to the OWNER as soon as possible after final inspection and before the final Engineer's fee is paid.

ARTICLE 9 - OWNERSHIP AND USE OF DOCUMENTS

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

LITIGATION ASSISTANCE. The scope and extent of engineering services to be provided under this AGREEMENT does not include costs of the ENGINEER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the OWNER. However, plans, specifications, documents, studies and any data or information otherwise resulting from the performance of the AGREEMENT by the ENGINEER may be utilized by the OWNER in bringing, defending, or otherwise assisting in litigation undertaken or defended by the OWNER without any additional costs to the OWNER.

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

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

Pursuant to Ala. Code §36-12-40, as amended by Acts of Alabama 2004-487, neither the Engineer employed hereunder nor any subconsultant employed by the Engineer, shall at any time allow the dissemination or copying of any information exempted from public disclosure by this section which specifically provides the location of critical infrastructure or critical energy infrastructure as defined in 42 U.S.C. §5195c(e) and 18 C.F.R. §388.113(c)(1) as amended belonging to or provided to the City.

COPYRIGHT INFORMATION / INTELLECTUAL PROPERTY. With the exception of reports, plans, drawings, maps, specifications, contract documents and other instruments of service as addressed herein, the parties acknowledge and agree that the intellectual property of either party shall remain the property of the respective party, including intellectual property developed during the course of this agreement in the performance of services by ENGINEER. However, the OWNER may utilize any of such ENGINEER's intellectual property for and on behalf of its internal operations, as well as maintenance, construction and repair of its facilities. With the exception of contract documents if the ENGINEER clearly

marks and identifies any documents or materials it deems intellectual property and/or copyrighted information. The Owner will take steps reasonably necessary with its employees with respect to the use, copy, protection, and security of such intellectual property. Provided; however, the Parties acknowledge and agree that the Contract documents including all attached or referenced plans, maps and all specifications, once executed, are public records and subject to disclosure and copying to the public pursuant to applicable state law.

ARTICLE 10 - ASSIGNMENT

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

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

ARTICLE 11 – INSURANCE

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

1. Workmen's Compensation and Employer's Liability Insurance as required by the laws and regulations of the State of Alabama.
2. Comprehensive Automobile and Vehicle Liability Insurance. This insurance shall be written in comprehensive form and shall protect the ENGINEER and the OWNER against claims for injuries or damages to property arising out of any act of the ENGINEER or of any of its agents or employees or subcontractors and shall cover operations with respect to on-site and off-site operation under this AGREEMENT and insurance coverage shall extend to any motor vehicles or other equipment used by the ENGINEER in the performance of this contract, irrespective whether the same is owned, non-owned or hired. The limits of liability shall not be less than \$500,000 Combined Single Limit.
3. Commercial General Liability Insurance. This insurance shall be written in comprehensive form and shall protect the OWNER and the ENGINEER against claims arising from injuries to members of the public, City employees, or damage to property arising out of any act of the ENGINEER or any of its agents, employees or subcontractors. The limit of liability shall not be less than \$1,000,000 Combined Single Limit.
4. Errors and omissions insurance. The ENGINEER shall furnish and obtain professional liability insurance coverage in an amount not less than \$500,000.00 and subconsultants shall provide limits of insurance commensurate with the responsibilities of their work.

The insurance coverage as specified above shall constitute minimum requirements and the OWNER, its officers, agents, employees associated with the project, and Program Coordinator shall be named as additional insureds in insurance coverages identified in items 2 and 3 and shall be shown as such on the certificate of insurance.

All certificates of insurance, as well as any other supporting information deemed necessary by the OWNER, shall be submitted to the OWNER prior to initiating work on this project(s). The certificate shall state that the City shall be given ten (10) days written notice of cancellation or any change in the coverage of insurance certificates shall not exclude liability for failure to notify nor shall it state "endeavor to notify" in lieu of what is required. Full aggregate limits shall apply per project. At the OWNER'S request, the ENGINEER shall submit certified copies of the complete policies.

ARTICLE 12 - STATUS OF ENGINEER

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

ARTICLE 13 – PERSONNEL

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

Senior Project Manager: Jimmy Duncan, P.E./P.L.S
Project Manager/Engineer: Robert Marting, P.E.
Subconsultant: Wildland Services, LLC (USACE Subconsultant)

B. The OWNER'S designated representative shall be Holly Phillips of the City of Northport.

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

Client: **City of Northport**
Attn: Holly Phillips
3500 McFarland Blvd.
Northport, AL 35476

Engineer: **Duncan Coker Associates**
201 Towncenter Blvd.
Tuscaloosa, AL 35406

D. ENGINEER represents and warrants to the OWNER that its Senior Project Manager for the principal performance of services by ENGINEER pursuant to the terms and conditions of this agreement shall be and remain Jimmy Duncan, P.E./P.L.S and there shall be no change in the Project Chief Consultant without the prior written consent of the CITY's representative.

ARTICLE 14 – COMPENSATION

The OWNER agrees to pay the ENGINEER the following compensation as indicated for the respective completed engineering services. In billing for all services or reimbursements, the ENGINEER shall submit to OWNER'S representative, upon request, timesheets and other documentation satisfactory to OWNER'S representative to support said fees or expenses. Hourly rates shall be billed as per Exhibit "C-1" adopted herein by reference, plus direct expenses.

A. Preliminary Design: The ENGINEER shall receive, for the Preliminary Design Services, after approval by OWNER, the sum of \$ 16,011.00. This amount includes any design testing unless a separate amount is stated as compensation for design testing. This amount represents the total compensation to the ENGINEER for Preliminary Design Services on all phases of the project.

B. Final Design: The ENGINEER shall receive, for the Final Design Services, after approval by OWNER, the sum of \$ 20,014.00. This amount represents the total compensation to the ENGINEER for Final Design Services on all phases of the project.

C. Bid Phase: The ENGINEER shall receive for Bid Phase Services, upon award of construction contract by OWNER, the sum of \$ 2,000.00. This amount represents the total compensation to the ENGINEER for Bid Phase Services on all phases of the project.

D. Basic Engineering SDC: If the City determines to proceed with construction of all or any phase of the project, the ENGINEER shall receive compensation for Engineering Services During Construction, at an hourly rate as per Exhibit "B", as services are rendered, up to the maximum sum of \$ 2,002.00. This amount represents the total compensation to the ENGINEER for Engineering Services During Construction on all phases of the project.

E. Design Surveying: While a certain level of surveying is required for preliminary design and included within the compensation for those services, if the parties agree that the nature and extent of the project necessitate design surveying in excess of that normally required for design by indicating a compensation for those services, then the ENGINEER shall receive compensation for additional design surveying at an hourly rate as per Exhibit "B." However, the total cost to the OWNER shall not exceed \$ 11,820.00 without OWNER'S written consent.

F. Maximum Payments: It is understood by and between the parties that, for providing the services in subsections A, B, C, D and E, the maximum total cost to the OWNER on all projects or phases shall not exceed \$ 11,820.00, unless specifically authorized by a written Amendment to this Agreement.

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

G. Easements/Rights-of-Way: ENGINEER shall receive compensation for easements or rights-of-way services for all the project or any phase at an hourly rate as per Exhibit "B," as services are rendered, up to a maximum sum of \$ 3,394.00. This amount represents the total compensation to the ENGINEER for these services on all phases of the project.

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

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

Construction Staking	\$	<u>4,908.00</u>
"Record Drawings" Plans	\$	<u>2,370.00</u>
All other SDC Services	\$	<u>26,532.00</u>

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

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

J. Construction Testing: ENGINEER shall be reimbursed by OWNER for construction testing (not design testing) for all the phases of the project at an hourly rate as per Exhibit "B," as services are rendered, up to a maximum of \$ 10,000.00. This amount represents the total compensation to the ENGINEER for these services on all phases of the project.

K. Administration; Reimbursement of Expenses: ENGINEER shall be reimbursed by OWNER for the actual cost of miscellaneous fees and charges related to the project and for refunds of contract documents to Bidders in accordance with law; not to exceed a maximum of \$ 5,000.00.

L. Permitting, Licensing and/or Studies: The ENGINEER shall be reimbursed at an hourly rate as per Exhibit "B," as services are rendered, by OWNER for the specialized services as indicated in Article 6 for permitting, licensing or studies in an amount not to exceed \$ 8,625 (including 15% subconsultant markup), without OWNER's consent. This amount represents the total compensation to the ENGINEER for these services on all phases of the project.

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

N. Traffic Control Plan: The ENGINEER shall receive as compensation for development and design of a traffic control plan (TCP), after submission and review by the City Engineer, the sum of \$ 2,000.00. This amount represents the total compensation to the ENGINEER for the TCP, including revisions and modifications as the work progresses.

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

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

to exceed a maximum of \$ 2,000.00 . This amount represents the total compensation to the ENGINEER for these services on all phases of the project.

Q. Generally: The OWNER may elect at its discretion to pay the ENGINEER a portion of the compensation due for any phase of services based upon an invoice of the ENGINEER prior to the completion of that phase or the approval by OWNER of that phase. The OWNER has the right to appeal or ask for clarification on any ENGINEER billing. In the event of termination by the OWNER, the ENGINEER shall be paid a pro rata share for the work deemed by the OWNER to be acceptably performed. This compensation is based upon services being provided in the calendar years 2026 .

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

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

ARTICLE 15 - PERIOD OF SERVICE

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

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

A. **Completed Preliminary Design.** Where the work includes more than one project, it is anticipated that work by the ENGINEER shall proceed simultaneously on all projects; therefore, the ENGINEER must complete and submit for OWNER'S approval all items required for completed preliminary design and OWNER approval of the projects contained within this AGREEMENT together with the budget level estimates of construction costs, within **45** days from the date of execution of this AGREEMENT.

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

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

B. **Easement Negotiation, etc.** ENGINEER shall obtain all necessary permits, and assist the OWNER in acquiring deeds, consents, easements, or right-of-way acquisitions for the project simultaneously with final design.

In the opinion of the ENGINEER, should condemnation be necessary, he shall promptly so notify OWNER so as not to delay the project.

C. **Final Design.** Where the work includes more than one project, it is anticipated that work by ENGINEER shall proceed simultaneously on all projects, therefore, the ENGINEER must complete and submit all items required in the final design phase including OWNER approval together with estimates of probable construction costs for the projects included within this AGREEMENT within 45 days from the date of approval by OWNER of completed preliminary design. The work shall also be submitted to ADEM and other applicable regulatory agencies at this time, if requested. Plans and specifications shall be available to bidders on that date. Provided; however, this shall not preclude preliminary submittals for the purpose of expediting ADEM or other regulatory agency approvals.

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

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

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

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

E. **Construction Administration and Services During Construction.** The ENGINEER must complete all services for the construction phase within the time period for the construction contract plus an additional sixty (60) days for the completion of the record drawings. This time period shall commence upon the issuance of a Notice to Proceed from the OWNER to the CONTRACTOR.

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

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

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

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

ARTICLE 16 - FINAL PAYMENT

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

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

ARTICLE 17 – TERMINATION

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

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

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

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

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

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

It is further mutually agreed:

ATTACHMENTS

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

Exhibit A.	Site Map
Exhibit B.	Preliminary Construction Cost Estimate
Exhibit C-1	Hourly Rate Schedule
Exhibit C-2	General Terms and Conditions
Exhibit D	U.S. Army Corps of Engineering Subconsultant Proposal (Wetland delineation & USACE Coordination/Permitting)

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

Article 19-MISCELLANEOUS CLAUSES

A. Notice and Service Thereof:

1. All notices, demands, requests, change orders, instructions, approvals and claims shall be in writing. Unless expressly otherwise provided elsewhere in this agreement, any election, notice or other communication required or permitted to be given under this agreement shall be in writing and deemed to have been duly given if provided in accordance with the provisions hereof.
2. Any notice to or demand upon either party shall be in writing and shall be sufficiently given if addressed to the parties' representative at the address stated herein and deposited in the United States mail in a sealed envelope with sufficient postage prepaid or delivered with charges prepaid to any telegraph company for transmission to the party.

B. City Representative: The City's representative on this project is hereby designated as **Holly Phillips** and whose address is **3500 McFarland Blvd. Northport, AL 35476.**

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

- C. **Engineer's Representative:** The ENGINEER's representative on this project is hereby designated as Jimmy Duncan, P.E./P.L.S and whose address is 201 Towncenter Blvd. Tuscaloosa, AL 35406.
- D. **Capacity:** Each party to this agreement represents and warrants to the other as follows:
1. That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.
 2. That each has full power and capacity to enter into this agreement, to perform and to conclude the same including the capacity, to the extent applicable, to grant, convey and/or transfer; areas, assets, facilities, properties, (both real and personal), permits, consents and authorizations and/or the full power and right to acquire and accept the same.
 3. That to the extent required, each party has obtained the necessary approval of its governing body or board and a resolution or other binding act has been duly and properly enacted by such governing body or board authorizing this agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the party.
 4. That each party has duly authorized and empowered a representative to execute this agreement on their respective behalf and the execution of this agreement by such representative fully and completely binds the party to the terms and conditions hereof.
 5. That absent fraud, the execution of this agreement by a representative of the party shall constitute a certification that all such authorizations for execution exist and have been performed and the other party shall be entitled to rely upon the same. To the extent a party is a partnership, limited liability company or joint venture, the execution of this agreement by any member thereof shall bind the party and to the extent that the execution of agreement is limited to a manager, managing partner or specific member then the person so executing this agreement is duly authorized to act in such capacity for the party.
 6. That each party represents and warrants to the other that there is no litigation, claim or administrative action threatened or pending or other proceedings to its knowledge against it which would have an adverse impact upon this transaction or upon either's ability to conclude the transaction or perform pursuant to the terms and conditions of this agreement.
 7. That each party has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this agreement.
 8. Under the provisions of the Constitution and laws of the State of Alabama, each party has the power to consummate the transactions contemplated by this agreement;
 9. Each party represents and warrants that the execution and delivery of this agreement and the consummation of the transactions contemplated herein will not conflict with, be in violation of, or constitute (upon notice or lapse of time, or both) a default under the laws of the State of Alabama, any resolution, agreement, or other contract agreement, or instrument to which a party is subject, or any resolution, order, rule, regulation, writ, injunction, decree or judgment of any governmental authority or court having jurisdiction over the party.
 10. This agreement constitutes the legal, valid and binding obligation of each party and is enforceable against each party in accordance with its terms, except in so far as the enforceability thereof may be limited by:
 - (a) Bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights.
 - (b) General principles of equity, regardless of whether such enforceability is considered as a proceeding at equity or at law.

11. Neither party will enter into any agreement to do anything prohibited in this agreement or enter into any agreement or take any action which would in any way impair the ability of the other party to faithfully and fully perform its obligations hereunder
12. Under the provisions of the Constitution and laws of the State of Alabama, each party has the power to consummate the transactions contemplated by this agreement;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 20. COMPLIANCE WITH IMMIGRATION LAW

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

ARTICLE 21. COMPLIANCE WITH AFFORDABLE HEALTH CARE ACT.

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

ARTICLE 22. COMPLIANCE WITH TRAFFICKING VICTIMS PROTECTION ACT

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

ARTICLE 23. COMPLIANCE WITH ACT 2016-312

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

ARTICLE 24. COMPLIANCE WITH ACT 2023-409

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

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

CITY OF NORTHPORT, a Municipal Corporation

ATTEST:

BY: _____
Tera Tubbs, City Administrator

ENGINEER:

ATTEST:

BY: _____

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

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

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

My Commission Expires: _____

Notary Public.

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

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

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

Notary Public

My Commission Expires: _____

Mrs. Holly Phillips, PE
Engineering Department
City of Northport, Alabama
Transmitted via email: hphillips@cityofnorthport.org

March 10, 2026

RE: **City of Northport**
Smithfield Gardens Storm Drainage Improvements
Northport, Alabama

Duncan Coker Associates, P.C. (DCAPC) is pleased to provide a scope and fee proposal for the referenced project. The project involves the repair of eroded areas and stream bank stabilization in the Smithfield Gardens residential community.

The construction scope will generally include the following:

- Installation of new storm drainage piping and structures along the severely eroded areas
- Bank stabilization (class 2 riprap) along areas experiencing moderate erosion
- Installation of solid sod at disturbed unimproved areas
- Fence repairs/replacement
- 45-day construction contract

SCOPE OF SERVICES

Design Surveying

- The survey will include topographic information with contours on a one-foot interval, generated on State Plane Coordinates with a minimum of three reference points, sanitary sewer, storm drainage infrastructure, above ground utilities, and subsurface utilities marked by "Alabama One Call". The survey will also contain property boundary data necessary for the easement acquisition task of the project.

Construction Document Production

- Project Notes
- Demolition Plan
- Storm Drain Plan and Profiles
- Site Grading Plan
- Traffic Control Plan
- Project Manual (City of Northport Contract Documents with Technical Specifications)

Services During Construction

- Construction Layout/Staking
- Construction Observation
- Materials Testing

Miscellaneous

- Easement Plats & Property Descriptions (Two Tracts Anticipated)
- U.S. Army Corps of Engineers (USACE) Permitting

FEE SUMMARY

- \$484,000 Estimated Construction Cost
- 8.27% Basic Services Fee

A. Preliminary Design	\$16,011
B. Final Design	\$20,014
C. Bid Phase Services	\$2,000
D. Basic Engineering SDC	<u>\$2,002</u>
E. Total Basic Services	\$40,027

F. Design Surveying	\$11,820
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Principal, PE/PLS	6 hours	\$205/hr.	\$1,230
CADD Technician	20 hours	\$102/hr.	\$2,040
Field Survey Crew	38 hours	\$225/hr.	<u>\$8,550</u>
Task F, Hourly (Not-to-Exceed) Fee			\$11,820

G. Easements/Right-of-Way	\$3,394
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Principal, PE/PLS	4 hours	\$205/hr.	\$820
CADD Technician	12 hours	\$102/hr.	\$1,224
Field Survey Crew	6 hours	\$225/hr.	<u>\$1,350</u>
Task G, Hourly (Not-to-Exceed) Fee			\$3,394

H. Advanced Services During Construction	\$33,810
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H.1. Construction Surveying

Field Survey Crew	20 hours	\$225/hr.	\$4,500
CADD Technician	4 hours	\$102/hr.	<u>\$408</u>
Task H.1, Hourly (Not-to-Exceed) Fee			\$4,908

H.2. Construction Observation

- 45-day construction contract/36 working days assumed; Construction Technician 4 hours/day, Project Manager, PE 1 hour/day

Project Manager, PE/PLS	36 hours	\$205/hr.	\$4,860
Construction Technician	120 hours	\$96/hr.	\$10,656
Construction Technician (Overtime)	24 Hours	\$118/hr.	<u>\$2,832</u>
Task H.2, Hourly (Not-to-Exceed) Fee			\$21,732

H.3. Contract Close-Out

Principal, PE/PLS	20 hours	\$205/hr.	\$4,100
Clerical	10 hours	\$70/hr.	<u>\$700</u>
Task H.3, Hourly (Not-to-Exceed) Fee			\$4,800

H.4. Record Drawings

Field Survey Crew	6 hours	\$225/hr.	\$1,350
CADD Technician	10 hours	\$102/hr.	<u>\$1,020</u>
Task H.4, Hourly (Not-to-Exceed) Fee			\$2,370

I. Design Testing N/A

J. Construction Testing \$10,000

K. Reimbursable Expenses \$5,000

L. Permits, Licenses and Studies \$8,625 (including 15% subconsultant markup)

- Utility Permit - See USACE Subconsultant Proposal

*Note that mitigation costs/fees, if assessed, are excluded from this proposal

M. Prequalification of Bidders N/A

N. Traffic Control Plan \$2,000

O. Sales and Use Tax Savings Administration \$2,000

Total: \$116,676

Duncan Coker Associates, P.C. Project Team

Jimmy Duncan, P.E./P.L.S. – Principal Engineer

Robert Martin, P.E. – Project Engineer/Manager

Wildland Services, LLC (USACE Subconsultant)

We greatly appreciate the opportunity to be a part of your project. Please let us know if you have questions or if any additional information is required.

Sincerely,

Duncan Coker Associates, P.C.



Jimmy Duncan, PE/PLS/LEED AP

Attachments: Exhibit "A", Site Map
Exhibit "B", Preliminary Construction Cost Estimate
Exhibit "C-1", Hourly Rate Schedule
Exhibit "C-2", General Terms and Conditions
Exhibit "D", U.S. Army Corps of Engineers Subconsultant Proposal (Wetland delineation & USACE coordination/permitting)







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

AGENDA ITEM NO. 9.b.12.

MEETING DATE: March 23, 2026

SUBJECT: Resolution Authorizing the City Administrator to maintain the cooperative service agreement with United States Department of Agriculture, Animal and Plant Health Inspection Service, and Wildlife Services for wildlife services

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Summer Cockrell

Approved By: Gerald Burton

Summary:

In the past, we have had an agreement with the United States Department of Agriculture Animal and Plant Health Inspection Service and Wildlife Services to help alleviate beaver caused flooding adjacent to city roadways and alleviate and address other animal damage issues. The police department would like to renew this agreement.

Recommendation:

That this request be passed.

Funding Source/GL Code:

GL Code No. 01-33-000-50441 Amount: not to exceed \$7,000.00

Motion for Consideration:

I move to approve the resolution authorizing the City Administrator to maintain the contract with United States Department of Agriculture, Animal and Plant Health Inspection Service, and Wildlife Services.

RESOLUTION NO. 26-_____

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO MAINTAIN THE
COOPERATIVE SERVICE AGREEMENT WITH THE UNITED STATES
DEPARTMENT OF AGRICULTURE, ANIMAL AND PLANT HEALTH SERVICES,
AND WILDLIFE SERVICES FOR WILDLIFE SERVICES**

WHEREAS in the effort to reduce human health and safety risks and property damage associated with flooding; caused by wildlife, the department is of the opinion that it is in the best interest of the citizens of the City of Northport that the city maintains the agreement with the United States Department of Agriculture Animal and Plant Health Inspection Services (APHIS) Wildlife Services (WS); and;

WHEREAS, the purpose of this agreement is to cooperate in a wildlife damage management project activity, and;

WHEREAS this agreement's cost shall not exceed the amount of \$7,000.

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 maintain the cooperative service agreement, Exhibit "A", with the United States Department of Agriculture Animal and Plant Health Inspection Service (APHIS) Wildlife Services (WS) Alabama Department of Transportation for the maintenance of nuisance wildlife animals.
2. The City Administrator is authorized to take all actions, execute all documents, and approve all expenditures required for the implementation of this Resolution.

RESOLVED AND DONE THIS ____ DAY OF _____, 2026.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

Jamie Dykes, Its President

ATTEST:

Tera Tubbs, City Administrator

Reading: _____

Motion: _____

Second: _____

COOPERATIVE SERVICE AGREEMENT
between
City of Northport (NDOT) and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project as described in the attached Work Plan.

ARTICLE 2

APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353, to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS-WS and the Cooperator agree:

1. The Cooperator will provide payment upon receipt of quarterly bill to "USDA, APHIS" in the amount of \$7,000.00
2. The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
3. Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.
4. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management services that the Cooperator is seeking from APHIS-WS.
5. The performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
6. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

ARTICLE 4

This agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS-WS upon failure of Congress to so appropriate. This agreement also may be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

ARTICLE 5

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise there from.

ARTICLE 6

APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 USC 1346(b), 2401(b), 2671-2680).

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

This agreement shall become effective February 20, 2026, and shall continue until February 19, 2027. This agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Cooperator does not, for any reason, provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

As required by Debt Collection Improvement Act of 1996:

Cooperator's Tax ID No.: 63-6001330

APHIS-WS's Tax ID: 41-0696271

Cooperator Name/signer, Address

Terra Tubbs
City of Northport
3500 McFarland Blvd.
Northport, AL 35473

APHIS-WS State Office/signer, Address

Leif Stephens
USDA-APHIS-Wildlife Services
6155 Heath Road
Auburn, AL 36830

Cooperator's Signature

Date

APHIS-WS State Director's Signature

Date

WORK PLAN

Wildlife Species: Beaver, coyote, other nuisance species

Description of Damage: Flooding, tree damage, public health

Location: City of Northport, Tuscaloosa County, AL

Services Provided: Trap and Remove

FINANCIAL PLAN

Cost Element		Full Cost
Personnel Compensation		\$5,119.94
Travel		
Vehicles		\$275.27
Other Services		
Supplies and Materials		
Equipment		\$110.11
Subtotal (Direct Charges)		\$5,505.31
Pooled Job Costs [for non-Over-the Counter projects]	11.00%	\$605.58
Indirect Costs	16.15%	\$889.11
Aviation Flat Rate Collection		
Agreement Total		\$7,000.00
The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$7,000.00		

Financial Point of Contact/Billing Address:

Cooperator Name, Address, Phone Number, Email

Keith Carpenter
 Assistant Chief of Police
 City of Northport
 3721 26th Ave.
 Northport, AL 35473
 Office: 205-361-1500
 kcarpenter@cityofnorthport.org

APHIS-WS State Office Name, Address, Phone Number, Email

Leah Wetch
 Budget Analyst
 USDA APHIS WS
 6155 Heath Road
 Auburn, AL 36830
 Cell: 701-355-3302
 Email: leah.m.wetch@usda.gov

Instructions for Completing WS Form 12A, Work Initiation Document For Wildlife Damage Management

NOTE: A WS Form 12A Work Initiation Document (WID) is required to be signed by a Cooperator for all properties worked by Wildlife Services (WS). The WID and the WID agreement in WS Management Information System (MIS) expire 5 years after the Cooperator signature date. To renew a WID agreement for another 5 years, a new WS Form 12A is required to be signed by the Cooperator, and everything on the WID agreement in MIS must match the corresponding items on the WS Form 12A.

NOTE: An expanded and detailed set of instructions for the WID is available in MIS. Employees should study the detailed version until familiar with completing the WID.

SECTION 1 . Basic WID Identification and Type

1. Entering the WID document number is optional. Contact your MIS Data Technician to obtain this number if one is needed.
2. Mark only one box, selecting New (agreement) or Renewal (of existing agreement).
3. A WID may have more than one type of work characteristic. Mark all applicable boxes indicating this WID's type of work.

SECTION 2 . Cooperator Information

4. Enter the name of the Cooperator as it appears on the Cooperative Service Agreement, Cooperative Service Field Agreement, Memorandum of Agreement or Understanding, or as it appears in the Cooperator's business references.
5. Enter the Cooperator's mailing address with street or P.O. box, city, state, and ZIP code. This may be the permanent address, mailing address, home address, or business/office address.
6. Enter the common name of the Cooperator's business, farm, or ranch, if applicable.
7. Enter the Cooperator's telephone number including the area code. It may be a landline or mobile telephone number.
8. Enter the name of the owner or Cooperator's representative if it is different from the Cooperator's name.
9. Enter the property owner's or property owner representative's telephone number including area code.
10. Enter the property owner's address (or property owner representative's work address if this is a business or a non-private agreement), including the ZIP code. If the Cooperator's address in Item 5 is also the owner's address, skip this step.

SECTION 3 . Property Information, Location of Work, and Species Being Addressed

11. In this subsection, record the state and counties for the site(s) where the work is being performed for the cooperator. Include for each property the land class being worked on and the number of acres for the land class. Usually, only one land class can be recorded per property. If there is more than one land class on a property, identify each of them separately (e.g. Property Smith #1, Land Class Private; Smith #2, Land Class County/City). Record the total acres by summing all entries in the .Acres. column.
12. If the WID allows work on an adjoining property as part of the project, additional WIDs signed by the adjoining landowners/ managers must be obtained. The WID document numbers for the adjoining properties go in this subsection. If WID numbers are not assigned, list the name of the other land owners/managers instead of numbers.
13. List the full common names of the targeted species as found in MIS. Review MIS Reference Files for accuracy.
14. If more than 10 species are targeted, mark this box and list the additional species on WS Form 12 Addendum. The WS Form 12A also requires an original signature. Ensure the WS Form 12 Addendum is attached to this WS Form 12A.

SECTION 4 . Component Use Information

15. List the components that will be used in the project. They must be annotated exactly as they appear in the MIS component list. Do not list any activities (e.g. shooting, trapping, etc.).
16. If more than six components are entered, mark this box and list the additional components on WS Form 12 Addendum. The WS Form 12 Addendum also requires an original signature. Ensure the addendum is attached to this WS Form 12A.

Section 5 . Work Initiation Considerations, WS Responsibilities

17. The Cooperator is required to read this section, or alternatively have it read to him/her, before signatures are affixed to the WID.

Section 6 . Work Initiation Considerations, Cooperator Responsibilities

18. The Cooperator is required to read this section, or alternatively have it read to him/her, before signatures are affixed to the WID.

19. **Special Considerations** - If any special considerations are agreed to for this project, enter them in Item 19. They may also be entered in the MIS in the Agreement Remarks or the Property Comments fields.

20, 21. **Signatures/Dates** - To complete the form, both the Cooperator's authorized signer and the APHIS Representative (WS employee) print their names, sign in ink, and date the WS Form 12A. The WS employee also enters a contact telephone number and the State Office's address.

The WS employee is responsible for ensuring the Cooperator or authorized representative receives a copy of the WS Privacy Act Notice.

PRIVACY ACT NOTICE

Title 5 United States Code, Section 552a(e)(3) requires that each agency that maintains a system of records provide each individual from whom the agency solicits information with the following information.

AUTHORITY FOR REQUESTING INFORMATION

Title 7, United States Code, Section 8351 to 8353, and Title 16 United States Code, Section 667, authorizes officers, agents, and employees of the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS) to conduct a program of wildlife services and to enter into agreements with States, local jurisdictions, individuals, and public and private agencies, organizations, and institutions for the purpose of conducting such services.

NATURE OF YOUR DISCLOSURE OF INFORMATION

Disclosure of information solicited by USDA, APHIS, Wildlife Services is voluntary.

PRINCIPLE PURPOSE FOR WHICH THE INFORMATION IS SOLICITED

Information is solicited from you for the purpose of executing and implementing agreements for control of wildlife damage.

ROUTINE USES WHICH MAY BE MADE OF THE INFORMATION

- (1) To cooperative Federal, State, Tribal, and local government officials, employees, or contractors and other parties as necessary to carry out the program; and other parties engaged to assist in administering the program. Such contractors and other parties will be bound by the nondisclosure provisions of the Privacy Act. This routine use assists the agency in carrying out the program, and thus is compatible with the purpose for which the records are created and maintained;
- (2) To the appropriate agency, whether Federal, State, local, Tribal, or foreign, charged with responsibility of investigating or prosecuting a violation of law or of enforcing, implementing, or complying with a statute, rule, regulation, or order issued pursuant thereto, of any record within this system when information available indicates a violation or potential violation of law, whether civil, criminal, or regulatory in nature, and either arising by general statute or particular program statute, or by rule, regulation, or court order issued pursuant thereto;
- (3) To the Department of Justice when the agency, or any component thereof, or any employee of the agency in his or her official capacity, or any employee of the agency in his or her individual capacity where the Department of Justice has agreed to represent the employee, or the United States, in litigation, where the agency determines that litigation is likely to affect the agency or any of its components, is a party to litigation or has an interest in such litigation, and the use of such records by the Department of Justice is deemed by the agency to be relevant and necessary to the litigation; provided, however, that in each case, the agency determines that disclosure of the records to the Department of Justice is a use of the information contained in the records that is compatible with the purpose for which the records were collected;
- (4) For use in a proceeding before a court or adjudicative body before which the agency is authorized to appear, when the agency, or any component thereof, or any employee of the agency in his or her official capacity, or any employee of the agency in his or her individual capacity where the agency has agreed to represent the employee, or the United States, where the agency determines that litigation is likely to affect the agency or any of its components, is a party to litigation or has an interest in such litigation, and the agency determines that use of such records is relevant and necessary to the litigation; provided, however, that in each case, the agency determines that disclosure of the records to the court is a use of the information contained in the records that is compatible with the purpose for which the records were collected;
- (5) To appropriate agencies, entities, and persons when the agency suspects or has confirmed that the security or confidentiality of information in the system of records has been compromised, the agency has determined that as a result of the suspected or confirmed compromise, there is a risk of harm to economic or property interests, a risk of identity theft or fraud, or a risk of harm to the security of integrity of this system or other systems or programs (whether maintained by the agency or another agency or entity) that rely upon the compromised information; and the disclosure made to such agencies, entities, and persons is reasonably necessary to assist in connection with the agency's efforts to respond to the suspected or confirmed compromise and prevent, minimize, or remedy such harm;
- (6) To USDA contractors, partner agency employee or contractors, or private industry employed to identify patterns, trends, or anomalies indicative of fraud, waste, or abuse;
- (7) To land management agencies, such as the Bureau of Land Management and the U.S. Fish and Wildlife Service, relating to wildlife damage on grazing allotments;
- (8) To consumer reporting agencies in accordance with 31 U.S.C. 3711(e);
- (9) To Federal, State, Tribal, and local regulatory agencies and their employees and contractors who collaborate with Wildlife Services in implementation of, or agencies that regulate, wildlife management projects or programs, or who have an interest in, or regulate, animal or public health, or national security;
- (10) To Federal or State Government-level representatives of the U.S. Environmental Protection Agency, in compliance with the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) mandate (7 U.S.C. 136), of the location on a cooperator's property where certain regulated pesticide devices are deployed or regulated pesticides are applied; and
- (11) To the National Archives and Records Administration (NARA) or to the General Services Administration for records management inspections conducted under 44 U.S.C. 2904 and 2906.

EFFECTS OF FAILURE TO FURNISH INFORMATION

Failure to provide the solicited information will not subject you to penalties or adverse consequences.



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

AGENDA ITEM NO. 9.b.13.

MEETING DATE: March 23, 2026

SUBJECT: Resolution Authorizing City Administrator to Execute Engineering Services Contract with Espy Professional Services for Hightown Water Tank Rehabilitation

Unfinished Business:

New Business:

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Allison Martin

Approved By: John Webb

Summary:

On March 2, 2026, the City Council approved the 2026 Water & Sewer Capital budget ordinance. Hightown Water Tank Rehabilitation is a project included in the 2026 Water & Sewer Capital budget. The Utilities Department received a proposal from Espy Professional Services for engineering services associated with this project to include preliminary design, final design, bid phase services, and construction administration. This resolution authorizes the City Administrator to execute an Engineering Services Contract with Espy Professional Services in the amount of \$65,000.00.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 50-39-600-81409 Amount: \$65,000.00

Motion for Consideration:

I move to adopt the resolution Authorizing the City Administrator to execute an engineering services contract with Espy Professional Services for Hightown Water Tank Rehabilitation.

RESOLUTION NO. 26-

**RESOLUTION AUTHORIZING CITY ADMINISTRATOR TO EXECUTE
ENGINEERING SERVICES CONTRACT WITH ESPY PROFESSIONAL SERVICES
FOR HIGHTOWN WATER TANK REHABILITATION**

WHEREAS, on March 2, 2026, the City Council approved the 2026 Water & Sewer Capital budget ordinance, and

WHEREAS, Hightown Water Tank Rehabilitation is a capital project included in the 2026 Water & Sewer Capital budget ordinance, and

WHEREAS, the Utilities Department received a proposal for Engineering Services associated with the Hightown Water Tank Rehabilitation project from Espy Professional Services, in the amount of \$65,000.00.

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

1. The City Administrator is authorized by Council to execute an engineering services contract for the Hightown Water Tank Rehabilitation project with Espy Professional Services in the amount of \$65,000.00.
2. The City Administrator is hereby authorized to take all action and execute all documents required for the implementation of this Resolution.
3. The City Administrator is hereby authorized to issue and approve requisitions associated with the contracts approved by this Resolution.

RESOLVED AND DONE THIS 23rd DAY OF MARCH 2026.

CITY COUNCIL OF THE CITY OF NORTHPORT

Jamie Dykes, Its President

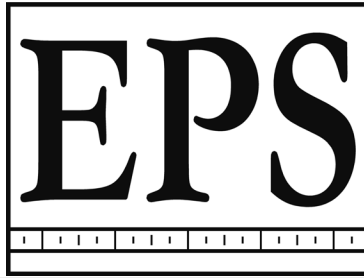
ATTEST:

Tera Tubbs, City Administrator

Reading: _____, 2026

Motion: _____

Second: _____



Espy Professional Services LLC

(205)799-4102

collins@espyprofessional.com

916 Heritage Drive

Tuscaloosa, Alabama 35406

CITY OF NORTHPORT HIGHTOWN TANK REHABILITATION PROPOSAL FOR ENGINEERING SERVICES

PROJECT OVERVIEW

The intent of this project is to perform the necessary field modifications, system coordination, and protective coating rehabilitation required to restore and extend the service life of the Hightown elevated water storage tank while maintaining overall system reliability.

The work will include coordination of tank isolation and shutdown activities, limited water system improvements as required to support the rehabilitation, and full interior and exterior surface preparation and recoating in accordance with applicable industry standards. Engineering services will support the project through planning, design, bidding, construction administration, and closeout to ensure the work is executed safely, efficiently, and in a manner that minimizes disruption to the City of Northport's water distribution system while delivering a durable, long-term asset.

ENGINEERING FEE SUMMARY

All engineering services for this project shall be provided on an hourly basis with defined Not-to-Exceed (NTE) limits. The City of Northport will not be billed in excess of the amounts shown below without prior written authorization.

Phase	Fee Structure	Not-to-Exceed Amount
Preliminary Design	Hourly NTE	\$15,000
Final Design	Hourly NTE	\$15,000
Bid Phase Services	Hourly NTE	\$5,000
Construction Administration & Oversight	Hourly NTE	\$30,000
TOTAL ENGINEERING FEES	Hourly NTE	\$65,000

SCOPE OF SERVICES

A. ENGINEERING DESIGN SERVICES

(Preliminary Design \$15,000 + Final Design \$15,000 + Bid Phase \$5,000 = \$35,000)

- a) Tank Isolation and Shutdown Preparation
 - i Assist with hydraulic system modeling to evaluate tank isolation scenarios



- ii Assist City field crews with valve identification and system isolation planning
- iii Prepare plans and proposals for minor public works contracts, as required, to implement system improvements necessary to support the Hightown Tank Rehabilitation
- b) Preparation of bid documents for Hightown Tank Rehabilitation
- c) Conduct pre-bid conference
- d) Bid opening and preparation of certified bid tabulation
- e) Bid evaluation and recommendation to the City of Northport
- f) Preparation of executed contract documents
- g) Conduct preconstruction conference and issue Notice to Proceed

B. ENGINEERING CONSTRUCTION ADMINISTRATION AND OVERSITE

(Basic Engineering Services During Construction \$30,000)

- a) Review of Material Submittals
- b) Process Monthly Pay Estimates and any Change Orders
- c) Coordinate tank draining and water system provisions as required to take tank out of service
- d) Troubleshoot Deficiencies
- e) Resident Observation as needed and provide NACE Certified Coatings Inspection
- f) Maintain Records of Site and Weather Conditions
- g) Project Closeout
 - i Coordinate Disinfection Testing and Tank Refilling
 - ii Final Inspection and Establish Warranty Date
 - iii As-built Drawings
- h) One-year Warranty Coordination and Inspection (if requested by City)

Engineering fees shall be billed monthly as work progresses and paid in accordance with the agreed schedule.

PROJECT RATE SCHEDULE

Work Classification	Rate
Principal Engineer	\$180.00 / hour
Professional Engineer	\$150.00 / hour
Staff Engineer	\$120.00 / hour
Professional Land Surveyor	\$150.00 / hour
Field Survey Crew	\$200.00 / hour
Engineering Technician I	\$90.00 / hour
Engineering Technician II	\$80.00 / hour
Mileage	\$0.725 / mile
Subconsultant	Cost plus 15%

These rates shall apply to this project through December 31, 2026.



PRELIMINARY COST ESTIMATE

Item No.	Quantity	Unit	Description	Estimated Unit Cost	Estimated Total Cost
Estimated Construction Cost - Tank					
Base Construction Cost					
1	1.0	LS	Mobilization	\$25,000.00	\$25,000.00
2	16000.0	SF	Interior Rehabilitation Surface Prep: SSPC SP10Primer: Zinc Intermediate: Epoxy Finish: Epoxy	\$13.00	\$208,000.00
3	1.0	LS	Containment System	\$65,000.00	\$65,000.00
4	14000.0	SF	Exterior Rehabilitation Surface Prep: SSPC SP10Primer: Zinc Intermediate: Polyurethane Finish: Polyurethane	\$12.50	\$175,000.00
5	1.0	LS	Welding Repair (Mild)	\$5,000.00	\$5,000.00
6	1.0	LS	Replace Ladder Guard	\$4,000.00	\$4,000.00
7	1.0	LS	New Overflow Screen (#20 Mesh)	\$2,000.00	\$2,000.00
8	1.0	LS	Site Restoration	\$5,000.00	\$5,000.00
Estimated Construction Cost (Base Cost)					\$489,000.00
Additive Construction Cost Options					
A1	1.0	LS	PRV Assembly	\$45,000.00	\$45,000.00
A2	1.0	LS	PRV installed in existing vault	\$15,000.00	\$15,000.00
A3	16000.0	SF	100% Solids Interior	\$1.20	\$19,200.00
A4	14000.0	SF	Fluoropolymer Exterior	\$1.20	\$16,800.00
Estimated Construction Cost (Additive Cost)					\$96,000.00
Total Estimated Construction Cost					\$585,000.00
Cont. ID	Payment		Item Description		Max. Contract Amount
Proposed Engineering Cost					
A	Hourly NTE		Preliminary Design		\$15,000.00
B	Hourly NTE		Final Design		\$15,000.00
C	Hourly NTE		Bid Phase		\$5,000.00
D	Hourly NTE		Basic Engineering Services During Construction (SDC)		\$30,000.00
Total Estimated Engineering Cost					\$65,000.00
Total Estimated Project Cost					\$650,000.00



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

AGENDA ITEM NO. 9.c.1.
MEETING DATE: March 23, 2026
SUBJECT: Minutes, March 2, 2026

Prepared By: Malorie Mixon

Approved By: Tera Tubbs

Summary:

The attached document includes minutes from March 2, 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 March 2, 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 Naia Smith.

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

ROLL CALL: The following members were present:

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

A quorum was declared present. Mayor Phillips was absent, City Administrator Tubbs was present.

PRESENTATIONS: President Dykes presented a proclamation recognizing Gypsy River Apparel as the March Business of the Month along with a proclamation recognizing West Alabama Fellowship of Christian Athletes.

APPROVAL OF THE AGENDA: Approved as printed.

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

VISITORS TO ADDRESS THE COUNCIL: None.

UNFINISHED BUSINESS: None.

NEW BUSINESS

First Reading – Ordinance adopting amendments to the Zoning Ordinance. The City of Northport is proposing amendments to the zoning ordinance. The amendments follow a quarterly review of the zoning ordinance that was adopted on December 16, 2024. The updates serve to correct errors, clean up and clarify minor issues that have been discovered since adoption.

Offered by: Dykes

First Reading – Ordinance annexing 1.27 acres located south of Old Union Chapel Road and west of Union Chapel Road. 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. The annexation request was given a positive recommendation from the Planning Commission.

Offered by: Higdon

First Reading – Ordinance approving a Conditional Use for property located at 2403 10th Street.

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. 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.

Offered by: Dykes

First Reading – Ordinance Adopting FY2026 General Fund and Water & Sewer Capital Budgets.

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. General Fund total \$951,292.00; Water and Sewer total \$1,930,812.51.

Suspension of the Rules

Motion: Higdon

2nd: Conger

Vote: Motion carried unanimously.

Motion to Pass Ordinance 2294

Motion: Washington

2nd: Conger

Vote: Motion carried unanimously.

Resolution 26-40 Ratifying 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.

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

Resolution 26-41 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. 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.

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

Resolution 26-42 Authorizing 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.

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

Resolution 26-43 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. 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.

Motion: Higdon | **Second:** Washington **Vote:** Motion carried. Councilor Smith Voted; *No*.

Resolution 26-44 authorizing the City Administrator to execute a Temporary Use Agreement with Warrior Baseball and Northport Fastpitch. 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.

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

Resolution 26-45 Designating Official Voting Delegates for the 2026 Alabama League of Municipalities Annual Convention. 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.

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

Resolution 26-46 Authorizing the City Administrator to enter into a contract with Vertiv Corporation for maintenance of the Public Safety radio communications system batteries. Battery services at the Martin Spur and Lake Lurleen tower sites in the amount of \$6,238.00.

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

Resolution 26-47 Authorizing Water Service Outside the City Limits for Property Located at Tilly Branch Road Lot 1. 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.

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

Resolution 26-48 Awarding Bid File No. 26-01 to Rotolo Consultants, Inc. for Furnishing of Grounds Maintenance for Williamson Cemetery. 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.

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

Resolution 26-49 Awarding Bid File No. 26-02 to Hudson Lawn Care, LLC for Buckhead Drainage Way Clean-up. 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.

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

Resolution 26-50 Awarding Bid File No. 26-03 to Video Industrial Services for As Needed Drainage Pipe Rehab. 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.

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

Resolution 26-51 Awarding Bid File No. 26-04 to Ellison’s Tree Service, LLC for Tree Removal Services. 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.

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

Resolution 26-52 Rejecting All Bids Received for Bid No. 26-05 for the Furnishing of Custodial Services for Northport Community Center. 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.

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

CONSENT AGENDA

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

- 1. Minutes of February 16, 2026 – Tera Tubbs
- 2. Bill Listing – Tera Tubbs
- 3. Purchase Requisition: Outsourced Legal Services, Bradley, Arant, Boult, Cummings, LLP, \$10,316.25. Legal services rendered through January 2026 related public finance and related advice.
- 4. Purchase Requisition: ByteSpeed, in the amount of \$5,200.00, is for replacing four computers in Utilities. 1 for Wastewater Collections, 1 for Meter Operations, and two for Utilities Billing Office.
- 5. Purchase Requisition: Rivertree Systems Inc., \$10,875.00. 145 audit hours on a taxpayer for a business license audit resulting in a proceed check of \$26,165.95.
- 6. Purchase Requisition: Vertiv Corporation for annual battery maintenance on the Public Safety Radio Communications System in the amount of \$6,238.00.
- 7. Purchase Requisition: Tuscaloosa County Commission Metro Jail Bill in the amount of \$42,157.50 to house prisoners October 2025 - December 2025.
- 8. Purchase Requisition: CDW Government for VPN software renewal for the Public Safety and Utilities Department total cost is \$10,687.50.
- 9. Purchase Requisition: ByteSpeed to purchase six computers as part of the 2026 Computer Replacement Project for the Public Works Department, total amount \$7,800.00.

10. Purchase Requisition: ByteSpeed to purchase eleven computers as part of the 2026 Computer Replacement Project for the Police Department, total amount \$14,300.00.
11. Purchase Requisition: Transmission for Trash Truck #2370; The W.W. Williams Company, Birmingham, \$11,305.60. 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. This price is based on an estimate from the vendor that includes diagnostic fees, labor, and parts.

PUBLIC HEARINGS

ENGINEERING DEPARTMENT: None.

LEGAL DEPARTMENT:

Resolution 26-53 authorizing the City Administrator to Execute ABC Approval Letter to Crimson Spirits, LLC d/b/a Crimson Spirits for Sale of Consumable Hemp Products. 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.

There were no speakers to address the council.

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

PLANNING & INSPECTIONS DEPARTMENT

Second Reading – Ordinance 2295 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.

There were no speakers to address the council.

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

Second Reading – Ordinance ordering demolition of an unsafe structure located at 3905 Hunter Creek Road. The Chief Building Official has found that the structure located at 3905 Hunter Creek Road is unsafe and dangerous to public health. The 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.

Speaker: John Newman (homeowner) gave an update on renovations, stating significant progress (new roof, windows being replaced, inside structure stabilized). He plans to contact the Inspections Department soon to review the list of required items he must complete.

TABLE to June 1, 2026 Motion: Conger | **Second:** Washington **Vote:** Motion carried unanimously.

POLICE DEPARTMENT: None.

CITY ADMINISTRATOR’S BUSINESS: None.

MAYOR & COUNCIL MEMBERS’ BUSINESS

President Dykes - Outside Legal Review of University Beach Agreement. The council hired Whit Colvin from the Birmingham law firm Bishop and Brooks at the beginning of the year. Whit Colvin has 30 years of experience with elected boards and municipalities. No prior involvement or knowledge regarding the original agreement. He was recommended by a source outside the city, ensuring

impartiality. His role includes a thorough review of the existing agreement and ongoing monitoring to ensure that the developers of University Beach comply with all terms, thus protecting the city’s interests.

Councilor Smith - The recent Bunny Trail event was deemed a success. Announced "Bunny Trail After Dark" event scheduled for Friday at 5:30pm. encouraged to check the Junior League of Tuscaloosa and Northport Bunny Trail Facebook pages for more information. Reminder of Daylight Savings Time.

Councilor Conger - Thanked everyone who attended the Small Business Forum last Monday, noting an overwhelming and positive response. The Small Business Forum will now be a quarterly event. The next forum is scheduled for June 22nd at 5:30pm. The council is reviewing issues raised during the forum and looks forward to ongoing collaboration with local businesses. The council celebrated the Exchange Club's Officer of the Year for the Northport Police Department, congratulating Officer Kyle Sanford for his service. Special recognition was given to city staff, specifically Savannah Nelson, for their diligent work in identifying and managing grant applications that benefit the city’s budget and fiscal responsibility.

EXECUTIVE SESSION – Potential Litigation & Economic Development

Adjourn into Executive Session to discuss potential litigation. The session is expected to take 30 minutes, and the council will take no action after executive session is concluded.

Time: 6:12 p.m. Motion: Higdon | **Second:** Conger **Vote:** Motion carried unanimously.

RECONVENE

The Council reconvened in regular session at **6:55** p.m.

ADJOURNMENT

Time: 6:55 p.m. Motion: Dykes | **Second:** Higdon **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 23, 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.



City of Northport

Expense Approval Report

By (None)

Payment Dates 2/26/2026 - 3/18/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Thompson Engineering Inc	260103524	03/02/2026	Proposal for CE&I Services for ...	11,113.38
FirstPoint Collection Resources..	105873	02/19/2026	Gross Payment Fees	330.19
Mary Prentice	INV0041177	02/16/2026	NPCC Security Deposit Refund...	100.00
Sain Associates Inc	57543	02/23/2026	Safe Streets for All Demo Gran...	2,033.21
Oink Inc	INV0041392	02/19/2026	BL Overpayment Refund	270.65
B.W. Hobson Construction C...	INV0041568	02/25/2026	BL Overpayment Refund	511.46
Braxsim LLC	INV0041573	02/25/2026	BL Overpayment Refund	178.95
Deborah Gray	INV0041574	02/25/2026	BL Overpayment Refund	123.50
Warrior River Lumber Co.	INV0041567	02/25/2026	BL Overpayment Refund	200.33
Allison M Garner	INV0041456	02/23/2026	NPCC Security Deposit Refund...	100.00
Anahi Trejo	INV0041459	02/23/2026	NPCC Security Deposit Refund...	100.00
Chelsie Elliott	INV0041460	02/23/2026	NPCC security Deposit Refund...	100.00
Matthew Sellers	INV0041465	02/23/2026	BL Overpayment Refund	10.00
Cardiology Associates	INV0041570	02/25/2026	BL Overpayment Refund	10.00
Alabama Electrical Service Inc	INV0041575	02/25/2026	BL Overpayment Refund	384.50
Engineering Plus Inc.	INV0041569	02/25/2026	BL Overpayment Refund	265.00
The Bull Company, Inc.	INV0041571	02/25/2026	BL Overpayment Refund	227.93
Delview Construction	INV0041572	02/25/2026	BL Overpayment Refund	625.00
Jason's Drain Service	INV0041608	02/25/2026	ROW Permit Refund ROW26-...	725.00
Fred Robertson Wrecker Servi...	INV0041617	02/25/2026	BL Overpayment Refund	55.00
Hicks Plumbing	INV0042065	03/05/2026	BL Overpayment Refund	35.35
Olivia Tucker	INV0041779	03/02/2026	NPCC Security Deposit Refund...	100.00
Kimdeldria Washington	INV0042304	03/11/2026	NPCC Security Deposit Refund...	100.00
Jim Parten	INV0042306	03/11/2026	NPCC Rental Refund CHR25-O...	100.00
Jim Parten	INV0042306	03/11/2026	NPCC Rental Refund CHR25-O...	275.00
				18,074.45
Department: 13 - Mayor & City Council				
West Alabama Fellowship of C...	INV0041175	02/16/2026	Table Sponsorship (T. Smith/Ci...	1,000.00
Tuscaloosa County High School	INV0041178	02/16/2026	Softball Team	1,200.00
Verizon	6136776677Admin	03/05/2026	Acct 423469999-00001 Admin	323.92
Amazon Capital Services	119F-7RHW-PTDQ	03/02/2026	mayor signature stamp	15.98
Tuscaloosa County High School	INV0042110	03/06/2026	Basketball	1,000.00
Tuscaloosa County High School	INV0042113	03/06/2026	Basketball	500.00
Tuscaloosa County High School	INV0042115	03/06/2026	Basketball	250.00
Tuscaloosa County High School	INV0042117	03/06/2026	Basketball	1,000.00
United Cerebral Palsy of West...	INV0042311	03/11/2026	UCP Swing for a Cause Hole S...	250.00
Department 13 - Mayor & City Council Total:				5,539.90
Department: 15 - Administrative				
Eatmybeats Inc.	87902	03/04/2026	Invoice- Eat My Beats	860.00
USI Insurance Svc LLC Alabama	5804124b	02/23/2026	Yearly Renewal Installment 3 ...	199,507.20
Trane U.S. Inc	20939087	02/17/2026	CH - gas valve for RTU 8	158.18
Grainger Inc.	9801207631	02/25/2026	ballasts and bulbs for CH audi...	591.34
Walmart	c68ee4dc	02/16/2026	Walmart-Decorations for Bun...	11.76
Burnum-Hahn Exterminators I...	INV0041188	02/16/2026	Monthly Pest Control	79.00
Walmart	21784bd0	02/16/2026	Walmart-Decorations for Bun...	11.76
Spire	INV0041472	02/23/2026	2101 Park St 5773780740	15.62
Paint Spot	N0319916	02/18/2026	paint for new Asst. Atty office	25.99
Amazon Capital Services	1V6X-C1V4-FF6J	02/18/2026	Amazon- Egg decorations for C...	14.47
CDW Government LLC	AI1UL8XAdmin	02/23/2026	CDW-Adobe Software Renewa...	1,173.24
USI Insurance Svc LLC Alabama	5879404	02/27/2026	Public Officials Bond	1,050.00
Spire	INV0041528	02/24/2026	512 Main Ave 4973862222	189.26
Spire	INV0041532	02/24/2026	3401 Main Ave C 0423132222	2,117.26
Verizon	6136776677Admin	03/05/2026	Acct 423469999-00001 Admin	214.97
Cintas	4260594025	02/25/2026	Payer # 14353428	76.99

Expense Approval Report

Payment Dates: 2/26/2026 - 3/18/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
USI Insurance Svc LLC Alabama	5883688	02/25/2026	COUNCIL 2/16/26-9B5 Insuran...	41,600.43
Tuscaloosa Ford LLC	FOCP24775	02/24/2026	FIN - Car Repair	2,222.02
Pitney Bowes Inc.	1029023017	03/02/2026	Meter Cartridge for Postage ...	265.59
Stericycle Inc.	8013525438	03/06/2026	Regular Service I On-site (pape...	149.03
Amazon Capital Services	1HLC-FNMJ-RG9X	03/02/2026	Microphone and Lapel microp...	107.98
Comcast Cable	INV0042169	03/10/2026	2001 Park ST 8396 90 014 032...	257.90
Comcast Cable	INV0042170	03/10/2026	1600 Main Ave Unit HMOFC 8...	234.95
Sequel Electrical Supply	932036563	03/03/2026	new LED lights for CH lobby	83.78
Regions Bank	INV0042080	03/05/2026	2021 B WARRANTS - March 2...	48,668.63
Regions Bank	INV0042082	03/05/2026	2016 GF SERIES - March 2026	78,887.50
Cintas	4262109529	03/10/2026	Payer # 14353428	76.99
Sequel Electrical Supply	932090173	03/12/2026	LED lights for around City Hall	180.16
Department 15 - Administrative Total:				378,832.00

Department: 16 - Legal

Bradley Arant Boulton Cummings...	1926781	03/03/2026	CONSENT 3/2 Outsourced Leg...	10,316.25
CDW Government LLC	AI1UL8XLegal	02/23/2026	Adobe Software Renewal - Le...	879.93
Verizon	6136776677Legal	03/05/2026	Acct 423469999-00001 Legal	120.67
Mary Virginia Buck	INV0041839	03/03/2026	Retainer Services - March 2026	350.00
Department 16 - Legal Total:				11,666.85

Department: 17 - Municipal Court

Deluxe for Business	9010077304	02/25/2026	PARTIAL PAY LEDGER	954.53
Janie Lee Mangeri Smith	INV0041444	02/23/2026	Special Prosecutor 2/20/26	625.00
Staples Business Advantage	6056581212	02/26/2026	Signature Pad	338.98
Staples Business Advantage	6056581214	02/26/2026	Supplies	246.09
Staples Business Advantage	6056581216	02/26/2026	Supplies	198.62
Cira L. Woolbright	INV0041734	02/27/2026	Translator	240.00
Christopher Edward Allen	INV0041767	03/02/2026	SPECIAL JUDGE 2/27/26	875.00
Andrew J Clay Law Firm	INV0042100	03/06/2026	February 2026	1,710.05
Krebs Law LLC	INV0041843	03/03/2026	Judicial Services City Prosecut...	4,234.35
Paul W. Patterson II P.C.	INV0041846	03/03/2026	Judicial Services Municipal Jud...	6,354.35
Alabama Crime Victims Comp...	INV0042094	03/06/2026	February 2026	912.50
Alabama Peace Officer's Annui...	INV0042095	03/06/2026	February 2026	1,842.50
Circuit Clerks Judicial Administ...	INV0042096	03/06/2026	February 2026	909.93
The Citizenship Trust Fund	INV0042098	03/06/2026	February 2026	400.50
Presiding Circuit Judges' Judici...	INV0042099	03/06/2026	February 2026	905.82
State Judicial Administration F...	INV0042102	03/06/2026	February 2026	3,612.68
Solicitor's Fund	INV0042103	03/06/2026	February 2026	7,318.86
District Attorney Restitution R...	INV0042101	03/06/2026	February 2026	169.88
Alabama Comptroller's Office	INV0042097	03/06/2026	February 2026	26,033.51
One Source Office Products LLC	IN-38413	03/09/2026	Name Plate	8.40
Department 17 - Municipal Court Total:				57,891.55

Department: 22 - Information Technology

A T & T	0718522114b	02/20/2026	831-001-2475 849 GF	2,687.92
A T & T	3744702114	02/20/2026	831-001-3720 096	549.62
Comcast Cable	INV0041407	02/20/2026	3721 26th Ave 8396 90 014 0...	192.92
Comcast Cable	INV0041482	02/23/2026	1781 Harper Rd 8396 90 014 ...	325.66
Spectrum Business	177395401021426	02/20/2026	13205 MArtin Road SPUR 177...	119.99
Comcast Cable	INV0041484	02/23/2026	1101 MLK 8396 90 014 02071...	168.47
Comcast Cable	263880010gf	02/23/2026	Acct 931094268	10,258.14
Xerox Corporation	41636196 GF	02/23/2026	Contract Charges 2/10-3/9/26	1,623.17
Comcast Cable	INV0041523	02/24/2026	3500 McFarland Blvd OFC 839...	487.89
CDW Government LLC	AI1UL8Xit	02/23/2026	IT - Adobe License Renewal	1,466.55
Dell Marketing LP	10862797462	02/20/2026	Dell Pro 14 - 512 Laptop	2,900.44
ByteSpeed LLC	INV0183958	02/20/2026	Bytespeed B660T Mini PC	3,900.00
ByteSpeed LLC	INV0183959	02/20/2026	B660T Mini PC	1,300.00
Verizon	6136776677IT	03/05/2026	Acct 423469999-00001 IT	210.69
Comcast Cable	INV0041983	03/04/2026	5410 Hwy 69N 8396 90 014 0...	556.19
Dell Marketing LP	10863661560	02/26/2026	Dell Pro 14-512 Laptop	1,450.22
J & J Telephone Inc.	808189	02/25/2026	Acct 29956	576.01

Expense Approval Report

Payment Dates: 2/26/2026 - 3/18/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Dell Marketing LP	10863968900	03/02/2026	Dell Pro 14 -512	1,450.22
C Spire Business	0000693209-65	03/09/2026	Acct 0000693209	2,440.00
Uniti Fiber GulfCo LLC	652437	03/04/2026	Acct 1629847	585.00
New Horizons Communication...	C164106	03/03/2026	CORP-779914	175.59
Amazon Capital Services	1YWT-4VHK-L4V9	03/03/2026	Replacement Travel Mouse	7.03
Amazon Capital Services	1YWT-4VHK-L4V9	03/03/2026	DVD/CD Burner for Court	21.84
Amazon Capital Services	1YWT-4VHK-L4V9	03/03/2026	Dell Thunderbolt Docking Stat...	259.18
ByteSpeed LLC	INV0184263	03/06/2026	B660T Mini PC	7,800.00
Department 22 - Information Technology Total:				41,512.74
Department: 25 - Finance				
Rivertree Systems Inc.	Nport259b	03/06/2026	Northport Audit on River City ...	10,875.00
CDW Government LLC	AI1UL8XFinance	02/23/2026	FIN - Adobe Renewals	879.93
Verizon	6136776677FIN	03/05/2026	Acct 423469999-00001 Finance	201.33
Northport Gazette The	INV0041783	03/02/2026	adv ord 2293 back to school t...	103.50
Amazon Capital Services	1KWM-WGWY-7CT1	03/09/2026	Fin - Chair	579.99
Department 25 - Finance Total:				12,639.75
Department: 26 - Human Resources				
Alabama Interactive LLC	5643966	02/19/2026	2026 MVR Subscription Fee	95.00
CDW Government LLC	AI1UL8XHR	02/23/2026	Adobe Software Renewal	586.62
Verizon	6136776677HR	03/05/2026	Acct 423469999-00001 HR	120.67
Phelps Jenkins Gibson & Fowl...	258	03/10/2026	Retainer Fee January 2026	1,600.00
Cobbs Allen & Hall Inc.	105266	03/10/2026	Monthly Fee March 2026	1,250.00
Department 26 - Human Resources Total:				3,652.29
Department: 28 - Planning & Inspections				
Lowe's Home Centers Inc.	995424	03/04/2026	supplies	17.06
Amazon Capital Services	1PDN-VPN7-D1KP	02/16/2026	supplies	241.23
CDW Government LLC	AI1UL8XPBI	02/23/2026	Adobe licenses	1,173.24
Northport Gazette The	INV0041934	03/04/2026	legal ad zoning amend	165.00
SHI International Corp.	B20835726	02/20/2026	AutoCAD subscription	786.33
Verizon	6136776677PZ	03/05/2026	Acct 423469999-00001 PZ	405.66
Northport Gazette The	INV0041787	03/02/2026	legal ad	411.30
Northport Gazette The	INV0041938	03/04/2026	legal ad zoning amend	165.00
Northport Gazette The	INV0042155	03/10/2026	legal notice pzc	57.15
Department 28 - Planning & Inspections Total:				3,421.97
Department: 32 - Engineering				
Thompson Engineering Inc	260103540	03/02/2026	MLK Roadway - CE&I	100,624.08
Fieldturf USA Inc	Northport River Run SB Field 1...	02/23/2026	River Run Park Turf	145,302.63
Chris Ferrante	INV0041851	03/03/2026	Chris Ferrante's Reimbursement...	154.00
Pace Analytical LLC	2620484346	02/24/2026	Blanket - PACE_water sample ...	575.00
CDW Government LLC	AI1UL8XENG	02/23/2026	2026 Adobe Software Renewal	2,971.66
Verizon	6136776677ENG	03/05/2026	Acct 423469999-00001 Engin...	655.95
Duncan Coker P.C.	Proj 26-22 Inv 1	03/02/2026	City Property Evaluation	4,890.00
White Cap LP	50035551907	02/25/2026	Rose Blvd. Ped Imp. - Access T...	1,286.95
Amazon Capital Services	1JJ6-1DJJ-3R3X	02/26/2026	Amazon - David's Phone Case ...	58.85
American Society of Civil Engi...	260007	03/03/2026	ASCE Membership Dues	60.00
Global HR Research LLC	20263-118108	03/10/2026	New Hire Background Checks	69.62
Amazon Capital Services	1F61-TJNT-CVJ1	03/03/2026	Office Supplies	46.23
Amazon Capital Services	1NWN-3HY9-CYW3	03/03/2026	Amazon - Computer Speakers	13.01
Amazon Capital Services	1JDR-NTLR-197Q	03/06/2026	Amazon Iphone Cases and Sc...	87.70
Department 32 - Engineering Total:				256,795.68
Department: 33 - Police				
Safe Kids Tuscaloosa	2008777678	02/23/2026	Safe Kids Insurance	1,465.00
Tuscaloosa Tire & Service Cen...	N297051	03/04/2026	CC APPROVED 10.6.25; tires - ...	439.47
Tuscaloosa County Commission	0755	03/03/2026	AGENDA 3.2.26 - Metro Jail Bill	42,157.50
Tuscaloosa Tire & Service Cen...	N297234	03/04/2026	CC APPROVED 10.6.25; tires - ...	353.24
Tuscaloosa Tire & Service Cen...	N297284	03/04/2026	CC APPROVED 10.6.25; tires - ...	79.95
Tuscaloosa Tire & Service Cen...	N297308	03/04/2026	CC APPROVED 10.6.25; tires - ...	683.11
Northport Auto Supply Co. Inc.	101017515	02/25/2026	PD #439 - purge valve	38.85
Northport Auto Supply Co. Inc.	101017994	02/25/2026	PD #4900 - alternator	355.76

Expense Approval Report

Payment Dates: 2/26/2026 - 3/18/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Northport Auto Supply Co. Inc.	101018318	03/04/2026	CC APPROVED 10.6.25; PM pa...	78.96
TRUCKWORX HOLDING CO INC	1130219094	02/25/2026	PD #2701 (MRAP) - batteries	1,175.24
Gulf States Distributors Inc.	1502985-IN	02/19/2026	Vest - Jimenz	30.15
Amerigas	3186905645	03/02/2026	Propane refills at tower sites	540.59
Galls LLC	034086757	03/03/2026	BLANKET	189.24
Northport Auto Supply Co. Inc.	101018912	03/04/2026	CC APPROVED 10.6.25; PM pa...	31.85
Northport Auto Supply Co. Inc.	101019463	02/23/2026	! PD #463 - TCM programming...	195.00
CDW Government LLC	AI1UL8XPD	02/23/2026	2026 Adobe Software Renewal	586.62
Fred Robertson Wrecker Servi...	B61135-1	02/25/2026	towing for PD vehicles as nee...	125.00
Northport Auto Supply Co. Inc.	101019552	02/25/2026	PD #421 - coolant temp sensor..	61.73
Northport Auto Supply Co. Inc.	101019647	03/04/2026	CC APPROVED 10.6.25; PM pa...	4.00
Tuscaloosa Tire & Service Cen...	N297545	02/25/2026	CC APPROVED 10.6.25; tires - ...	724.71
Wittichen Supply Co. Inc.	S108494360.001	02/25/2026	AHU belts for preventative ma...	16.12
Priority Dispatch Corp	SIN430859	02/18/2026	Lightsey - EMD training	133.00
Northport Auto Supply Co. Inc.	101019915	03/04/2026	CC APPROVED 10.6.25; PM pa...	58.55
Spire	INV0041529	02/24/2026	3000 Charlie Shirley Rd 21140...	33.57
Galls LLC	034143940	03/03/2026	BLANKET	189.24
TRUCKWORX HOLDING CO INC	1130219777	03/04/2026	batteries for PD vehicles (BL-1)	162.53
Municipal & Commercial Unif...	431062	02/25/2026	Uniforms	646.15
Municipal & Commercial Unif...	431063	02/25/2026	AGENDA - 2.16.26 - PD unifor...	3,641.80
Municipal & Commercial Unif...	431064	02/25/2026	AGENDA - 2.16.26 - PD unifor...	-103.90
Municipal & Commercial Unif...	431065	02/25/2026	AGENDA - 2.16.26 - PD unifor...	3,736.60
Municipal & Commercial Unif...	431066	02/25/2026	Traffic Vest and shirts	272.40
Priority Dispatch Corp	SIN431149	02/24/2026	Dispatch - EMD Certification	770.00
GFL Environmental Inc.	UI0000038895	02/26/2026	ACCT UI1703	497.45
Verizon	6136776677PD	03/05/2026	Acct 423469999-00001 PD	200.05
Grainger Inc.	9817995609	03/04/2026	new toilet bowl for Records' to..	319.29
Priority Dispatch Corp	SIN431385	02/25/2026	Burleson - full EMD recertificat..	440.00
Galls LLC	034184588	03/03/2026	BLANKET	63.08
Galls LLC	034184650	03/03/2026	BLANKET	63.08
Northport Auto Supply Co. Inc.	101021219	03/04/2026	CC APPROVED 10.6.25; PM pa...	17.98
Cummins Mid-South LLC	C2-260237387	02/25/2026	! PD Compound generator rep...	1,409.30
Northport Auto Supply Co. Inc.	101021291	03/04/2026	PD #422 - AC condenser & lines	273.42
Staples Business Advantage	6056581211	03/02/2026	Records - expandable folders	200.12
Staples Business Advantage	6056581218	03/02/2026	Copy paper	339.92
Entenmann-Rovin Company	0193447-IN	03/02/2026	New Officer Badges	1,366.95
Priority Dispatch Corp	SIN432002	03/02/2026	Ferguson - re-test EMD	30.00
Pro-Vision LLC	SMX-26755	03/09/2026	Desktop Storage SMX-26755	3,250.00
Lowe's Home Centers Inc.	92220	03/04/2026	kit to repair PD kitchen sink	9.46
State of Alabama	INV0041841	03/03/2026	Tower Lease - March 2026	500.00
Department 33 - Police Total:				67,852.13

Department: 35 - Fire

Atlas Welding Supply Co. Inc.	636017	02/16/2026	*BLANKET* Refill oxygen, misc...	75.65
Patrick Allen Companies LLC	16907	02/23/2026	! FD Station #2 - secure roll-up...	265.00
Northport Auto Supply Co. Inc.	101012866	02/12/2026	1/2 X 1/2 P-IN X MIP	40.96
Northport Auto Supply Co. Inc.	101013041	02/12/2026	1/2 X 1/2 P-IN X MIP	-40.96
Beacon Cleaning Service	35215	02/16/2026	Wax Floors - St 1	617.40
Sunbelt Fire Inc.	00035890	02/11/2026	FD Engine #3 - pump motor & ...	710.83
Northport Auto Supply Co. Inc.	101015434	02/11/2026	! FD #2663 (Med 2) - battery	183.54
American Leak Detection of N...	70880	02/23/2026	! in-ground water leak detecti...	599.00
Lowe's Home Centers Inc.	88097	02/25/2026	light switch parts for bunk ro...	16.09
Grainger Inc.	9798632361a	02/11/2026	urinal & urinal repair parts	136.94
Grainger Inc.	9798632361a	02/11/2026	urinal & urinal repair parts	41.90
Grainger Inc.	9798632361a	02/11/2026	urinal & urinal repair parts	13.46
Grainger Inc.	9798632361b	02/11/2026	urinal & urinal repair parts (Fi...	575.69
Lowe's Home Centers Inc.	96969	02/11/2026	new exterior light for grill area...	12.33
Grainger Inc.	9800400674	03/04/2026	Credit PO 26-1558	-575.69
Grainger Inc.	9800823701	03/04/2026	urinal & urinal repair parts	411.52
Grainger Inc.	9800823701	03/04/2026	urinal & urinal repair parts	125.91
Grainger Inc.	9800823701	03/04/2026	urinal & urinal repair parts	40.46

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
NAFECO	1398451	02/17/2026	Black Polo Shirts	511.50
Channell Communications Inc.	20250246	02/18/2026	FD Station #3 - radio system t...	480.00
Burnum-Hahn Exterminators I...	INV0041187	02/16/2026	Monthly Pest Control	207.00
Vector Security	18512066	02/24/2026	Yearly Fire Alarm Monitoring -...	903.60
Burnum-Hahn Exterminators I...	1048318	02/17/2026	Monthly Pest control	79.00
Spanky's Drain & Sewer Servic...	219799	02/18/2026	repair pipe leak at FD Station ...	2,000.00
Ricks Service Co LLC	2602-CNP-FS4	02/16/2026	**AGENDA** Generator - Fire...	15,250.00
Amazon Capital Services	13L3-PFYL-Y3WT	02/20/2026	J28R06892-001 Upgraded Rep...	-213.94
Spire	INV0041786	03/02/2026	12301 Mitt Lary rd 786355555	739.70
Alabama Fire College	10672	02/23/2026	Professional Development Co...	1,000.00
KDL Sales Inc.	5377	02/20/2026	Black Pullovers	475.00
Amazon Capital Services	196L-MG6P-X9LD	02/23/2026	Apple pencils for tablet use	138.00
Amazon Capital Services	1LMQ-6JGN-GCMC	02/23/2026	Water Filter - St 2	46.40
Sunbelt Fire Inc.	00036611	03/11/2026	FD Engine #4 - wheel center c...	75.31
The Habegger Corp	5916900	02/24/2026	FD Station #4 - AC condenser ...	294.62
Appliance Parts Inc.	758128	02/25/2026	FD St #2 - water inlet valve for...	89.85
Alabama Fire College	10693	02/24/2026	Advanced EMT - K. Camp	1,200.00
Lowe's Home Centers Inc.	72806	02/25/2026	drywall for engine bay ceiling ...	18.98
Tuskaloosa Lawn Equipment L...	300093	03/04/2026	FD #2611 (Station 4 mower) - ...	224.10
Amazon Capital Services	1C3G-9MNT-VR9F	02/26/2026	Training Smoke Fluid for Fog ...	107.67
One Source Office Products LLC	OE-QT-8043-1	02/27/2026	St 1	46.50
One Source Office Products LLC	OE-QT-8043-1	02/27/2026	St 2	221.27
One Source Office Products LLC	OE-QT-8043-1	02/27/2026	St 3	306.47
One Source Office Products LLC	OE-QT-8043-1	02/27/2026	St 4	219.55
One Source Office Products LLC	OE-QT-8043-2	02/27/2026	St 4	50.66
Amazon Capital Services	1GMJ-MJQ7-6X6C	03/02/2026	Ipad Case - Investigator's Ipad	72.89
Amazon Capital Services	1WDY-Y7KP-7RXT	03/02/2026	Hazmat Gloves	88.88
Amazon Capital Services	13CN-C6GV-43FR	03/02/2026	Office Supplies	22.63
Lowe's Home Centers Inc.	92212	03/04/2026	FD St #1 - conduit & fittings for..	6.57
Spire	INV0042140	03/09/2026	1101 MLK Jr Blvd 5305862222	1,094.48
Spire	INV0042141	03/09/2026	5410 Hwy 69N 8439444444	1,179.72
Northport Auto Supply Co. Inc.	101023365	03/11/2026	FD #T22 - coolant flush	22.68
Northport Auto Supply Co. Inc.	101023536	03/10/2026	! FD Engine #6 - air line fittings	74.55
Central Alabama Training Solut..	17050578	03/04/2026	Mounting Kit - new E3	180.00
DCH Regional Medical Center	INV0042107	03/06/2026	Drug Box Refill	108.37
DCH Regional Medical Center	INV0042107	03/06/2026	Drug Box Refill	108.00
Amazon Capital Services	1LQX-XKJ4-69L6	03/05/2026	Wire brushes for cleaning hyd...	7.99
Appliance Parts Inc.	758496	03/11/2026	FD St #4 - element & therm kit...	64.60
Sunbelt Fire Inc.	00037211	03/06/2026	CO2 Detector for E3	564.98
Central Alabama Training Solut..	17050595	03/10/2026	Mounting Kits - new E3	980.00
Amazon Capital Services	1RYM-KGDM-QJNX	03/06/2026	Shelf Liners for E3	58.86
Amazon Capital Services	1RYM-KGDM-QJNX	03/06/2026	Shelf Liners for E4	58.86
Amazon Capital Services	1Q3G-HF7W-J9FP	03/09/2026	Chem Tape	46.98
Alabama Fire College	10755	03/10/2026	Fire Officer II - Ben Patrick and...	600.00
Amazon Capital Services	1V31-YMNJ-QYYH	03/10/2026	water pump for ice machine at...	122.95
Walmart	0062986b	03/11/2026	TV for Chief's Office	237.00

Department 35 - Fire Total: 33,422.26

Department: 37 - Public Works

TRUCKWORX HOLDING CO INC	1130213823.C	03/11/2026	CORE	82.80
Southern Pipe & Supply	10586199-00	02/18/2026	HB10243630A QUAZITE 24X3...	6,988.12
TRUCKWORX HOLDING CO INC	1130215223.C	03/11/2026	PO 26-0145	20.52
Lowe's Home Centers Inc.	995259	03/03/2026	*HOLD* emergency supplies f...	14.23
Lowe's Home Centers Inc.	96574	03/04/2026	replacement hose for PW ice ...	45.11
TRUCKWORX HOLDING CO INC	1130217679.C	03/11/2026	CORE	-82.80
Northport Auto Supply Co. Inc.	101015247	02/25/2026	hydraulic parts & supplies - Tr...	281.90
Encore Rehabilitation Inc.	1/2026-3003-CITY	02/23/2026	New Hire Physicals	225.00
Waste Connections of Alabam...	2233F085	02/19/2026	Acct 6085-1018	375.00
TRUCKWORX HOLDING CO INC	1130218358.C	03/09/2026	PO 26-0171	1,000.00
TRUCKWORX HOLDING CO INC	1130218507	02/18/2026	batteries - Light Duty trucks (B...	113.44
TRUCKWORX HOLDING CO INC	1130218508.C	03/11/2026	BATTERY-12V GRP 65 TERM T...	22.57

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
TRUCKWORX HOLDING CO INC	1130218685.C	03/09/2026	Credit PO 26-0171	-1,000.00
The Verdin Company	229094	02/24/2026	annual maintenance service fo...	825.00
G & C Supply Co. Inc.	7015933	02/13/2026	supplies to create blue street s...	1,432.00
Ervin's Workwear & Boots	220000172665	02/11/2026	CC APPROVED 10.6.25; emplo...	71.98
Ervin's Workwear & Boots	220000172708	02/25/2026	CC APPROVED 10.6.25; emplo...	4.02
Northport Auto Supply Co. Inc.	101012922	03/04/2026	hydraulic parts & supplies - H...	426.09
Power and Rubber Supply	3513404	02/12/2026	PW #5062 - hydraulic fittings	18.05
G & C Supply Co. Inc.	7016120	02/16/2026	supplies to create blue street s...	859.20
Grainger Inc.	9804345966	02/25/2026	ratchet straps for the shop	367.91
Refuse Supply	K14472	02/25/2026	multiple sight glasses for garb...	109.21
Tuskaloosa Lawn Equipment L...	299357	02/25/2026	PW #836 - oil fill cap	4.49
Ervin's Workwear & Boots	INV-9250	02/25/2026	CC APPROVED 10.6.25; emplo...	9,842.00
Totally Promotional	SIN1776583	02/13/2026	Recycling promo items - pens,...	1,416.83
Native Forest Nursey LLC	25-0745A	03/04/2026	seedlings for Annual Tree Giv...	976.74
Northport Auto Supply Co. Inc.	101018859	03/04/2026	PM parts & supplies for PW R...	85.14
Southern Pipe & Supply	10789919-00	02/18/2026	HB10243630A QUAZITE 24X3...	-6,988.12
TRUCKWORX HOLDING CO INC	1130219347	03/04/2026	brake parts & supplies - Trash ...	538.98
TRUCKWORX HOLDING CO INC	1130219349	02/25/2026	brake parts & supplies - Garba...	349.12
TRUCKWORX HOLDING CO INC	1130219350.C	03/11/2026	PO 26-0171	92.00
Ervin's Workwear & Boots	220000173529	02/25/2026	RUGGED FLEX RIGBY DUNGAR...	-152.00
Ervin's Workwear & Boots	220000173530	02/25/2026	CC APPROVED 10.6.25; emplo...	175.49
Northport Auto Supply Co. Inc.	101019200	02/25/2026	PW #801B - carb dip cleaner	58.21
TRUCKWORX HOLDING CO INC	1130219475	03/04/2026	brake parts & supplies - Heavy...	78.17
Ervin's Workwear & Boots	220000173628	02/25/2026	RUGGED FLEX RIGBY DUNGAR...	-152.00
Ervin's Workwear & Boots	220000173629	02/25/2026	CC APPROVED 10.6.25; emplo...	152.00
Ervin's Workwear & Boots	220000173630	02/25/2026	CC APPROVED 10.6.25; emplo...	152.00
CDW Government LLC	AI1UL8XPW	02/23/2026	annual Adobe license renewals	3,303.53
Alabama Freightliner LLC	XA202029333-01	02/17/2026	PW #4189 - rear springs & rep...	1,885.45
Northport Auto Supply Co. Inc.	101019561	03/10/2026	PM parts & supplies for PW m...	130.34
Northwest Supply Co. Inc.	1019244	02/23/2026	pipe to extend PW irrigation s...	187.20
TRUCKWORX HOLDING CO INC	1130219591	03/04/2026	brake parts & supplies - Heavy...	15.80
Tuskaloosa Lawn Equipment L...	299694	02/25/2026	season prep parts & supplies f...	269.97
Fred Robertson Wrecker Servi...	B61142-1	02/25/2026	towing for PW vehicles as nee...	650.00
Fred Robertson Wrecker Servi...	B61167-1	02/25/2026	towing for PW vehicles as nee...	125.00
Tuscaloosa Tractor	CT268247	02/24/2026	! PW #4858 - snap rings for th...	33.36
Southern Pipe & Supply	10812591-00	02/20/2026	concrete mix for Construction ...	339.92
TRUCKWORX HOLDING CO INC	1130219801.C1	03/11/2026	Credit PO 26-0154	-22.57
Amazon Capital Services	1KND-XHFD-XFVR	02/20/2026	navy uniform hoodies (Dunn, ...	32.08
Ervin's Workwear & Boots	220000173855a	02/25/2026	RUGGED FLEX RIGBY DUNGAR...	-76.00
Ervin's Workwear & Boots	220000173855b	02/25/2026	CC APPROVED 10.6.25; emplo...	152.00
ABZ Rentals	231200278	02/20/2026	14 ft ladder rental (CH light re...	38.50
Ready Mix USA LLC	9453143139	02/23/2026	CC APPROVED 10.6.25; concre...	444.00
Grainger Inc.	9813592178	03/04/2026	unloader for PW pressure was...	111.98
Spire	INV0041527	02/24/2026	1781 Harper Rd 7173423333	3,043.88
One Source Office Products LLC	OE-QT-8023-1	02/27/2026	custodian carts garbage bag h...	50.02
One Source Office Products LLC	OE-QT-8023-1	02/27/2026	custodian carts garbage bag h...	50.02
One Source Office Products LLC	OE-QT-8024-1	02/27/2026	custodian carts garbage bag h...	50.02
One Source Office Products LLC	OE-QT-8024-1	02/27/2026	custodian carts garbage bag h...	50.02
NAPA Auto Parts	062758	02/25/2026	filters & O2 sensor for AC serv...	484.98
NAPA Auto Parts	062758	02/25/2026	filters & O2 sensor for AC serv...	162.34
Kimball Midwest	104205817	03/04/2026	restock various shop supplies	2,737.96
Tuskaloosa Lawn Equipment L...	299842	03/05/2026	PW #801C - engine	573.30
One Source Office Products LLC	IN-QT-7915	02/27/2026	CC AGENDA 2.2.26; employee...	10,592.06
TRUCKWORX HOLDING CO INC	1130219991	03/04/2026	batteries - PW mowers (BL-1)	45.68
TRUCKWORX HOLDING CO INC	1130219992.C	03/11/2026	PO 26-0149	11.25
Ervin's Workwear & Boots	220000174374	02/25/2026	mechanic uniform button do...	130.00
A-1 Alabama Key & Locksmith ...	505356	03/11/2026	key duplication as needed for ...	6.00
Verizon	6136776677PW	03/05/2026	Acct 423469999-00001 PW	950.17
Northport Auto Supply Co. Inc.	101020281	03/04/2026	PM parts & supplies for PW G...	2.71
Northport Auto Supply Co. Inc.	101021122	03/04/2026	PM parts & supplies for PW Li...	23.66

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Northport Auto Supply Co. Inc.	101021181	03/04/2026	PM parts & supplies for PW G...	3.66
Northport Auto Supply Co. Inc.	101021367	03/04/2026	PM parts & supplies for PW G...	14.64
Southern Pipe & Supply	10843314-00	02/25/2026	concrete mix for Construction ...	339.92
TRUCKWORX HOLDING CO INC	1130219950	03/04/2026	PW #2855 - transmission dipst...	515.03
Ferguson Enterprises LLC	1632537	02/25/2026	cold patch for Construction (B...	1,008.00
Ferguson Enterprises LLC	1633395	02/25/2026	pallet of red top water plugs	1,413.00
Southern Tire Mart LLC	2090104527	03/04/2026	CC APPROVED 10.6.25; tires - ...	3,541.56
Southern Tire Mart LLC	2090104528	02/25/2026	tires - PW Recycling trucks (BL...	3,833.28
Southern Tire Mart LLC	2090104529	02/25/2026	CC APPROVED 10.6.25; tires - ...	4,277.68
Tuskaloosa Lawn Equipment L...	300000	03/04/2026	PW #800e - new starter	197.99
Tuskaloosa Lawn Equipment L...	300029	03/04/2026	season prep parts & supplies f...	113.37
Tuskaloosa Lawn Equipment L...	300054	03/04/2026	season prep parts & supplies f...	134.09
Cintas	4260595336	02/24/2026	PAyer # 14385499	27.56
Northport Auto Supply Co. Inc.	101021340	03/04/2026	PW #5173 - drivetrain fluids, fi...	218.84
Amazon Capital Services	1C69-DW6D-JT7C	02/26/2026	black nitrile gloves	51.58
Staples Business Advantage	6056581217	02/26/2026	clasp envelopers, dry erasers, ...	151.84
Coker Water Authority	INV0041615	02/25/2026	Raw WAtEr 1/20-2/20/26	190.84
Northport Auto Supply Co. Inc.	101022017	03/11/2026	hydraulic parts & supplies - Tr...	58.36
Northport Auto Supply Co. Inc.	101022047	03/11/2026	hydraulic parts & supplies - Tr...	117.35
Ilex Farms Nursery Inc.	10345	03/04/2026	replacement Juniper shrubs fo...	39.00
Tuscaloosa Farmers Cooperati...	1617269	03/04/2026	herbicide and ant bait (stock)	2,796.88
Performance Products Inc	18029	03/04/2026	panel brite for PW wash bay	280.00
Performance Products Inc	18029	03/04/2026	panel brite for PW wash bay	280.00
Performance Products Inc	18029	03/04/2026	panel brite for PW wash bay	280.00
Performance Products Inc	18029	03/04/2026	panel brite for PW wash bay	280.00
Performance Products Inc	18029	03/04/2026	panel brite for PW wash bay	280.00
Ervin's Workwear & Boots	220000174706	03/04/2026	CC APPROVED 10.6.25; emplo...	152.00
Ervin's Workwear & Boots	220000174707	03/04/2026	Credit PO 26-0195	-38.00
Ervin's Workwear & Boots	220000174708	03/04/2026	CC APPROVED 10.6.25; emplo...	148.19
Ervin's Workwear & Boots	220000174774	03/04/2026	Credit PO 26-0195	-152.00
Tuscaloosa Super Duty Service...	4526	03/04/2026	PW #1390 - turbo replacement	4,889.44
One Source Office Products LLC	OE-QT-8048-1	02/27/2026	rubber boots for PW employe...	2.13
One Source Office Products LLC	OE-QT-8048-1	02/27/2026	rubber boots for PW employe...	2.84
One Source Office Products LLC	OE-QT-8048-1	02/27/2026	rubber boots for PW employe...	10.65
One Source Office Products LLC	OE-QT-8048-1	02/27/2026	rubber boots for PW employe...	12.07
One Source Office Products LLC	OE-QT-8048-1	02/27/2026	rubber boots for PW employe...	2.13
One Source Office Products LLC	OE-QT-8048-1	02/27/2026	rubber boots for PW employe...	14.20
One Source Office Products LLC	OE-QT-8048-1	02/27/2026	rubber boots for PW employe...	2.13
One Source Office Products LLC	OE-QT-8048-1	02/27/2026	rubber boots for PW employe...	12.07
One Source Office Products LLC	OE-QT-8048-1	02/27/2026	rubber boots for PW employe...	1.42
One Source Office Products LLC	OE-QT-8048-1	02/27/2026	rubber boots for PW employe...	11.36
One Source Office Products LLC	OE-QT-8062-1	02/27/2026	janitorial supplies for Utilities ...	89.62
One Source Office Products LLC	OE-QT-8063-1	02/27/2026	janitorial supplies for Utilities ...	101.15
One Source Office Products LLC	OE-QT-8064-1	02/27/2026	janitorial supplies for Utilities ...	51.86
One Source Office Products LLC	OE-QT-8065-1	02/27/2026	janitorial supplies for City Hall ...	279.71
One Source Office Products LLC	OE-QT-8066-1	02/27/2026	janitorial supplies for Police (B...	94.01
One Source Office Products LLC	OE-QT-8067-1	02/27/2026	janitorial supplies for Public ...	346.00
Ingram Equipment Company L...	P14638	02/26/2026	PW #6714 - boom cylinder	4,984.74
G & C Supply Co. Inc.	7017946	03/04/2026	supplies to create blue street s...	1,718.40
One Source Office Products LLC	OE-QT-8062-2	02/27/2026	janitorial supplies for Utilities ...	41.47
One Source Office Products LLC	OE-QT-8063-2	02/27/2026	janitorial supplies for Utilities ...	37.32
One Source Office Products LLC	OE-QT-8067-2	02/27/2026	janitorial supplies for Public ...	97.95
Global HR Research LLC	20263-118108	03/10/2026	New Hire Background Checks	257.60
Amazon Capital Services	13VH-7J7G-PDKN	03/03/2026	navy uniform hoodies (stock)	69.95
Ellison's Tree Service	1435	03/04/2026	tree removal St. James Ct (Cle...	1,575.00
Amazon Capital Services	1HLD-PQHK-MFXF	03/03/2026	14-inch concrete saw blades	228.45
Amazon Capital Services	1K4Y-D9M9-PLNY	03/03/2026	wall and baseboard mop	17.08
Dogan Steel Inc.	23870	03/10/2026	PW #6376, 6377, 6379 - tailga...	400.02
Dogan Steel Inc.	23870	03/10/2026	PW #6376, 6377, 6379 - tailga...	199.98
Lowe's Home Centers Inc.	92232	03/04/2026	replacement water spigot for ...	16.13

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Fred Robertson Wrecker Servi...	B61384-1	03/04/2026	towing for PW vehicles as nee...	125.00
Sansom Equipment Co. Inc.	W03144	03/04/2026	PW #6715 - diagnosis for burn...	620.00
Benton Sod Farm	030706	03/04/2026	sod for Beautification projects...	175.00
TRUCKWORX HOLDING CO INC	1130220790	03/11/2026	anti-freeze - PW trucks & equi...	336.03
Ervin's Workwear & Boots	220000175473	03/04/2026	CC APPROVED 10.6.25; emplo...	152.00
Cintas	4261334230	03/04/2026	Payer # 14385499	27.56
Lowe's Home Centers Inc.	95485	03/04/2026	supplies to repaint PW gym e...	112.82
Northport Auto Supply Co. Inc.	101023582	03/11/2026	PW #0424 - water pump & the...	186.52
Northport Auto Supply Co. Inc.	101023605	03/11/2026	PM parts & supplies for PW Li...	120.52
Southern Pipe & Supply	10851888-00	03/05/2026	concrete mix for Construction ...	339.92
Amazon Capital Services	1MLD-LXQF-LHHT	03/05/2026	straps to secure ladders & ite...	18.98
Amazon Capital Services	1NJ1-4R4D-7WLR	03/04/2026	replacement backpack sprayer...	355.79
Ervin's Workwear & Boots	220000175515	03/04/2026	CC APPROVED 10.6.25; emplo...	152.00
Lowe's Home Centers Inc.	60189530498629	03/11/2026	irrigation supplies for projects...	28.40
Empower Rental Group	696923-0001	03/05/2026	walk-behind trencher rental (...)	289.07
Lowe's Home Centers Inc.	96734	03/11/2026	irrigation supplies for projects...	43.84
Paint Spot	N0320418	03/10/2026	paint to cover graffiti on Levee..	90.98
Southland International Trucks..	03CI362564	03/05/2026	PW #6115 - belts & pulley	370.97
Amazon Capital Services	1137-99JP-JC49	03/06/2026	Brooke Starnes uniform shirts	39.98
G & C Supply Co. Inc.	7018451	03/09/2026	supplies to create blue street s...	324.51
One Source Office Products LLC	IN-38181	03/09/2026	embroidery for new mechanic...	22.84
TRUCKWORX HOLDING CO INC	1130221357.C1	03/11/2026	6T 750ABATTERY-Core	-11.25
TRUCKWORX HOLDING CO INC	1130221357.C2	03/11/2026	Credit PO 26-0145	-20.52
TRUCKWORX HOLDING CO INC	1130221357.C4	03/11/2026	Credit PO 26-0171	-92.00
Amazon Capital Services	19QG-D4LH-TPDW	03/10/2026	post-its, pens, binders	70.93
Amazon Capital Services	1CMM-PJ34-NCP3	03/10/2026	nitrile gloves for the shop (sto...	259.98
Ervin's Workwear & Boots	220000176288	03/11/2026	Credit	-114.00
Ervin's Workwear & Boots	220000176290	03/11/2026	CC APPROVED 10.6.25; emplo...	109.19
Tuskaloosa Lawn Equipment L...	301086	03/11/2026	weed eaters and edgers	1,988.96
Tuskaloosa Lawn Equipment L...	301166	03/11/2026	2 cycle oil mix (stock)	64.74
Tuskaloosa Lawn Equipment L...	301166	03/11/2026	2 cycle oil mix (stock)	64.74
Tuskaloosa Lawn Equipment L...	301166	03/11/2026	2 cycle oil mix (stock)	129.48
NAPA Auto Parts	063486	03/11/2026	! replace gasket set UT #7156 ...	77.31
Southern Pipe & Supply	10878061-00	03/11/2026	concrete mix for Construction ...	339.92
Amazon Capital Services	16HP-LHTG-LPWC	03/11/2026	caution tape (stock)	27.38
Amazon Capital Services	16HP-LHTG-LPWC	03/11/2026	caution tape (stock)	27.38
Ervin's Workwear & Boots	220000176406	03/11/2026	CC APPROVED 10.6.25; emplo...	152.00
Ervin's Workwear & Boots	220000176408	03/11/2026	CC APPROVED 10.6.25; emplo...	152.00
Brad Hamner	INV0042148	03/10/2026	Reimbursement - Class A CDL ...	68.75
Southland International Trucks..	03CI362686	03/11/2026	PW #6376 - marker lights	118.10
Amazon Capital Services	1KC9-GXKT-9VGD	03/11/2026	PPE - orange nitrile gloves (BL...	71.49
Amazon Capital Services	1KC9-GXKT-9VGD	03/11/2026	PPE - orange nitrile gloves (BL...	13.00
Amazon Capital Services	1KC9-GXKT-9VGD	03/11/2026	PPE - orange nitrile gloves (BL...	45.50
Northport Electrical Supply Inc.	S3869187.001	03/11/2026	LED bulbs for Riverwalk street ...	250.80
Department 37 - Public Works Total:				89,261.18

Department: 39 - Utilities

Jim House & Assoc Inc.	25766	03/02/2026	AGENDA (9/8/25) - Backwash ...	17,300.00
USI Insurance Svc LLC Alabama	5804124a	02/23/2026	Yearly Renewal Installment 3 ...	133,004.80
TRUCKWORX HOLDING CO INC	1130216409.C	03/04/2026	PO 26-1279	82.80
Electric Motor Sales & Service ...	138740	02/24/2026	Motor for Blower to Aeration ...	2,750.00
Tuscaloosa Scale Co. Inc.	30704	02/27/2026	Annual Inspection/Calibration...	395.00
Computer Network Inc.	S-INV102714	01/22/2026	Billing Office Online Backup	270.00
TRUCKWORX HOLDING CO INC	1130217188.C	03/04/2026	PO 26-1387	-33.75
TRUCKWORX HOLDING CO INC	1130217220.C	03/04/2026	PO 26-1387	33.75
TRUCKWORX HOLDING CO INC	1130217677.C	03/04/2026	PO 26-1279	-82.80
Northport Auto Supply Co. Inc.	101016221	02/24/2026	TAILLAMP Order Greater than	77.03
Northport Auto Supply Co. Inc.	101016223	02/24/2026	TAILLAMP	-77.03
Unifirst Corporation	1630528545	03/09/2026	AGENDA (10/6/25) - Employee..	1,479.49
Tuscaloosa Ford LLC	FOCP23288a	03/02/2026	Water Truck #2355 Blower Mo..	1,145.10
Tuscaloosa Ford LLC	FOCP23288b	03/02/2026	Water Truck #2355 Front Inter...	961.58

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Tuscaloosa Tire & Service Cen...	N297371	03/05/2026	Water Truck #7158 Right Side ...	412.19
Riverside Feed & Seed	1046840017048	03/06/2026	Grass Seed	141.00
Unifirst Corporation	1630528544	03/09/2026	AGENDA (10/6/25) - Employee..	285.33
Empire Pipe and Supply Comp...	2236209	02/25/2026	2" Bolt & Gasket Kit	687.20
Misc Metals & Fabrication LLC	7115	02/19/2026	Headworks Gate Valve Maint...	552.00
Hach	14868402	02/23/2026	Blanket for Lab Chemicals at ...	450.50
A T & T	0718522114a	02/20/2026	831-001-2475 849 UT	1,931.94
Northport Auto Supply Co. Inc.	101017180	02/24/2026	WWTP Truck #3295 Tail Light ...	77.03
Northport Auto Supply Co. Inc.	101017778	02/25/2026	BLOWERMOTOR RESISTOR	30.11
Northport Auto Supply Co. Inc.	101018041	02/25/2026	BLOWER MTR RESISTOR	-33.20
Northwest Supply Co. Inc.	1018424	02/17/2026	Plumbing Supplies for New Ph...	448.12
Hach	14874370	02/23/2026	DR300 Kit for Sampling at WTP	728.20
ByteSpeed LLC	INV0183877	02/16/2026	Replacement Computer for ...	1,325.00
Vector Security	18512828	02/24/2026	Annual Monitoring Fees for Bil...	592.08
Verizon	6136118152	02/23/2026	Acct 642325112-00001	545.64
Northport Auto Supply Co. Inc.	101017678	03/06/2026	Water Truck #7892 Post PM S...	83.28
Northport Auto Supply Co. Inc.	101018882	02/19/2026	WW Collections Truck #7156 ...	38.85
Amazon Capital Services	1L7Q-CDL4-93DG	02/16/2026	WWTP Wall Pack Lights	349.95
Xerox Corporation	41636196 WS	02/23/2026	Contract Charges 2/10-3/9/26	202.89
Xerox Corporation	41636196 WS	02/23/2026	Contract Charges 2/10-3/9/26	202.90
Xerox Corporation	41636196 WS	02/23/2026	Contract Charges 2/10-3/9/26	202.89
Meeks Environmental Services	I11908a	03/03/2026	Clean Out Wet Well at Smith C...	1,660.00
Meeks Environmental Services	I11908b	03/03/2026	Overage for PO #26-1678 Clea...	3,121.00
Spire	INV0041470	02/23/2026	Northwood Garden Dr 87295...	20.51
Electric Machine Control Inc.	INV-1487	02/16/2026	Basin #2 DO Troubleshoot at ...	900.00
Ander's Hardware Co. Inc.	N1301078	02/17/2026	Blanket - Misc. Supplies for W...	9.99
Davis Materials Inc	15960	03/03/2026	825B Stone	2,435.75
Ferguson Enterprises LLC	1623704-1	02/19/2026	Sharpshooter Shovels	54.64
Ferguson Enterprises LLC	1626627-1	02/19/2026	21" x 33" Meter Box w/ Lids	329.00
Unifirst Corporation	1630526669	02/25/2026	AGENDA (10/6/25) - Employee..	810.33
Lowe's Home Centers Inc.	985080	03/03/2026	Red Clay Cored Bricks	22.40
CDW Government LLC	AI1UL8XUtilities	02/23/2026	Annual Adobe License Renewal	586.62
Ander's Hardware Co. Inc.	N1301198	02/17/2026	9V Batteries	25.99
Ander's Hardware Co. Inc.	N1301198	02/17/2026	C Batteries	31.98
Empire Pipe and Supply Comp...	2237295	02/19/2026	6" PVC Pipe	283.20
Southern Ionics Incorporated	749265	02/23/2026	Council Approved - Aluminum...	4,874.14
Lowe's Home Centers Inc.	87593	02/20/2026	Blanket for Misc. Supplies for...	48.90
Sequel Electrical Supply	931973995	02/19/2026	WWTP Light Bulbs for Light Po...	1,649.67
Lowe's Home Centers Inc.	988059	03/03/2026	5/6IN RECESSED TRIM (-828	-24.66
Comcast Cable	INV0041774	03/02/2026	Regular monthly charges	394.91
Sequel Electrical Supply	931981280	02/20/2026	WWTP Light Bulbs for Light Po...	219.21
Sequel Electrical Supply	931985696	02/20/2026	CREDIT PO 26-1688	-449.91
Grainger Inc.	9814077096	02/20/2026	Expansion Tank for Hot Water...	63.30
Spire	INV0041530	02/24/2026	1000 Harpercreek Dr 3698223...	15.62
Spire	INV0041531	02/24/2026	7645 Hwy 69N 0423132222	15.62
Southland International Trucks..	03CI362104	02/20/2026	Water Dump Truck #6328 DPF...	1,703.75
Riverside Feed & Seed	1048844894360	02/20/2026	Hay Bales	75.00
Southern Pipe & Supply	10765789-00	02/23/2026	3/4" PVC Couplings	6.80
Southern Pipe & Supply	10765789-00	02/23/2026	1" PVC Couplings	6.10
Southern Pipe & Supply	10780617-00	02/23/2026	Hand Pumps for Meter Reade...	176.00
Southern Pipe & Supply	10781039-00	02/23/2026	3" MJ Solid Sleeve	277.12
Southern Pipe & Supply	10824719-00	02/23/2026	2" x 4" Brass Nipples	160.00
Southern Pipe & Supply	10824809-00	02/23/2026	2" Backflow Preventors	1,135.98
Mister Chlorinator	12488	02/25/2026	Hypo Feed Line Repair at WTP	275.94
Spectrum Business	138295201022126	03/02/2026	11405 Lary Lake Rd 138295201	100.00
Comcast Cable	INV0041785	03/02/2026	3950 3rd St S 8396 90 014 01...	363.73
Warrior Waste Services LLC	I22065	03/02/2026	AGENDA (10/6/25) - Sludge H...	660.00
Warrior Waste Services LLC	I22066	03/02/2026	AGENDA (10/6/25) - Sludge H...	660.00
Northport Auto Supply Co. Inc.	101019899	02/26/2026	Water Enclosed Trailer #315G ...	40.76
Auto Glass Madness LLC	10288	02/24/2026	Admin Truck #6529 Windshiel...	355.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Auto Glass Madness LLC	10289	02/24/2026	Admin Explorer #4532 Windsh...	445.00
Southern Pipe & Supply	10816630-00	02/24/2026	14 1/2" x 2" Meter Box Lids	624.00
Empire Pipe and Supply Comp...	2236632	03/05/2026	3" x 7" DI Repair Clamp	690.30
Price Civil Services Inc.	2269	02/25/2026	AGENDA (12/1/25) - Manhole...	32,500.00
Verizon	6136776677UT	03/05/2026	Acct 423469999-00001 UT	1,135.32
Sequel Electrical Supply	931996568	02/24/2026	Photocells for Wall Pack Lights...	190.48
Paint Spot	N0320047	02/26/2026	Paint for Trim at Billing Office	95.98
Tuscaloosa Tire & Service Cen...	N297608	02/23/2026	WW Truck #7156 Tires	780.19
Northport Auto Supply Co. Inc.	101021147	02/24/2026	Water Trailer #315C Plug	14.22
Southern Pipe & Supply	10836759-00	02/25/2026	12" Bolt & Gasket Kits	300.00
Southern Pipe & Supply	10836759-00	02/25/2026	12" Mega Lug	660.00
Southern Pipe & Supply	10845874-00	02/25/2026	2" Gate Valves	799.98
Ferguson Enterprises LLC	1631484	02/25/2026	Repair Kit for Raw Water Valv...	778.40
Ferguson Enterprises LLC	1632547	02/25/2026	2" x 7" Repair Clamps	539.12
Pace Analytical LLC	2620484677	02/24/2026	Blanket - WWTP Sample Testi...	357.20
Cintas	4260595412	02/24/2026	Payer #14385564	28.64
Electric Machine Control Inc.	INV-1572	02/25/2026	Council Approved - Bar Screen...	6,965.00
Northport Auto Supply Co. Inc.	101021249	03/03/2026	WWTP Truck #0136 Canister ...	52.72
Northport Auto Supply Co. Inc.	101021539	03/06/2026	WWTP Durango #9737 Windis...	21.10
Global Industrial	124154801	03/03/2026	WWTP Recessed Light Fixtures	102.71
Pace Analytical LLC	2635713993	02/25/2026	AGENDA (10/6/25) - Yearly Lab..	1,464.00
A-1 Alabama Key & Locksmith ...	505362	02/25/2026	WW Collections Truck #7156 ...	124.99
Staples Business Advantage	6056581213	02/26/2026	Heavy Duty Stapler	27.39
Staples Business Advantage	6056581215	02/26/2026	12' Phone Cord	7.86
Staples Business Advantage	6056581215	02/26/2026	Clipboards	10.50
Staples Business Advantage	6056581215	02/26/2026	25' Phone Cord	8.99
Staples Business Advantage	6056581215	02/26/2026	Pilot G2 Pens (36/pk)	45.67
Tuscaloosa Tire & Service Cen...	N297659	02/25/2026	Water Enclosed Trailer #315G...	370.79
Northport Auto Supply Co. Inc.	101020325	02/27/2026	1" Bolt Extraction Tool	16.02
Northport Auto Supply Co. Inc.	101020325	02/27/2026	3/4" Bolt Extraction Tool	8.75
Northport Auto Supply Co. Inc.	101021204	03/06/2026	WW Crane Truck #3950 Brakes	462.42
Ferguson Enterprises LLC	1634395	02/27/2026	3/4" Copper Pipe	3,384.00
Pace Analytical LLC	2635714436	02/27/2026	AGENDA (10/6/25) - Yearly Lab..	3,041.00
Cintas	4260925917	02/27/2026	Payer #14385521	26.62
Carmeuse Lime & Stone Inc.	95535865	03/02/2026	Council Approved - Hydrated L...	5,571.68
Consolidated Pipe & Supply C...	AL0946366	02/27/2026	12" MJ Sleeve	592.00
Consolidated Pipe & Supply C...	AL0946366	02/27/2026	12" MJ Mechanical Joints	839.00
Consolidated Pipe & Supply C...	AL0946367	02/27/2026	Long Valve Boxes	99.00
Consolidated Pipe & Supply C...	AL0946367	02/27/2026	Short Valve Boxes	296.00
Consolidated Pipe & Supply C...	AL0946368	02/27/2026	3/4" Coupling	414.00
Consolidated Pipe & Supply C...	AL0946369	02/27/2026	3" x 3/4" PVC Brass Saddles	155.95
Consolidated Pipe & Supply C...	AL0946369	02/27/2026	2 1/2" x 3/4" PVC Brass Saddles	88.62
Consolidated Pipe & Supply C...	AL0946370	02/27/2026	2" Hymax Coupling	257.28
Consolidated Pipe & Supply C...	AL0946371	02/27/2026	Long Valve Boxes	297.00
Consolidated Pipe & Supply C...	AL0946372	02/27/2026	3/4" Comp x 3/4" Swivel Curbs..	1,022.20
Consolidated Pipe & Supply C...	AL0946373	02/27/2026	2" FIP x 2" FIP Curbstop	548.52
Vacuum Truck Rentals	AL346125	03/06/2026	Vactor Truck #9156 Repairs	416.96
One Source Office Products LLC	IN-37595	02/27/2026	Desk for Billing Office	2,595.00
One Source Office Products LLC	OE-60550-1	02/27/2026	Paper Towel Dispenser for Kit...	10.00
Carus LLC	SLS 10126252	03/03/2026	Council Approved - Phosphate...	13,275.60
Southern Pipe & Supply	10822104-00	03/02/2026	Quikrete Mortar Mix	165.60
Civil Worx Construction LLC	4659	03/02/2026	Council Approved - Asphalt R...	10,700.00
Alabama 811	0226012	03/06/2026	Blanket - Monthly Locate Fees	495.12
High Cotton	11550	03/03/2026	Monthly Billing	10,030.41
Black Warrior Solid Waste	20260228-0256-10051	03/05/2026	AGENDA (10/6/25) - Tipping F...	6,217.92
MAK Engineering LLC	3994	03/10/2026	Engineering Services for Clear...	430.00
Global HR Research LLC	20263-118108	03/10/2026	New Hire Background Checks	44.17
Spectrum Business	229584701030126	03/10/2026	Acct 229584701	93.59
Espy Professional Services LLC	GS1004-1	03/03/2026	Leak Study & Emergency Repa...	2,370.00
Espy Professional Services LLC	GS1004-1	03/03/2026	Indian Hills Manhole Repair	360.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Espy Professional Services LLC	GS1004-1	03/03/2026	Sanitary Sewer Manhole Locat...	1,380.00
Espy Professional Services LLC	GS1004-1	03/03/2026	CCTV Inspection of Sewer Late...	150.00
Warrior Waste Services LLC	I22183	03/05/2026	AGENDA (10/6/25) - Sludge H...	880.00
Warrior Waste Services LLC	I22184	03/05/2026	AGENDA (10/6/25) - Sludge H...	220.00
Verizon	376000082944	03/03/2026	UT - GPS	556.50
Ferguson Enterprises LLC	1633198	03/05/2026	2" Dresser Style Coupling	333.30
Cintas	4261334170	03/09/2026	Payer # 14385564	28.64
Amazon Capital Services	14VC-J4GQ-991W	03/04/2026	Laptop Sleeve	20.99
Brenntag MidSouth Inc.	BMS130178	03/06/2026	Council Approved - Sodium Pe...	1,791.24
Alabama Power Company	INV0042158	03/10/2026	2760 44th Ave PS 13831-37069	1,350.17
Krebs Engineering Inc.	Proj 21050.08 Inv 25	03/11/2026	Council Approved - WWTP Slu...	4,009.00
Krebs Engineering Inc.	Proj 23037 Inv 13	03/11/2026	AGENDA (10/2/23) - TO 44 - C...	482.50
O'Reilly Auto Parts	1063-175480	03/05/2026	Purple Power Degreaser	12.98
O'Reilly Auto Parts	1063-175480	03/05/2026	Purple Power Degreaser	12.98
Ferguson Enterprises LLC	1634367	03/06/2026	2 1/2" x 7" Full Circle Repair Cl...	545.60
Ferguson Enterprises LLC	1634367	03/06/2026	2" x 7" Full Circle Repair Clam...	673.90
Ferguson Enterprises LLC	1635208	03/06/2026	2" MJ 90 Bend	111.07
Pace Analytical LLC	2620485587	03/05/2026	Blanket - WWTP Sample Testi...	357.20
Cintas	4261630107	03/06/2026	Payer # 14385521	26.62
Regions Bank	INV0042081	03/05/2026	2021 A WARRANTS - March 2...	16,779.00
Regions Bank	INV0042083	03/05/2026	2016 WS SERIES - March 2026	26,212.50
Regions Bank	INV0042084	03/05/2026	2021 A WARRANTS - March 2...	144,337.67
Southern Pipe & Supply	10873603-00	03/09/2026	3' Fire Hydrants	4,799.78
Southern Pipe & Supply	10876887-00	03/09/2026	Blue Marking Paint	352.80
Southern Pipe & Supply	10880910-00	03/09/2026	6" x 12" Anchor Couplings	856.08
Southern Pipe & Supply	10889608-00	03/09/2026	3" Fire Hydrant	2,399.89
Empire Pipe and Supply Comp...	2239163	03/09/2026	3G Encoders	3,000.00
Empire Pipe and Supply Comp...	2239163	03/09/2026	1" Meter Registers	720.00
USA BlueBook	INV00983757	03/09/2026	Lab Supplies for WWTP	888.06
USA BlueBook	INV00983864	03/09/2026	Replacement Caps for DO pro...	803.41
Southern Pipe & Supply	10781057-00	03/10/2026	200 PSI Gauge	96.00
Southern Pipe & Supply	10797065-00	03/10/2026	2" x 12" Brass Nipples	450.00
Southern Pipe & Supply	10797065-00	03/10/2026	2" x 10" Brass Nipples	381.00
Southern Pipe & Supply	10851752-00	03/10/2026	14 1/2" x 20" Meter Box w/ Lid	1,032.00
Southern Pipe & Supply	10851992-00	03/10/2026	2" x 8" Brass Nipples	310.00
Southern Pipe & Supply	10851992-00	03/10/2026	2" x 12" Brass Nipples	180.00
Riverside Feed & Seed	1053208772760	03/10/2026	Hay Bales	37.50
Tuskaloosa Lawn Equipment L...	301260	03/10/2026	Weedeater String	16.42
Tuskaloosa Lawn Equipment L...	301260	03/10/2026	Weedeater String	16.42
Cintas	4262113747	03/10/2026	Payer # 14385564	28.64
Unifirst Corporation	1630529393	03/11/2026	AGENDA (10/6/25) - Employee..	34.00
City of Tuscaloosa Water & S...	11739658	03/03/2026	RAW WATER/NORTHPORT 1/...	51,806.90
Department 39 - Utilities Total:				571,600.00
Department: 40 - Williamson Cemetery				
Global Industrial	124127877	02/24/2026	lights for Williamson Cemetery..	32.65
Department 40 - Williamson Cemetery Total:				32.65
Department: 41 - Outside Agency Funding				
Tuscaloosa Metro Animal Shel...	INV0041840	03/03/2026	Animal Control Contract - Mar...	19,473.40
Department 41 - Outside Agency Funding Total:				19,473.40
Department: 43 - Incentives				
Alabama Donuts LLC	INV0041304	02/18/2026	Economic Incentive Payment	1,486.92
Northport Corners	INV0041855	03/03/2026	Economic Incentive Agreement	93,750.00
Alabama Donuts LLC	INV0042163	03/10/2026	Economic Incentive Payment	1,367.31
Department 43 - Incentives Total:				96,604.23
Department: 45 - 2019 Additional Sales Tax				
Sports Contractors Unlimited ...	River Run @ Northport Inv 10	02/23/2026	RRP Package No. 2 - Turf	92,546.14
WAR Construction Inc.	24029-112	02/26/2026	RRP Package No. 4 - Vertical	43,921.03
TTL Inc.	2160612	02/23/2026	Preliminary Eng. - Hospital Dri...	8,129.00
TTL Inc.	2162728	03/10/2026	Preliminary Eng. - Hospital Dri...	22,170.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
WAR Construction Inc.	24029-13	03/11/2026	RRP Package No. 4 - Vertical	46,187.62
Sain Associates Inc	57543	02/23/2026	Safe Streets for All Demo Gran...	508.30
Northport Gazette The	INV0041936	03/04/2026	legal for 1002 10th Street de...	142.65
Duncan Coker P.C.	Proj 25-190 Inv 1	03/02/2026	Design - Mark's Mart Storm D...	28,427.50
Regions Bank	129580	03/09/2026	2023 Warrants Annual Fee	1,925.00
Walmart	fee29db4	03/02/2026	RRP Concessions TVs and Mo...	107.84
Walmart	4354ed4f	03/02/2026	RRP Concessions TVs and Mo...	178.00
Walmart	61ad1675	03/02/2026	RRP Concessions TVs and Mo...	178.00
Walmart	93a05e3b	03/02/2026	RRP Concessions TVs and Mo...	178.00
Walmart	dd2cbdb2	03/02/2026	RRP Concessions TVs and Mo...	178.00
Regions Bank	INV0042085	03/05/2026	2023 GF SERIES - March 2026	231,700.63
TTL Inc.	2162724	03/10/2026	Prof. Services - Downtown Str...	1,512.00
Department 45 - 2019 Additional Sales Tax Total:				477,989.71

Department: 46 - Parks & Recreation

Rumsey Environmental	7971295W081	02/12/2026	Tiger Park - portable sink & toi...	250.00
Sequel Electrical Supply	931934723	02/12/2026	photocell for UCP exterior ligh...	41.26
Sequel Electrical Supply	931956082	02/16/2026	photocell for UCP exterior ligh...	-41.26
Vector Security	18513449	03/05/2026	security system annual fee for...	622.80
Comcast Cable	263880010rrp	02/23/2026	Acct 931094268	1,948.95
Spire	INV0041471	02/23/2026	1991 Park St 8485182955	700.52
Lowe's Home Centers Inc.	88077	02/25/2026	roof sealant for NPCC	10.21
Amazon Capital Services	1YDK-YJXJ-NHJM	02/19/2026	wall packs for UCP exterior lig...	797.98
Your Real Next Step	00016	02/24/2026	monthly janitorial service for ...	3,100.00
Northport Sports Complex De...	INV0041462	02/23/2026	Northport Sports Developmen...	35,000.00
Sequel Electrical Supply	932011553	02/26/2026	light bulbs for UCP exterior lig...	142.56
Paint Spot	N0320285	03/04/2026	touch-up painting around exte...	39.99
Capacity Sports Group LLC	INV0041838	03/03/2026	Management Fees - March 20...	30,833.33
AllStar Service Pros. LLC	10486	03/11/2026	fiber optic conduit installation...	1,598.00
Department 46 - Parks & Recreation Total:				75,044.34

Grand Total: 2,221,307.08

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	1,600,865.04
12 - COURT CORRECTIONS FUND	42,157.50
22 - MUNICIPAL COURT JUDICIAL ADMIN FUND	6,354.35
50 - WATER & SEWER FUND	555,151.19
51 - WATER & SEWER DEVELOPMENT FEES FUND	16,779.00
Grand Total:	2,221,307.08

Account Summary

Account Number	Account Name	Payment Amount
01-10151	Accounts Receivable-Ot...	2,033.21
01-10152	Accounts Receivable-AL...	11,113.38
01-13-100-50245	Development Funds - M...	500.00
01-13-101-50245	Development Funds - Dis...	2,000.00
01-13-103-50245	Development Funds - Dis...	250.00
01-13-104-50245	Development Funds - Dis...	2,200.00
01-13-105-50245	Development Funds - Dis...	250.00
01-13-110-50105	Office Supplies	15.98
01-13-110-50312	Cell Phones	323.92
01-15-000-50105	Office Supplies	265.59
01-15-000-50106	Office Equipment	107.98
01-15-000-50111	Software - License & Ma...	1,173.24
01-15-000-50175	Sundry Expense	149.03
01-15-000-50250	Community Events	897.99
01-15-000-50312	Cell Phones	214.97
01-15-000-50350	Insurance - General Fund	242,157.63
01-15-000-50357	Janitorial Contracts - City...	153.98
01-15-000-50366	Maintenance & Repair - ...	2,222.02
01-15-000-50383	Repair - Facilities	1,039.45
01-15-000-50561	Pest Control	79.00
01-15-000-50570	Northport Community C...	273.52
01-15-000-50573	Civitan Park	234.95
01-15-000-50590	Utilities - Other	2,306.52
01-15-600-70008	Series 2016 Warrants	78,887.50
01-15-600-70010	Series 2021 B Warrants	48,668.63
01-16-000-50111	Software - License & Ma...	879.93
01-16-000-50247	Outsourced Legal Servic...	10,666.25
01-16-000-50312	Cell Phones	120.67
01-17-000-50104	Printing & Duplication	954.53
01-17-000-50105	Office Supplies	453.11
01-17-000-50106	Office Equipment	338.98
01-17-000-50223	Translator Expenses	240.00
01-17-000-50373	Judicial Services - Court ...	5,734.35
01-17-000-50499	State & County Court Co...	43,816.23
01-20010	Bond Liabilities	725.00
01-21007	Security Deposits	700.00
01-22-000-50105	Office Supplies	7.03
01-22-000-50106	Office Equipment	1,623.17
01-22-000-50108	Equipment - Computers...	19,081.90
01-22-000-50111	Software - License & Ma...	1,466.55
01-22-000-50312	Cell Phones	210.69
01-22-000-50348	Utilities - Internet	19,123.40
01-25-000-50107	Office Furniture	579.99
01-25-000-50111	Software - License & Ma...	879.93
01-25-000-50112	Advertising	103.50
01-25-000-50312	Cell Phones	201.33
01-25-000-50433	Taxpayer Business Audit...	10,875.00
01-26-000-50111	Software - License & Ma...	586.62

Account Summary

Account Number	Account Name	Payment Amount
01-26-000-50175	Sundry Expense	95.00
01-26-000-50210	Professional Services	1,250.00
01-26-000-50267	Personnel Legal Expenses	1,600.00
01-26-000-50312	Cell Phones	120.67
01-28-000-50100	Dues	786.33
01-28-000-50105	Office Supplies	258.29
01-28-000-50111	Software - License & Ma...	1,173.24
01-28-000-50112	Advertising - Admin	798.45
01-28-000-50312	Cell Phones	405.66
01-32-000-50010	Hiring & Recruitment Ex...	69.62
01-32-000-50100	Dues	60.00
01-32-000-50105	Office Supplies	46.23
01-32-000-50106	Office Equipment	159.56
01-32-000-50111	Software - License & Ma...	2,971.66
01-32-000-50212	Professional Services & ...	4,890.00
01-32-000-50283	Uniforms	154.00
01-32-000-50290	ADEM - Phase II	575.00
01-32-000-50312	Cell Phones	655.95
01-32-600-80001	Infrastructure	1,286.95
01-32-600-81007	MLK Improvements	100,624.08
01-32-600-82002	Sports Complex Kentuck	145,302.63
01-33-000-50105	Office Supplies	540.04
01-33-000-50111	Software - License & Ma...	3,836.62
01-33-000-50275	Body Armor	30.15
01-33-000-50283	Uniforms	8,697.69
01-33-000-50288	Uniform Accessories	1,366.95
01-33-000-50312	Cell Phones	200.05
01-33-000-50355	Communication System -...	500.00
01-33-000-50361	Maintenance - Public Saf...	16.12
01-33-000-50367	Maintenance & Repair - ...	4,859.35
01-33-000-50382	Repair - Public Safety C...	1,738.05
01-33-000-50402	Training - Departmental	2,838.00
01-33-000-50408	Communication System -...	540.59
01-33-000-50522	Utilities - Natural Gas	33.57
01-33-000-50590	Utilities - Other	497.45
01-35-210-50105	Office Supplies	22.63
01-35-210-50106	Office Equipment	72.89
01-35-210-50108	Equipment - Computers...	138.00
01-35-210-50283	Uniforms	986.50
01-35-210-50402	Training - Departmental	2,907.67
01-35-210-50410	Maintenance & Repair - ...	883.37
01-35-210-50411	Maintenance & Repair - ...	183.54
01-35-210-50424	Hazardous Materials Gear	135.86
01-35-210-50520	Utilities - Natural Gas	3,013.90
01-35-210-50560	Pest Control	286.00
01-35-211-50257	Hand Tools & Equipment...	7.99
01-35-211-50360	Maintenance - Station 1	617.40
01-35-211-50380	Repairs - Station 1	-65.44
01-35-211-50434	Janitorial Supplies - Stati...	46.50
01-35-212-50279	Living Quarters Supplies -...	283.40
01-35-212-50380	Repairs - Station 2	4,094.09
01-35-212-50434	Janitorial Supplies - Stati...	221.27
01-35-213-50360	Maintenance - Station 3	903.60
01-35-213-50380	Repairs - Station 3	647.81
01-35-213-50434	Janitorial Supplies - Stati...	306.47
01-35-214-50380	Repairs - Station 4	73.88
01-35-214-50434	Janitorial Supplies - Stati...	270.21
01-35-217-50227	Equipment - Engine 3	1,783.84

Account Summary

Account Number	Account Name	Payment Amount
01-35-218-50227	Equipment - Engine 4	58.86
01-35-221-50242	Medical Supplies - Engin...	184.02
01-35-223-50242	Medical Supplies - Rescue	108.00
01-35-600-80000	Equipment	15,250.00
01-37-310-50010	Hiring & Recruitment Ex...	482.60
01-37-310-50105	Office Supplies	222.77
01-37-310-50111	Software - License & Ma...	3,303.53
01-37-310-50175	Sundry Expense	77.31
01-37-310-50238	Personal Safety Supplies ...	2.13
01-37-310-50258	Promotional Items	1,416.83
01-37-310-50261	Uniform Shirts, Pants, &...	21,336.91
01-37-310-50265	Boots	432.87
01-37-310-50277	Janitorial Supplies	443.95
01-37-310-50303	Cleaning/Janitorial Suppl...	321.42
01-37-310-50305	Contract Services	1,780.12
01-37-310-50307	Tree Trimming Services	1,575.00
01-37-310-50312	Cell Phones	950.17
01-37-310-50334	Equipment Rental	327.57
01-37-310-50337	Cleaning/Janitorial Suppl...	211.13
01-37-310-50356	Cleaning/Janitorial Suppl...	379.75
01-37-310-50359	Fuel & Oil	336.03
01-37-310-50400	Training	68.75
01-37-310-50451	Solid Waste Authority C...	565.84
01-37-310-50520	Utilities - Natural Gas	3,043.88
01-37-311-50227	Equipment - Beautificati...	355.79
01-37-311-50234	Supplies - Beautification	3,642.44
01-37-311-50238	Personal Safety Supplies ...	2.84
01-37-312-50234	Supplies - Construction	4,839.48
01-37-312-50238	Personal Safety Supplies ...	62.23
01-37-313-50234	Supplies - Garbage	351.49
01-37-313-50238	Personal Safety Supplies ...	12.07
01-37-314-50234	Supplies - Maintenance	18.98
01-37-314-50238	Personal Safety Supplies ...	2.13
01-37-315-50227	Equipment - Rights of W...	1,988.96
01-37-315-50234	Supplies - Rights of Way	409.48
01-37-315-50238	Personal Safety Supplies ...	14.20
01-37-316-50227	Equipment - Shop	484.98
01-37-316-50234	Supplies - Shop	3,268.21
01-37-316-50238	Personal Safety Supplies ...	262.11
01-37-317-50238	Personal Safety Supplies ...	25.07
01-37-318-50360	Maintenance - Public W...	118.82
01-37-318-50380	Repairs - Public Works B...	173.22
01-37-320-50360	Maintenance - Garbage ...	3,911.69
01-37-320-50380	Repairs - Garbage Trucks	2,512.78
01-37-321-50380	Repairs - Heavy Equipm...	477.50
01-37-322-50360	Maintenance - Heavy Tr...	93.97
01-37-322-50380	Repairs - Heavy Trucks	620.00
01-37-323-50360	Maintenance - Trash Tru...	4,816.66
01-37-323-50380	Repairs - Trash Trucks	5,813.32
01-37-324-50360	Maintenance - Light Duty..	257.62
01-37-324-50380	Repairs - Light Duty Vehi...	405.36
01-37-326-50360	Maintenance - Mowers ...	693.45
01-37-326-50380	Repairs - Mowers & Light..	833.99
01-37-328-50234	Supplies - Traffic	90.98
01-37-328-50238	Personal Safety Supplies ...	1.42
01-37-328-50276	Street and Traffic Signs	4,334.11
01-37-328-50362	Maintenance - Street Lig...	250.80
01-37-331-50234	Supplies-Recycling	280.00

Account Summary

Account Number	Account Name	Payment Amount
01-37-331-50238	Personal Safety Supplies...	56.86
01-37-331-50360	Maintenance - Recycling...	3,918.42
01-37-331-50380	Repair - Recycling Trucks	5,604.45
01-37-600-80004	Grant Assets	976.74
01-40000	Business License	2,897.67
01-40-000-50360	Maintenance - Williams...	32.65
01-40121	NPCC Rental Income	275.00
01-41-000-50803	Metro Animal Shelter	19,473.40
01-43-000-60901	Northport Corners LLC	93,750.00
01-43-000-60904	Alabama Donuts, LLC	2,854.23
01-45-000-54004	Recreational Facilities	183,474.63
01-45-000-54007	Series 2023 Warrants	233,625.63
01-45-000-54101	Nuisance Abatement	142.65
01-45-000-54310	Drainage Improvements ...	28,427.50
01-45-000-54311	Hospital Drive	30,299.00
01-45-000-54400	Economic & Community ...	508.30
01-45-600-54201	Downtown Streetscape	1,512.00
01-46-000-50570	Northport Community C...	3,110.21
01-46-000-50572	UCP Building	980.53
01-46-000-50574	Tiger Park	250.00
01-46-000-50575	Visitor's Center	700.52
01-46-000-50578	Shirley Place	2,220.80
01-46-400-50210	Professional Services	65,833.33
01-46-400-50590	Utilities - Other	1,948.95
12-33-000-50233	Metro Jail Expenses	42,157.50
22-17-000-50373	Judicial Services	6,354.35
50-39-510-50010	Hiring & Recruitment Ex...	44.17
50-39-510-50105	Office Supplies	39.35
50-39-510-50106	Office Equipment	202.89
50-39-510-50111	Software - License & Ma...	586.62
50-39-510-50128	Computer Software Mai...	270.00
50-39-510-50261	Contract Shirts and Pants	2,748.31
50-39-510-50305	Contract Services	495.12
50-39-510-50312	Cell Phones	1,680.96
50-39-510-50360	Maintenance	10.00
50-39-510-50376	Service Contracts	1,148.58
50-39-510-50385	Raw Water Purchases	51,806.90
50-39-510-50394	Repairs - Heavy Equipm...	2,546.48
50-39-510-50396	Repairs - Vehicles	4,956.36
50-39-510-50472	Insurance - Property	133,004.80
50-39-510-50500	Utilities - Power	1,350.17
50-39-510-50520	Utilities - Natural Gas	51.75
50-39-510-50590	Utilities - Other	2,884.17
50-39-511-50105	Office Supplies	8.99
50-39-511-50106	Office Equipment	202.90
50-39-511-50360	Maintenance	2,690.98
50-39-511-50470	Billing Services	10,030.41
50-39-512-50105	Office Supplies	45.67
50-39-512-50106	Office Equipment	202.89
50-39-512-50214	Professional Engineering...	430.00
50-39-512-50300	Chemicals	23,721.42
50-39-512-50313	Laboratory Supplies	1,178.70
50-39-512-50336	Repairs	17,363.30
50-39-512-50360	Maintenance	1,956.35
50-39-512-50454	Testing & Professional S...	4,505.00
50-39-513-50105	Office Supplies	27.39
50-39-513-50108	Equipment - Computers...	1,325.00
50-39-513-50300	Chemicals	1,791.24

Account Summary

Account Number	Account Name	Payment Amount
50-39-513-50313	Laboratory Supplies	888.06
50-39-513-50323	Sludge Disposal	8,637.92
50-39-513-50336	Repairs	12,652.45
50-39-513-50360	Maintenance	1,371.83
50-39-513-50454	Testing & Professional S...	714.40
50-39-514-50309	Hand Tools and Equipm...	255.41
50-39-514-50431	Construction & Repair S...	29,350.24
50-39-514-50453	System & Infrastructure ...	13,070.00
50-39-514-50473	Inventory Supplies	423.75
50-39-514-50477	Water Meters	3,720.00
50-39-515-50214	Professional Engineering...	2,372.50
50-39-515-50389	Maintenance - Collectio...	4,781.00
50-39-515-50431	Construction & Repair S...	188.00
50-39-515-50453	System & Infrastructure ...	32,500.00
50-39-515-50473	Inventory Supplies	29.40
50-39-600-70008	Series 2016 Warrants	26,212.50
50-39-600-70010	Series 2021 A Warrants	144,337.67
50-39-600-81601	ARPA WWTP - Sludge Pr...	4,009.00
50-40114	Bad Debt Collections	330.19
51-39-600-70010	Series 2021 A Warrants	16,779.00
	Grand Total:	2,221,307.08

Project Account Summary

Project Account Key	Payment Amount
None	2,221,307.08
Grand Total:	2,221,307.08



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

AGENDA ITEM NO. 9.c.3.

MEETING DATE: March 23, 2026

SUBJECT: Purchase Requisition, Outsourced Legal Services, Boardman, Carr, Petelos, Watkins, Ogle & Howard, P.C., \$17,755.50

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: Kim Braughton

Approved By: Ron Davis

Summary:

This invoice is for legal services rendered through January 2026, in relation to City Council orientation. The Legal Department respectfully requests approval in the amount of \$17,755.50.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-16-000-50247 Amount: \$17,755.50

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$17,755.50 to Boardman, Carr, Petelos, Watkins, Ogle & Howard, P.C.



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

AGENDA ITEM NO. 9.c.4.

MEETING DATE: March 23, 2026

SUBJECT: Purchase Requisition, Outsourced Legal Services, Bishop Brooks, LLC, \$6,562.50

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Kim Braughton

Approved By: Ron Davis

Summary:

This invoice is for legal services rendered in February 2026, in connection with the University Beach Project. The Legal Department respectfully requests approval in the amount of \$6,562.50.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-16-000-50247 Amount: \$6,562.50

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$6,562.50 to Bishop Brooks, LLC.



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

AGENDA ITEM NO. 9.c.5.

MEETING DATE: March 23, 2026

SUBJECT: Purchase Requisition, ByteSpeed, 2026 Computer Replacement Project, \$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 multiple departments. Total amount \$7,800.00. Requisition No.262032.

Recommendation:

Approval of the Consent Agenda will approve this request.

Funding Source/GL Code:

GL Code No. 01-22-600-80000 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.



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

AGENDA ITEM NO. 9.c.6.

MEETING DATE: March 23, 2026

SUBJECT: Purchase Requisition, Dell, 2026 Computer Replacement Project, \$19,978.30

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 Dell Marketing to purchase 10 computers for the 2026 Computer Replacement Project. These computers are for multiple departments. Requisition No. 262031.

Recommendation:

Approval of the Consent Agenda will approve this request.

Funding Source/GL Code:

GL Code No. 01-22-600-80000 Amount: \$19,978.30

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$19,978.30 to Dell Marketing.



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

AGENDA ITEM NO. 9.c.7.

MEETING DATE: March 23, 2026

SUBJECT: Purchase Requisition, FY25 Audit Invoice #4, LeCroy Richardson P.C., \$16,175.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Stacey Beynon

Approved By: Darren McGee

Summary:

This is Invoice #4 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 fiscal year ended September 30, 2025.

Recommendation:

To approve this request.

Funding Source/GL Code:

GL Code No. 01-25-000-50201 & 50-39-511-50201 Amount: \$12,940.00 & \$3,235.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$16,175.00 to LeCroy Richardson.

**LeCroy Richardson, P.C.**

5710 Watermelon Road
Suite 400
Northport, AL 35473

(205) 349-3840

<https://www.lecroyrichardson.com/>
info@lecroyrichardson.com

Invoice: 8084 Date: 03/02/2026
Amount: \$16,175.00 Due Date: 03/12/2026
0

CITY OF NORTHPORT
3500 MCFARLAND BLVD.
NORTHPORT, AL 35476

Work Completed to Date on Audit of Books & Preparation of Audited Financial Statements -9/30/25 Fiscal Year	16,175.00
--	-----------

Detail:

Partner \$200/hr x 40 hrs = \$8,000

Staff \$150/hr x 54.50 hrs = \$8,175

Billed Time and Expenses	\$16,175.00
--------------------------	-------------

Invoice Total	<u>\$16,175.00</u>
---------------	--------------------

RECEIVED
MAR 09 2026

BY: _____

..... ✂

Please return this portion with payment.
ID: 636001330
CITY OF NORTHPORT
205-339-7000

Invoice: 8084
Date: 03/02/2026
Due Date: 03/12/2026

Amount Due: \$16,175.00

Amount Enclosed: _____

Invoices are due upon receipt. Your prompt payment is appreciated.
To pay by credit card, please call our office at 205-349-3840. Thank you!



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

AGENDA ITEM NO. 9.c.8.

MEETING DATE: March 23, 2026

SUBJECT: Purchase Requisition, Replacement Pumps for Upper Smith Creek Pump Station, Morrow Water Technologies, Inc., \$33,728.43

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 Morrow Water Technologies, Inc., in the amount of \$33,728.43, is for two (2) Ebara submersible pumps for the Upper Smith Creek Pump Station. One of the existing pumps has reached its useful life. The station works with three (3) pumps but is currently running with only one (1) pump. These pumps are necessary in order to continue normal operations at this pump station.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 50-39-515-50389 Amount: \$33,728.43

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$33,728.43 to Morrow Water Technologies, Inc.

Quote #:	030326TB - Northport Smith Creek LS Rev1
Quoted By:	Trey Blizzard
Customer:	Northport
Project:	Smith Creek LS
Date:	3/3/2026
Terms:	Net 30 days



MORROW
WATER TECHNOLOGIES, INC.

7440 Cahaba Valley Road, Birmingham AL 35242
Phone 205-408-6680 www.morrowwater.com

Scope:

Morrow Water Technologies Inc., proposal is for providing the following equipment, labor and special tooling required to supply Qty-2 new 15HP Ebara pumps including new slide face adapters and adapter flanges, mobilize onsite, install pumps onto existing base elbows, and startup.

Materials: (taxes not included)

2	Ebara 200DKEU4611 Submersible Pumps Rated for 1100 GPM @ 30' TDH; 8.39" Trim 15HP; 480V/3 1800 RPM Motor Pump Has 4" Flange	\$	24,989.14
2	Space Saver 4" x 6" Adapter Flange	\$	2,262.86
2	Barmesa SRC6-MOV Coupling	\$	1,011.43
60	Mileage_ Truck x1	\$	60.00
0	Mileage_ Rig x2	\$	-
Total Materials		\$	28,323.43

Labor (Including if required - Lodging, Per diems, expendable supplies, subs)

Mobilize			
Retrofit Slide Face Adapters			
Install New Pumps			
Startup			
De-Mobilize			
Total Labor		\$	4,830.00
		FREIGHT	\$ 575.00
Total Labor, Materials and Freight		\$	33,728.43

Accepted By: _____ Submitted By: 

A Brown-Lee Morrow Enterprises Company



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

AGENDA ITEM NO. 9.c.9.

MEETING DATE: March 23, 2026

SUBJECT: Purchase Requisition, Chemical Level Monitor for WWTP, Electric Machine Control, Inc., \$5,230.00

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 Electric Machine Control, Inc., in the amount of \$5,230.00, is for replacing the chemical level monitoring system for sodium hypochlorite at the Wastewater Treatment Plant. The existing chemical level monitoring panel components are obsolete and no longer serviceable. EMC will provide the materials, installation of new panel and removal of the existing panel.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 50-39-513-50336 Amount: \$5,230.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$5,230.00 to Electric Machine Control, Inc.

REQUISITION FOR GOODS AND SERVICES

DEPT./DIVISION UtilitiesDate: 3/5/2026

REQUISTIONER: Terry West

[illegible]

Request P.O. to:

EMC

Superintendent Approval

Jerry West

Business License Required?

Operations Manager Approval

Cynthia Davis 3/6/26

COMMENTS (Requistioner or Department Head):

Replacement Chemical monitors system for Sodium Hydrochlorite

DEPARTMENT HEAD (Signature)

COMMENTS:

City of Northport Utilities
WWTP – Chemical Level Monitoring
March 3, 2026
Proposal No. EM260124



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

Attention:
Terry West

WWTP – Chemical Level Monitoring

March 3, 2026
Proposal No. EM260124

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

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

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

1.0 Proposed Scope of Supply

Electric Machine Control will provide the WWTP – Chemical Level Monitoring Panel. The existing Chemical Level Monitoring Panel components are obsolete and no longer serviceable. This proposal is submitted based on Northport discussions with EMC's Adam Tennyson.

EMC will provide a Precision Digital NEMA 4X Panel with two Process Meters for visualization of the Chemical Tank levels. EMC will provide a Field Service Technician to mount and wire the new panel. The technician will also pull twisted shielded wire from the new panel to the existing PLC panel and terminate the wiring (existing conduit will be reused). The technician will also remove the existing Chemical Feed Panel if practical for disposal by WWTP personnel.

The Field Engineer will calibrate the new process meters and make sure level data is depicted accurately on SCADA and configure alarms as needed. The existing PLC program will be modified for this addition.

2.0 Equipment

The following equipment will be provided for the WWTP – Chemical Level Monitoring.

Manufacturer	Description	Qty.
Precision Digital	PD6000 ProVu Process Meter	2
Precision Digital	NEMA 4X Enclosure	1
Precision Digital	Sub-pan	1
Precision Digital	Sun Hood SS	2
Commercial	Twisted Shielded Wire	1 Lot

3.0 Engineering and Technical Services

The following Engineering and Technical Services will be provided for the WWTP – Chemical Level Monitoring.

City of Northport Utilities
WWTP – Chemical Level Monitoring
March 3, 2026
Proposal No. EM260124



Description	EMC Provided
Field Service Engineer	• Calibrate Displays • SCADA Modifications as required. • Existing PLC Modifications as required. • Field Install, Testing and Start-up. • SCADA System Testing
Field Service Technician	• Field Technician – Mount and wire new panel • Install twisted shielded wire from new process meters to existing PLC (reuse existing conduits). • Determine old panel equipment and remove if practical.
Note	• All travel and living expenses are included.

4.0 Pricing

City of Northport Utilities
WWTP – Chemical Level Monitoring
\$5,230.00

Payment Terms:

- Net 30 Days.

Note: All progress Payment Terms are Net 30 Days.

Delivery Schedule:

- 4 to 6 Weeks after receipt of order.

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

Freight:

- NA

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ELECTRIC MACHINE CONTROL, INC.
TERMS AND CONDITIONS OF SALE

A. Acceptance

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

B. Prices – Prices are:

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

C. Terms

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

D. Shipping Estimates

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

E. Delivery

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

F. Installation

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

H. Warranty

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

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

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

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

I. Limitation of Liability

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

J. Property and Patent Rights

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

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

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

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

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L. Limitation of Actions

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

M. Cancellation

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

N. Applicable Law

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

O. Waiver of Terms and Conditions

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

P. Indemnification by Buyer

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

Q. Complete Agreement

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



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

AGENDA ITEM NO. 9.c.10.

MEETING DATE: March 23, 2026

SUBJECT: Purchase Requisition, Headworks Slide Gate Inspection at WWTP, Misc. Metals & Fabrication, LLC., \$7,960.00

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: Allison Martin

Approved By: John Webb

Summary:

The purchase requisition to Misc. Metals & Fabrication, LLC., in the amount of \$7,960.00, is for the inspection of two (2) headworks slide gates at the Wastewater Treatment Plant.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 50-39-513-50360 Amount: \$7,960.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$7,960.00 to Misc. Metals & Fabrication, LLC.

FW: Quote - Inspect Slide Gates

From Cynthia Davis <cdavis@northportal.gov>
Date Fri 3/6/2026 2:40 PM
To Terry West <twest@northportal.gov>

Please do a requisition for this

From: Shane Carter <shane@mmfal.com>
Sent: Friday, March 6, 2026 10:44 AM
To: Cynthia Davis <cdavis@northportal.gov>
Subject: Quote - Inspect Slide Gates

Cynthia, please accept this email as our quote to: **Inspect (2) Slide Gates at the Northport Wastewater Treatment Plant.**

Needed Materials - \$2,620.00
First (4) Hours - \$2,900.00 – Includes: Mobilization, Four (4) Men, Service Truck, Tools, Welder and Boom Truck
Next (4) Hours - \$2,140.00 – Includes: Four (4) Men, Service Truck, Tools, Welder and Boom Truck
TOTAL \$7,660.00

We do not anticipate the inspection to take more than one (1) eight (8) hour day.

If additional time is needed, it will be billed as follows:

Regular Time - \$535.00/Hr.
Overtime - \$725.00/Hr.

Please let me know if you have any questions.

Thank you,
Shane Carter
Misc. Metals & Fabrication, LLC
9125 Energy Lane
Northport, AL 35476
W: (205) 339-3181
C: (404) 797-9942
shane@mmfal.com



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

AGENDA ITEM NO. 9.c.11.

MEETING DATE: March 23, 2026

SUBJECT: Purchase Requisition, 2026 Ford F-150 4x2 Pickup Truck, Stivers Ford Lincoln, \$39,926.00

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Allison Martin

Approved By: John Webb

Summary:

The purchase requisition to Stivers Ford Lincoln, in the amount of \$39,926.00, is for a 2026 Ford F-150 4x2 Pickup Truck for the Utilities Department. The prices are determined by State Bid Contract. This is part of the FY2026 Capital Budget that was approved by Council on March 2, 2026.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 50-39-600-80000 Amount: \$39,926.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$39,926.00 to Stivers Ford Lincoln.

2026 FORD F150 SUPERCREW 4x2 PICKUP -- STATE CONTRACT T191

CONTRACT NUMBER: MA220000003128-14

CONTRACT AMOUNT: \$38,605

☒

INCLUDES: 2.7L EcoBoost V6 Engine, 10-Spd Auto, 4x2, 145" Wheelbase, 5.5' Bed, Class IV Trailer Hitch w/ 4/7 Pin Connector, Power Windows, Power Door Locks w/ Integrated Key Transmitter Keyless Entry, Power Tailgate Lock, Cruise Control, Black Vinyl Flooring, 17" Silver Steel Wheels, Ford Co-Pilot 360 2.0, 36 Gallon Fuel Tank

EQUIPMENT GROUP OPTIONS

W1K 101A XL Equipment Group (Base Equipment Group on Contract)

\$ 38,605

☒

AS Seats Vinyl 40/ 20 /40 - Medium Dark Slate Gray

NC

☒

F1K Upgrade to Regular Cab 122" WB 2WD with 6.5' Box and 5.0 V8 Engine and 3.73 Elec Differential

\$ (1,044)

☒

995 5.0L V8 Engine w/ 3.15 Regular Ratio Axle

Included with F1K

\$ -

☒

XL6 3.73 Electronic Locking Axle

Included with F1K

\$ -

☒

EXTERIOR COLOR OPTIONS:

YZ Oxford White

OPTIONS:

18B Black Platform Running Boards

\$ 250

☒

STIVERS OPTIONS:

LED 4 Corner LED Strobe Lights

\$ 695

☒

TB2 Tool Box - Deep Well (18")

\$ 555

☒

SL1 Spray-in Bed Liner (6-1/2" bed)

\$ 625

☒

DELIVERY: State Contract Provisions for \$2.00 / mile one-way

120 Miles

\$ 240

☒

Delivery Address: _____ City of Northport

TOTAL VEHICLE (Required) \$ 39,926

Customer: City of Northport

Contact: Matthew Perkins

Phone: _____

Email: _____

STATE CONTRACT TERMS: PAYMENT DUE AT TIME OF DELIVERY

SIGNATURE: (Required) _____

DATE (Required): _____

PURCHASE ORDER NUMBER: (Required) _____

QUANTITY

1 unit



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

AGENDA ITEM NO. 9.c.12.

MEETING DATE: March 23, 2026

SUBJECT: Purchase Requisition, 2026 Ford F-550 Crane Truck, Stivers Ford Lincoln, \$115,572.00

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 Stivers Ford Lincoln, in the amount of \$115,572.00, is for a 2026 Ford F-550 Crew Cab 4x2 Chassis Cab Crane Truck for the Utilities Department. The prices are determined by State Bid Contract. This is part of the FY2026 Capital Budget that was approved by Council on March 2, 2026.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 50-39-600-80000 Amount: \$115,572.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$115,572.00 to Stivers Ford Lincoln.

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

2026 FORD F550 CREW CAB 4x2 CHASSIS CAB - MODEL W5G

CONTRACT NUMBER: 230000003416-45

FORD CAB & CHASSIS CONTRACT

CONTRACT AMOUNT: \$54,553

INCLUDES: XL 660A, Super Crew 4x2, 7.3L V8 Gas Engine, 10 Spd AutoTransmission, Power Windows & Door Locks, Keyless Entry, Cruise Control, Vinyl Flooring, Vinyl 40/20/40 Seat, AM/FM Radio, Bluetooth.

STATE CONTRACT PRICE (T191)

\$ 54,553 ☒

FACTORY OPTIONS

872	Rear Camera Prep Kit	\$	515	☒
512	Spare Tire & Wheel	\$	350	☒
52B	Trailer Brake Controller	\$	300	☒
18B	Platform Running Boards	\$	445	☒
67B	410 Amp Alternator	\$	115	☒
67H	Heavy-Service Front Suspension Package. Recommended if Installing Heavy Brushguard	\$	125	☒
76C	Exterior Backup Alarm	\$	230	☒

WHEEL BASE OPTIONS:

203	203" Wheelbase For Body Installations - 84" Cab to Axle	\$	494	☒
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DRIVE TRAIN OPTIONS:

99N	7.3L V8 Gas Engine		Standard	☒
X8L	4.88 Limited Slip	\$	395	☒
TGM	225/70Rx19.5G BSW Traction	\$	190	☒

COLOR OPTIONS:

Z1	Oxford White		NC	☒
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INTERIOR OPTIONS:

AS	40/20/40 Vinyl Seats - Medium Dark Slate		XL Standard	☒
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STIVERS FORD OPTIONS:

RM25B	RM25B Reading RM-25 crane body 11'	\$	18,990	☒
	— Nominal length 11' body, for 84" CA chassis			
	— Designed for Class 4 - 5 chassis with 19.5" wheels/tires			
	— *Crane reinforcement rated to 18,000 or 25,000 ft-lb			
	— Full-length HD understructure			
	— Tie downs in floor.★			
	— External Lightbox with 100% LED Lighting ★			
	— Strobe Lighting, Dual Rear Amber LED			
R10	Standard height 40" body, Roadside	\$	-	☒
C09	Reduced height 40" body, Curbside — Less Tank Compartment			☒
MLD	Master Locking, installed 11' body	\$	800	☒
	Tailgate, 14", Reading White embossed, installed			☒
V20	Grab Handles, dual rear, furnished installed	\$	450	☒
FFR	Fill Cutout & Aluma-Fill® Fuel dish, Rear position			☒
U70	Outrigger, 4K, Manual Out-Manual Down	\$	2,975	☒
	— For crane applications up to 18,000 lb-ft (most 4K cranes). — Manual extension, Manual up/down (Roadside and Curbside)			
C52	Reading Crane Control Center			☒
	— Includes control panel for lights, crane. — Includes wiring kit.			
T20	Tow package, 20K, 2.5" Receiver			☒
T73	18K Workbench bumper, 21", White with Spray Liner			☒
	— Includes dual steps, Roadside/Curbside. Vise plate curbside. — Thru-compartment with locking storage, keyed to match body.			

ROADSIDE V1, V2, V3, V4 COMPARTMENTS

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

7/31/2025
Revision 26.0

RS1-4	Standard Configurations for all 4 compartments			☒
	<u>CURBSIDE V1, V2, V3, V4 COMPARTMENTS</u>			
CS1-3	Standard Configurations for all 4 compartments			☒
CRS	Standard: Crane reinforcement, 25,000 ft-lb rated, Crane drain pan, furnished with body, Crane turret drill			☒
WX7	Compartment lighting, 11' body, furnished installed	\$	965	☒
WX4	Work/Flood Lights, Set of Four, furnished installed	\$	80	☒
	— Ultra-Bright 2,400 lumen LED repositionable worklights. — Mounted to front and rear compartment boxes			
W77	Socket, for Tow-Ready 'Delphi' Trailer Plug	\$	90	☒
	— Dual 7-Blade Round and 4-Flat socket.			
RW2	Paint, Reading White spray urethane			
TKCW01000	Mounting Kit	\$	935	☒
L4A	Liftmoore 4000X-20 WP	\$	25,745	☒
	— Telescopic crane with power reach to 16', manual reach to 20'			
	— Rated 16,000 lb-ft, 4,000 lb max lift. Weight 913 lb			
V60	Boom Rest I, 9" high Fixed	\$	645	☒
BT5	KIT, BOOM TIP LIGHT	\$	900	☒
E07	Wiring Kit for Any Electric Liftmoore Crane	\$	1,385	☒
	Standard Height Headache Rack	\$	795	☒
	Install Body/Bumper	\$	2,145	☒
	Install Crane/Boom Rest	\$	185	☒
	Install headache rack	\$	175	☒
	Install W77 Trailer wiring socket	\$	160	☒
	Install Boom Tip Light	\$	440	☒

DELIVERY: State Contract Provisions for \$2.00 / mile one-way

Delivery Address: _____

TOTAL VEHICLE (Required)

\$ 115,572

Customer: City of Northport Public Works

Contact: Brad Hamner

Phone: (205) 333-3003

Email: bhamner@northportal.gov

STATE CONTRACT TERMS: PAYMENT DUE AT TIME OF DELIVERY

SIGNATURE: (Required) _____

DATE (Required): _____

PURCHASE ORDER NUMBER: (Required)

QUANTITY (Required)

per unit

LIFTMOORE 4000 CRANE

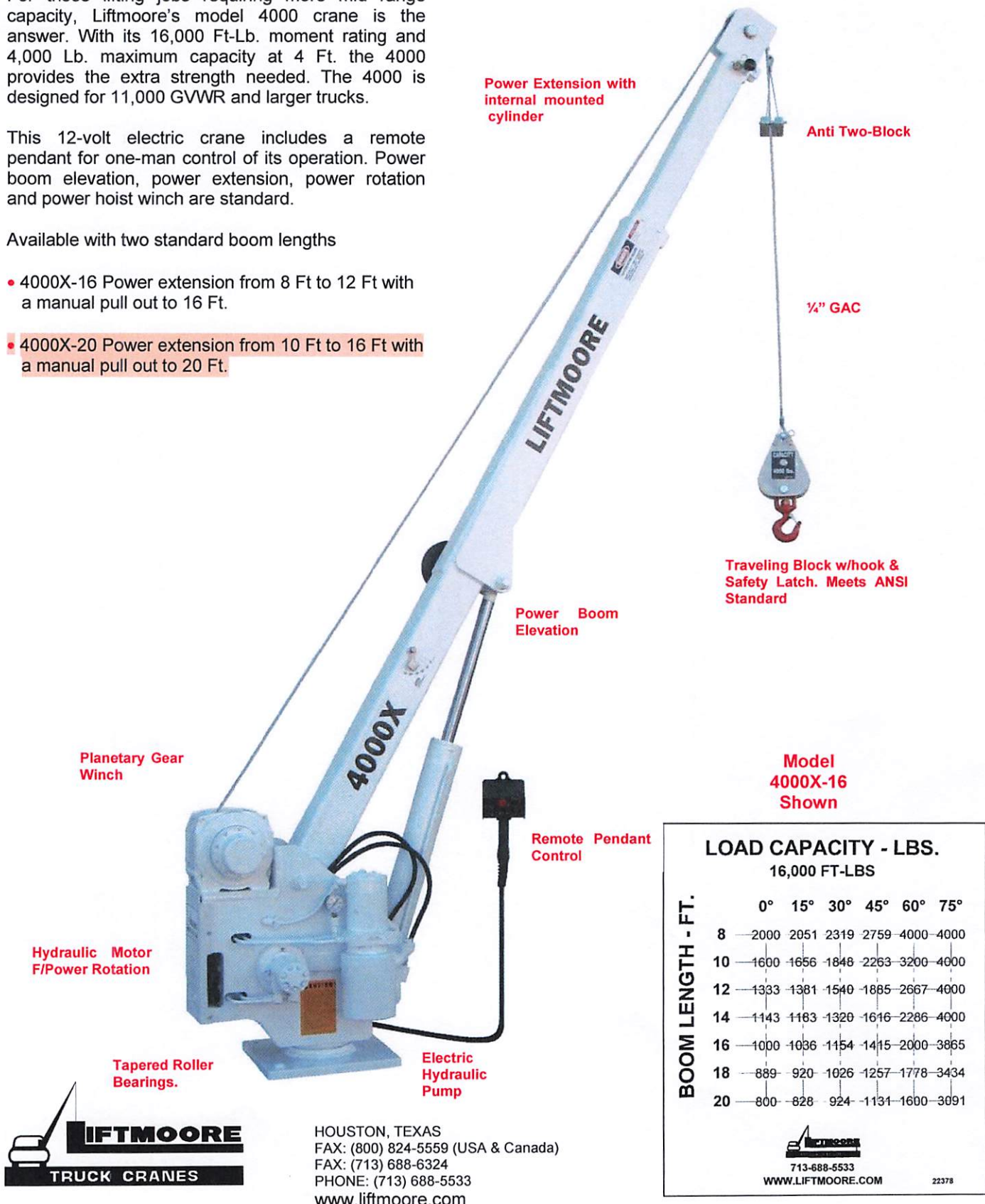
16,000 FT.-LB. MOMENT RATING
4,000 LB. MAXIMUM CAPACITY

For those lifting jobs requiring more mid range capacity, Liftmoore's model 4000 crane is the answer. With its 16,000 Ft-Lb. moment rating and 4,000 Lb. maximum capacity at 4 Ft. the 4000 provides the extra strength needed. The 4000 is designed for 11,000 GVWR and larger trucks.

This 12-volt electric crane includes a remote pendant for one-man control of its operation. Power boom elevation, power extension, power rotation and power hoist winch are standard.

Available with two standard boom lengths

- 4000X-16 Power extension from 8 Ft to 12 Ft with a manual pull out to 16 Ft.
- 4000X-20 Power extension from 10 Ft to 16 Ft with a manual pull out to 20 Ft.



Model
4000X-16
Shown

LOAD CAPACITY - LBS. 16,000 FT.-LBS

BOOM LENGTH - FT.	0° 15° 30° 45° 60° 75°					
	8	10	12	14	16	18
8	2000	2051	2319	2759	4000	4000
10	1600	1656	1848	2263	3200	4000
12	1333	1381	1540	1885	2667	4000
14	1143	1183	1320	1616	2286	4000
16	1000	1036	1154	1415	2000	3865
18	889	920	1026	1257	1778	3434
20	800	828	924	1131	1600	3091

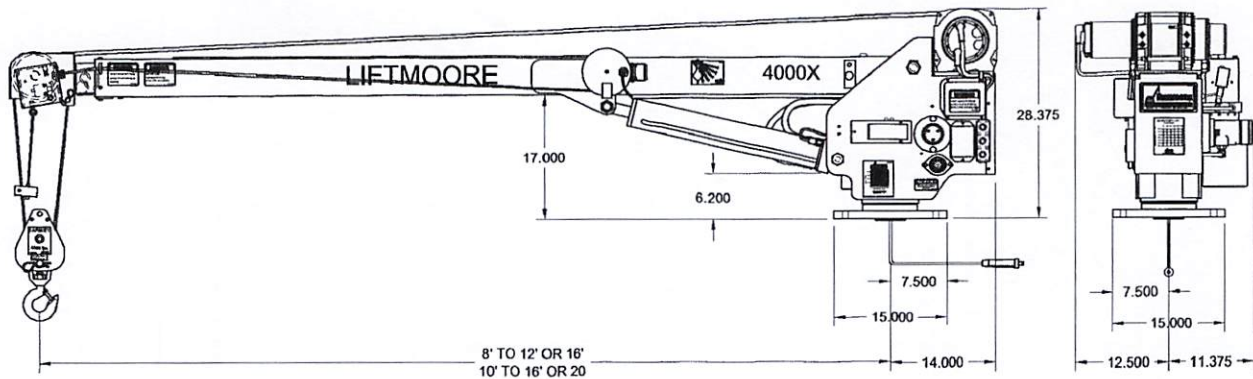


713-688-5533
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22378

HOUSTON, TEXAS
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FAX: (713) 688-6324
PHONE: (713) 688-5533
www.liftmoore.com

4000 SPECIFICATIONS



MOMENT RATING:

16,000 Ft.-Lbs.

HOIST WINCH:

The hoist winch has a planetary gear drive for best possible efficiency. A 2.7HP permanent magnet electric motor powers the winch. Single line capacity of the winch is 2000 Lbs. The load is controlled by a load apportioned mechanical brake located in the winch drum. Ratio between winch drum and wire rope meets ANSI B30.5 requirements.

First layer performance of the winch is as follows:

Load-Lbs	Hook Speed-Ft/ Min.	Electrical-Amps @ 12VDC
1000	13.9	64
2000	11.9	115

Note: Two part line required for loads above 2000Lbs.

WIRE ROPE and SHEAVES:

The crane is supplied with 75 Ft. of 1/4 in. galvanized aircraft cable. Minimum breaking strength of the rope is 7000 lbs. The wire rope is outside of the boom and visible for operators continual inspection. A traveling block for easy two-part hookup is included. All sheaves meet ANSI requirements.

BOOM:

The boom is capable of moving from -5 to +75 Degrees. A double acting cylinder with an integral counterbalance valve elevates the boom. The counterbalance valve has two important functions. This valve holds the cylinder in the event of hose failure and it controls the rate of boom decent.

There are two standard Booms available on the model 4000X crane.

4000X-16:

The boom extends under power from 8 Ft. to 12 Ft with a 4-Ft. manual pull out to 16 Ft. with one intermediate position at 14 Ft.

4000X-20:

The boom extends under power from 10 Ft. to 16 Ft. with a 4-Ft manual pull out to 20 Ft. with one intermediate position at 18 Ft.

HYDRAULIC SYSTEM:

A hydraulic pump driven by a 12 volt D.C. series wound electric motor powers the crane's rotation, elevation and extension functions. The pump is a gear type with a 1.3 GPM capacity at 500 PSI. Control of the hydraulic functions is through four way spring centered solenoid activated valves. Valves have manual over-ride capability and are mounted on a manifold for easy access.

ROTATION SYSTEM:

The hydraulic powered rotation is driven by a low speed, high torque hydraulic motor and drives through a 54:1 ratio self locking worm gear. The worm gear is an aluminum bronze alloy. The worm is hardened steel. The crane rotates 360 degrees continuously without limit on two 4" ID tapered roller bearings.

REMOTE PENDANT CONTROL:

A 25-Ft. long remote pendant is provided for control of each powered function. The pendant control is removable from the crane to prevent unauthorized use of the crane. An E-Stop is included that turns off all power to the crane as required by OSHA.

LOAD SENSOR

A load-limiting sensor is supplied as standard. This sensor will shut down hoist up, boom out & boom down when an overload is detected. The sensor will reset after the load is lowered.

ANTI TWO-BLOCK:

Anti two-block is standard on this crane and prevents extending the boom against the travel block and breaking the cable.

POWER SOURCE:

Crane is powered by the truck's 12 volt DC system. A second battery is required to keep the voltage as high as possible and should be installed in parallel with the vehicle's battery. A Group 31 "DEEP CYCLE" battery is recommended. 25 Ft of # 1 battery cable with quick disconnect is included along with a 3-ft ground wire, 150amp circuit breaker and master cut off switch.

MOUNTING: A minimum 14,500 Lb. GVWR recommended.

Four 0.75" X3.0" long Grade 8 hex head cap screws and lock nuts are provided. Mounting plate is 15" square with a 12" square bolt pattern.

OUTRIGGERS:

An optional outrigger is needed for stability requirements of OSHA 1910.180. The outrigger is necessary to reduce the load on the crane's rotation mechanism and the truck's suspension.



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www.liftmoore.com

Bulletin 463B 12/30/13



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

AGENDA ITEM NO. 9.c.13.

MEETING DATE: March 23, 2026

SUBJECT: Purchase Requisition, 2027 HV607 SBA Dump Truck, Southland Transportation Group, \$152,490.16

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: Allison Martin

Approved By: John Webb

Summary:

The purchase requisition to Southland Transportation Group, in the amount of \$152,490.16, is for a 2027 HV607 SBA Dump Truck for the Utilities Department. The prices are determined by State Bid Contract. This is part of the FY2026 Capital Budget that was approved by Council on March 2, 2026.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 50-39-600-80000 Amount: \$152,490.16

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$152,490.16 to Southland Transportation Group.

Prepared For:
CITY OF NORTHPORT
Brad Hamner
3500 McFarland Blvd.
Northport, AL 35476-3181
(205)339 - 7000
Reference ID: 10 Foot body

Presented By:
SOUTHLAND TRANSPORTATION GROUP
Luke Shaw
3540 SKYLAND BOULEVARD
TUSCALOOSA AL 35405 -
(205)556-4343

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Model Profile
2027 HV607 SBA (HV607)

AXLE CONFIG:	4X2
APPLICATION:	Construction Dump
MISSION:	Requested GVWR: 35000. Calc. GVWR: 46000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 49.94% / 3.85% @ 55 MPH Calc. Geared Speed: 68.9 MPH
DIMENSION:	Wheelbase: 152.00, CA: 84.90, Axle to Frame: 63.00
ENGINE, DIESEL:	{Cummins L9 330} EPA 2024, 330HP @ 2200 RPM, 1000 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 330 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-16-143A} Wide Track, I-Beam Type, 16,000-lb Capacity
AXLE, REAR, SINGLE:	{Meritor RS-30-185} Single Reduction, 30,000-lb Capacity, T Wheel Ends Gear Ratio: 6.14
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(4) 315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position
SUSPENSION, REAR, SINGLE:	31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
FRAME REINFORCEMENT:	Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.875" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
PAINT:	Cab schematic 100WL Location 1: 9219, Winter White (Std) Chassis schematic N/A

Heavier axles and suspension

Heavy load rated tires

Fram reinforcement

10 foot bed with 42 in wall with 8in board stakes (9.4 yards)

<u>Code</u>	<u>Description</u>
HV60700	Base Chassis, Model HV607 SBA with 152.00 Wheelbase, 84.90 CA, and 63.00 Axle to Frame.

AXLE CONFIGURATION

1ANA	AXLE CONFIGURATION 4x2
	<u>Notes</u> : Pricing may change if axle configuration is changed.

ENGINE

12EYX	ENGINE, DIESEL {Cummins L9 330} EPA 2024, 330HP @ 2200 RPM, 1000 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 330 Peak HP (Max)
12VKL	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2026
12XCS	CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty
12WZE	CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations
12WVH	EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Door
10UAV	VEHICLE REGISTRATION IDENTITY ID for Non-CARB Omnibus and/or Non-ACT Adopting State or Exempt Vehicle. Not for use on vehicles registering in CA. Contains non-mitigated legacy engine & cannot be registered in CA unless exempt. You may be held liable under state law for failure to properly register vehicle. <u>Notes</u> : CANNOT BE REGISTERED IN CA. For vehicles that will be registered in States other than CA.
12UAW	RADIATOR Aluminum, 2-Row, Cross Flow, Over Under System, 1045 SqIn Louvered, with 373 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler <u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed <u>Includes</u> : FAN Nylon
12VBR	AIR CLEANER with Service Protection Element
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12VYP	ENGINE CONTROL, REMOTE MOUNTED No Provision for Remote Mounted Engine Control
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel

TRANSMISSION

13BDR	TRANSMISSION, AUTOMATIC {Allison 3500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223
13WVW	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released

<u>Code</u>	<u>Description</u>
13XAL	PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission
13WYU	SHIFT CONTROL PARAMETERS (Allison) 3000 or 4000 Series Transmissions, Performance Programming
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission

CLUTCH

11001	CLUTCH Omit Item (Clutch & Control)
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REAR AXLES, SUSPENSIONS

14ASB	AXLE, REAR, SINGLE (Meritor RS-30-185) Single Reduction, 30,000-lb Capacity, T Wheel Ends . Gear Ratio: 6.14
	<u>Notes</u> : Axle Lead Time is 60 Days
14VAJ	SUSPENSION, REAR, SINGLE 31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs

FRONT AXLES

2ARU	AXLE, FRONT NON-DRIVING (Meritor MFS-16-143A) Wide Track, I-Beam Type, 16,000-lb Capacity
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FRONT SUSPENSIONS

3ADE	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 16,000-lb Capacity, with Shock Absorbers
------	--

CABS, COWLS, BODIES

16030	CAB Conventional, Day Cab
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16WBY	ARM REST, RIGHT, DRIVER SEAT
16VKB	CAB INTERIOR TRIM Classic, for Day Cab
	<u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap
16WSK	CAB REAR SUSPENSION Air Bag Type
16WEE	CAB SOUND INSULATION Includes Dash Insulator and Engine Cover Insulator
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood
16GEG	GAUGE CLUSTER Premium Level; English with English Electronic Speedometer
	<u>Includes</u>

Code	Description
	: GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for
	: GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure
	: WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)
16SED	GRAB HANDLE, EXTERIOR (2) Black, Aluminum, for Cab Entry Mounted Left and Right Side at B-Pillar
16GHU	GRAB HANDLE, CAB INTERIOR (2) Safety Yellow
16XJN	INSTRUMENT PANEL Flat Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16SNS	MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Black Heads and Arms, 6.5" x 14" Flat Glass, Includes 6.5" x 6" Convex Mirrors, for 102" Load Width
	Notes
	: Mirror Dimensions are Rounded to the Nearest 0.5"
16VLV	MONITOR, TIRE PRESSURE Omit
16VCC	SEAT BELT All Orange; 1 to 3
16KZW	SEAT, DRIVER {National 2000 195} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 8" Adjuster, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, 6-23 Degree Angle Back Adjust
16SMN	SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature

FRAMES

1CBU	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL
1GBP	FRAME REINFORCEMENT Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.875" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
1WMS	BUMPER EXTENSION, FRONT 2.0"
1LNG	BUMPER, FRONT Contoured, Steel, Painted Gloss Black
1SAL	CROSSMEMBER, REAR, AF (1)
1MEJ	FRAME DIMPLE Dimple on Left and Right Top Flange of Frame Rail to Reference Rear Axle Centerline
1570	TOW HOOK, FRONT (2) Frame Mounted
1WGR	WHEELBASE RANGE 138" (350cm) Through and Including 187" (475cm)

BRAKES

4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	Includes
	: BRAKE LINES Color and Size Coded Nylon
	: DRAIN VALVE Twist-Type
	: GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster
	: PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel
	: PARKING BRAKE VALVE For Truck
	: QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4
	: SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6

Code	Description
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake
4XDT	BRAKES, FRONT {Meritor 16.5X6 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 23,000-lb Capacity
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn
4LAA	SLACK ADJUSTERS, FRONT {Haldex} Automatic
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes
4XCZ	BRAKES, REAR {Meritor 16.5X7 P} Air S-Cam Type, Cast Spider, Cast Shoe, Double Anchor Pin, Includes Greaseable and Zinc Coated Anchor Pins, Size 16.5" X 7", 38,000-lb Capacity per Axle
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqIn Spring Brake
4LGA	SLACK ADJUSTERS, REAR {Haldex} Automatic
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4EBS	AIR DRYER {Bendix AD-9} with Heater
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4VKJ	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Back of Cab, Perpendicular to Rail
4722	DRAIN VALVE {Bendix DV-2} Automatic, with Heater, for Air Tank
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck

Notes

: When electronic stability control is ordered with trailer connections on a 4x2 truck, please check the operator manual for trailer weight restrictions.

STEERING

5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power
5708	STEERING COLUMN Tilting
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black

DRIVELINES

6DGC	DRIVELINE SYSTEM {Dana Spicer} SPL170, for 4x2/6x2
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EXHAUST SYSTEMS

7BLV	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Short Horizontal Tail Pipe, Frame Mounted Right Side Back of Cab
7BEV	AFTERTREATMENT COVER Steel, Black

ELECTRICAL SYSTEMS

8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
	Includes : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab

<u>Code</u>	<u>Description</u>
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
	: STARTER SWITCH Electric, Key Operated
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
	: WIRING, CHASSIS Color Coded and Continuously Numbered
8XHC	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner when Vehicle Park Brake is "NOT" Set, with Ignition "ON" or "OFF" and any Door Opened and Brake Pedal Released
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense
8RPR	ANTENNA for Increased Roof Clearance Applications
8THB	BACK-UP ALARM Electric, 102 dBA
8VUL	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Left Side Back of Cab
8MJT	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (2) 12-Volt 1900CCA Total, Top Threaded Stud
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8XMB	CONNECTOR, DASH, CENTER PANEL Cab Wiring for TMC RP1226 Vehicle Accessory Connector; Includes 14-pin Connector with Switched Power, Battery Power, Ignition Power, Ground & Body 250K Datalink, Connector Located Behind Instrument Panel Center Console
8WXB	HEADLIGHT WARNING BUZZER Sounds When Head Light Switch is on and Ignition Switch is in "Off" Position
8XNY	HEADLIGHTS Halogen
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn On if Windshield Wipers are Turned On
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord
8VAY	HORN, ELECTRIC Disc Style
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input
8RMZ	SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars
8WXG	STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights
8TMG	TRAILER CONNECTION SOCKET {Phillips} 7-Way, Mounted at Rear of Frame, Wired for Turn Signals Combined with Stop, Compatible with Trailers with Combined Stop, Tail, Turn Lamps
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time

<u>Code</u>	<u>Description</u>
FRONT END	
9WBM	FRONT END Tilting, Fiberglass, with Three Piece Construction, Sloped Front
9WAC	BUG SCREEN Mounted Behind Grille
9HAD	GRILLE Chrome
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
SPEEDOMETER, TOOLS, MISC	
10AGB	CONNECTED PLATFORM Includes Connectivity Module and Five Year Data Plan
10XAN	FIRE EXTINGUISHER 5 lb Class A B C
10XAP	FIRE EXTINGUISHER BRACKET Mounted Left Side Driver Seat
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
	<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "WL"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10SLV	PROMOTIONAL PACKAGE Government Silver Package
10WCY	SAFETY TRIANGLES
FUEL TANKS	
15SRE	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 50 US Gal (189L), Mounted Left Side, Under Cab
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab
15LNR	FUEL/WATER SEPARATOR {Racor 400 Series} with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine
WHEELS, TIRES - FRONT	
27DYH	WHEELS, FRONT {Accuride 50300} DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
7792545437	(2) TIRE, FRONT 315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position
WHEELS, TIRES - REAR	
28DYH	WHEELS, REAR {Accuride 50300} DUAL DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
7792545437	(4) TIRE, REAR 315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position
BODY INTEGRATION	
60AKG	BDY INTG, PTO ACCOMMODATION for (3) Latched Rocker Switches, (1) PTO Switch, (2) Generic Switches to Control (3) 30 amp relays, with Programmable Interlocks, for Body Builder Hook up in the Engine Compartment Left Side, Recommended for Automatic Transmissions

Services Section:

<u>Code</u>	<u>Description</u>
WARRANTY	
40128	WARRANTY Standard for HV507/HV509, HV50B, HV607/HV609 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A
40RBG	SERVICES, TOWING {International} Service Call to 24-Month/Unlimited Mileage to the Nearest Navistar Dealer for Navistar Warrantable Failure as Contract Defined; Includes Engine Failure if Supplier Declines Tow Coverage & ESC Supplied thru Navistar; \$550 (USA) Maximum Benefit per Incident
40YAP	SRV CONTRACT, EXT VEH COVERAGE {International} To 60-Month/100,000 Miles (160,000 km), Excludes Extended Warranty for Engine and Transmission
40YZL	SRV CONT, EXT CUMMINS ENG/AFTR {Cummins} To 60-Month/100,000 Miles (160,000 km), Extended Cummins L9 Engine Coverage, Protection Plan 1 and Aftertreatment, (Truck Application Only)
40TWA	SRV CONTRACT, EXT ALLISON XMSN {Allison} To 60-Month/Unlimited Miles/km, for Allison 3500 RDS with Dump Truck or Mixer Vocations (ST01, ST06, ST07)
1	Ox Body 10 foot Dump Body (10 gauge sides w/ 3/16 floor) 42" Side Height w/ 8" wood boards 50" Tailgate (air operated) 8" Asphalt Apron Electric Tarp System Electric Brake Controller 4 Corner LED Strobe Lights State Of Alabama Master Agreement #: MA230000004247

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Net Sales Price:		\$152,490.16

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

This proposal is not binding upon the seller without
Seller's Authorized Signature

Official Title and Date

If you haven't added a planned maintenance service contract to your proposal yet, please get in touch with your local dealer, International or IC Bus Sales Representative to learn more about the benefits when ordering together with the vehicle.

International® Financial offers loans, a full line up of lease options, and can establish a line of credit for use towards the purchase of International and IC Bus vehicles. Ask your dealer, International® or IC Bus® Sales Representative about completing an International Financial credit application and any promotional offers that may be available. International Financial services are provided by Navistar Financial Corporation.

The TOPS FET Calculation is an estimate for reference purposes only. The seller is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described here in are International Motors, LLC* standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

International Motors, LLC d/b/a International Motors USA LLC in Illinois and Ohio.



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

AGENDA ITEM NO. 9.c.14.

MEETING DATE: March 23, 2026

**SUBJECT: Purchase Requisition, Bobcat Skid Steer Loader, Bobcat of Tuscaloosa,
\$56,798.37**

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 Bobcat of Tuscaloosa, in the amount of \$56,798.37, is for a S76 T4 Bobcat Skid Steer Loader for the Utilities Department. The price was determined by Sourcewell Contract #020223-CEC. This is part of the FY2026 Capital Budget that was approved by Council on March 2, 2026.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 50-39-600-80000 Amount: \$56,798.37

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$56,798.37 to Bobcat of Tuscaloosa.



Quotation Number: **DE1692412**
 Quote Sent Date: **Mar 10, 2026**
 Expiration Date: **Apr 09, 2026**
 Prepared By: **Drew Ellis**
 Phone: +17064648159
 Email: drew.ellis@bobcattuscaloosa.com

Customer
CITY OF NORTHPORT
 3500 MCFARLAND BLVD
 NORTHPORT, AL, 35476-3181
 Phone: +16592390408

Contact
BRAD HAMNER
 Phone: +16592390408
 Email: bhamner@northportal.gov

Dealer
Bobcat of Tuscaloosa, Tuscaloosa, AL
 3528 SKYLAND BLVD E
 TUSCALOOSA, AL, 35405

Item Name	Item Number	Quantity	Price Each	Total
S76 T4 Bobcat Skid Steer Loader	M0369	1	47,356.94	47,356.94
Standard Equipment:				
74.0 HP Tier 4 V2 Bobcat Engine			Horn	
Auxiliary Hydraulics: Variable Flow			Lift Arm Support	
Backup Alarm			Lift Path: Vertical	
Bob-Tach			Lights, Front and Rear LED	
Bobcat Interlock Control System (BICS)			Operator Cab	
Controls: Hand and Foot (Manual)			Includes: Adjustable Vinyl Suspension Seat, Top and Rear	
Cylinder Cushioning - Lift, Tilt			Windows, Parking Brake, Seat Bar and Seat Belt	
Engine/Hydraulic Performance De-rate Protection			Roll Over Protective Structure (ROPS) meets SAE-J1040 and	
Glow Plugs (Automatically Activated)			ISO 3471	
			Falling Object Protective Structure (FOPS) meets SAE-J1043	
			and ISO 3449, Level I; (Level II is available through Bobcat	
			Parts)	
			Parking Brake: Wedge Brake System	
			Tires: 12-16.5, 12PR, Bobcat Heavy Duty	
			Two Speed Travel	
			Telematics - Machine IQ 2-year Basics	
			Warranty: 2 years, or 2000 hours whichever occurs first	
Cab Plus Package	M0369-P11-C16	1	5,032.37	5,032.37
<i>Included:</i> Cab Plus Package Includes:				
Enclosed HVAC Cab, Adjustable Vinyl				
Suspension Seat, Power Bob-Tach,				
Instrumentation: 4.3-inch Display with				
Keyless Start, Engine Temperature & Fuel				
Gauges, Hour meter, RPM, and Warning				
Indicators Includes maintenance interval				
notification, QR code faults readout and				
security lockouts, Standard LED Lights ,				
Two-Speed Travel, 7-Pin Attachment				
Control, ,				
Selectable Joystick Controls	M0369-R01-C04	1	627.12	627.12
Severe Duty Tires	M0369-R09-C04	1	371.18	371.18
74" Heavy Duty Bucket	7272680	1	1,482.76	1,482.76
Total for S76 T4 Bobcat Skid Steer Loader				54,870.37
Quote Subtotal				54,870.37
Dealer PDI				200.00
Freight Charges				1,600.00

Destination Charges	128.00
Sales Total before Taxes	56,798.37
Taxes	0.00
Quote Total - USD	56,798.37

Customer Acceptance:

Quotation Number: DE1692412

Purchase Order: _____

Authorized Signature:

Print: _____ Sign: _____

Date: _____ Email: _____ Tax Exempt: Y ☐ / N ☐



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

AGENDA ITEM NO. 9.c.15.

MEETING DATE: March 23, 2026

SUBJECT: Purchase Requisition, Conference Room Chairs, \$6,749.60

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 One Source is for 12 new chairs for the PD Conference Room.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-33-000-50107 Amount: \$4000.00

GL Code No. 01-33-000-50105 Amount: \$2,749.60

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$6,749.60 to One Source.



**Extra High Back Dart in Turner Navy with
Aluminum Arms and Chrome Base**

List Price Each: \$1,175.00

State of Alabama Discount: \$564.00

Your Installed Price: \$611.00

Total Required: 2

Your Total for Two: \$1,222.00

ONE SOURCE
Business Interiors



High Back Dart in Turner Navy with
Aluminum Arms and Chrome Base

List Price Each: \$1,063.00

State of Alabama Discount: \$510.24

Your Installed Price: \$552.76

Quantity Required- 10

Total for 10: \$5,527.60

ONE SOURCE
Business Interiors

Summary

Ten Each High Back Chairs:	\$5,527.60
Two Each Extra High Back Chairs:	<u>\$1,222.00</u>
Total:	\$6,749.60

Make PO to:
Allseating
5800 Avebury Road, Unit 3
Mississauga, ON L5R 3M3

Reference State of Alabama State Contract:
MA220000002766

List One Source as Installing Dealer

Ship to:
One Source
3101 12th Street
Northport, AL 35476

Please submit PO to One Source and we will
send to Allseating on your behalf



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

AGENDA ITEM NO. 9.c.16.

MEETING DATE: March 23, 2026

SUBJECT: Purchase Requisition, one Alweld 1856 Invader Boat, 40 HP Tiller Motor, and Loadmaster Trailer, \$14,696.00

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: Cody Kornegay

Approved By: Chief Bart Marshall

Summary:

This is a Purchase Order Request for the purchasing of: one Alweld 1856 Boat, one Tohatsu 40HP Tiller Handle Motor, and one Loadmaster Trailer. This is a capital-budgeted item and will be purchased for \$14,696.00.

Recommendation:

Approve this Purchase Order Request for the purchasing of one Alweld 1856 Boat, one Tohatsu 40HP Tiller Handle Motor, and one Loadmaster Trailer for a total of \$14,696.00.

Funding Source/GL Code:

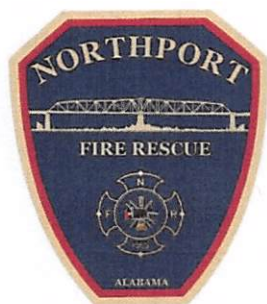
GL Code No. 01-35-600-8000 Amount: \$14,696.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$14,696.00.

Cody Kornegay

From: Nicholas Grandolfo
Sent: Friday, March 13, 2026 10:30 AM
To: Cody Kornegay
Subject: also need this added to agenda



Nick Grandolfo
Captain

📞 205-469-4264 & 205-333-3020
✉ ngrandolfo@northportal.gov
📍 5500 Highway 69 N
Northport, AL 35473
🌐 northportal.gov

From: Jon Lizana <jon@adventuregulfslores.com>
Sent: Friday, March 6, 2026 10:54 AM
To: Nicholas Grandolfo <ngrandolfo@northportal.gov>
Subject: Alweld Bid

Paradise Marine Center
Gulf Shores, Alabama
Phone: (251) 968-2628

Date: March 6, 2026

To:
Northport Fire Department

Subject: Bid Proposal – Alweld 1856 Invader Package

Dear Sir or Madam,
Paradise Marine Center is pleased to submit the following bid proposal for the Northport Fire Department.

Boat:
Alweld 1856 Invader
HIN: AWLC6011A323

Motor:
Tohatsu 40HP Tiller Handle
Serial Number: 032111BE

Trailer:

Loadmaster Trailer

VIN: 1ZETAFKD7NA008060

This package includes the Alweld 1856 Invader aluminum boat, powered by a Tohatsu 40HP tiller handle outboard motor and mounted on a Loadmaster trailer.

Total Bid Price: \$14,696.00

This price reflects the complete package as listed above. Paradise Marine Center appreciates the opportunity to provide this bid to the Northport Fire Department and looks forward to the possibility of working with your department.

If you have any questions or require additional documentation, please feel free to contact us.

Sincerely,

JON LIZANA

Sales Manager

6940A Highway 59

Gulf Shores, AL 36542

(251) 968-2628

www.paradisemarine.com





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

AGENDA ITEM NO. 9.c.17.

MEETING DATE: March 23, 2026

SUBJECT: Purchase Requisition, two Task Force Tip Deck Guns with Detachable Bases, \$13,990.00

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: Cody Kornegay

Approved By: Chief Bart Marshall

Summary:

This is a Purchase Order Request for the purchasing of two Task Force Tip Deck Guns with Detachable Bases (one for EN1, one for EN4). This is a capital-budgeted item with a total cost of \$13,990.00.

Recommendation:

Approve this Purchase Order Request for the purchasing of two Task Force Tip Deck Guns with Detachable Bases, \$13,990.00.

Funding Source/GL Code:

GL Code No. 01-35-600-8000 Amount: \$13,990.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$13,990.00.

**CENTRAL ALABAMA TRAINING
SOLUTIONS**

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



Estimate

ADDRESS

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

SHIP TO

Northport Fire Department
5500 HWY 69 N
Northport, AL 35473

ESTIMATE

4981

DATE

02/04/2026

ITEM	SKU	DESCRIPTION	QTY	RATE	AMOUNT
PROTEC MISC		deck gun with detachable base	2	5,495.00	10,990.00 OT
TFT MISC		deck gun with detachable base	2	6,995.00	13,990.00 OT
SUBTOTAL					24,980.00
TAX					0.00
TOTAL					\$24,980.00

Accepted By

Accepted Date

Remit To
CATS
5100 CuVer Rd
Tuscaloosa, AL 35401

If you wish to make future payments by ACH, please contact us at 205-341-2267.
Credit card payments are accepted with a 3.5% surcharge.
Page 1 of 1



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

AGENDA ITEM NO. 9.c.18.

MEETING DATE: March 23, 2026

SUBJECT: Purchase Requisition, Fire Station #3 Foundation Repairs; AFS Foundation & Waterproofing Specialist, \$18,613.32

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: C.C. Thompson

**Approved By: Brooke Starnes, Chief Bart
Marshall**

Summary:

The foundation of Fire Station #3 has been settling and shifting for over ten years. More recently, issues such as cracking sheet rock and stretching expansion joint caulking indicate that parts of the building may be separating. This type of movement can lead to roof leaks, cracks in the ceilings and walls, and even the bending or breaking of the building's wooden frame.

The Public Works Department, along with the Fire Department, is respectfully requesting your approval to pay AFS Foundation & Waterproofing Specialist \$18,613.32 to provide labor and materials to stabilize the foundation and fortify the building frame at Fire Station #3. This expense has been designated as a Capital Funds budget item.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-35-600-80000 Amount: \$18,613.32

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$18,613.32 to AFS Foundation & Waterproofing Specialist.

**Birmingham**130 Interstate Commerce Court Bldg. 100 & 200
Alabaster, AL 35007**Phone:** (205) 286-5520

Licensed Contractor	Date
55587	3/3/2026
Customer and Account Number	Phone (Work or Home)
City of Northport & Daniel Skinner	(659)215-2711
Project Location	E-mail
1101 Martin Luther King Junior Boulevard Northport, AL 35476	dskinner@northportal.gov

PROPOSED PRODUCTS	QTY
Engineering A	1.0
SettleStop Helical Pier	9.0
Concrete Remove & Replace	2.0
Utilities Protection	1.0
SettleStop PolyRenewal	288.0
Subtotal	\$21,643.40
Discount	\$3,030.08
Contract Price	\$18,613.32

This Contract, along with the Terms and Conditions, the Warranties, the Notice of Cancellation, and the Payment Terms form the contract (the "Contract") between the Customer and AFS Newco, LLC (the "Contractor").

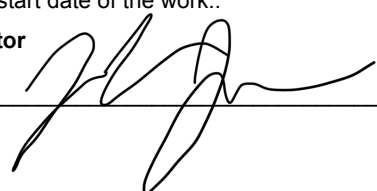
X_____ Customer is responsible for removing all personal items from the work area.	X <u>NA</u> A full perimeter drainage system with sump pump was recommended.
X_____ Customer assumes responsibility for damages to hidden or unmarked utility lines.	X_____ Customer is aware of warranty and all addenda.
X_____ Stabilization is warranted. Contractor can attempt to lift at Customer's request.	X_____ Customer is responsible for providing all necessary electrical outlets.

Acceptance of Contract - The above prices, specifications, conditions, and separate warranty are satisfactory and hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above or in accordance with the attached addendum. Subject to the Terms and Conditions, Contractor shall endeavor to start work within one hundred fifty (150) days of the date of the Contract and shall endeavor to complete the work within an estimated one hundred twenty (120) days of the start date of the work..

Customer

X_____

X_____

Date 3/3/2026**Contractor**X_____ 

Date 3/3/2026

Product Specifications

- Remove and replace concrete in the work area. New concrete will not match existing concrete. Concrete will be left with a broom finish.
- Utilities protection will cover repairs to private utilities damaged during installation (cable, sprinklers, private water lines, private electric lines etc). Repairs limited to damaged area and do not include full line replacement.
- Engineering package includes all administration duties, engineering documentation and fees associated with project.
- Install Foundation Helical Pier(s) to stabilize and protect foundation from further vertical settlement. Customer understands contractor guarantees permanent stabilization of the treated area, however contractor does not guarantee lift, exact levelness, or crack closure due to unforeseen environmental or structural factors that may prevent it. Contractor can attempt Lift at the customers request. Lift is not guaranteed, but stabilization is. Final locations subject to change or adjustment depending on job site conditions. Final location of the piers subject to change. Helical Piers come with a LIFETIME TRANSFERRABLE WARRANTY. See warranty section for full details. Any obstructions or vegetation are the responsibility of the customer unless otherwise specified in this contract. Contractor will take care to remove the vegetation but is not responsible for the life of the vegetation in the work area. Customer understands that if additional soil and/or seed is required, this will be the responsibility of the Customer.
- PolyRenewal is a two-part urethane polymer that expands into rigid, structural foam to fill voids, stabilize, and sometimes lift concrete. Small 3/8" holes are drilled in strategic locations in the slab. PolyRenewal is injected beneath the slab to fill voids and attempt lift. Holes are grouted and sealed but may not match the color of the existing flooring or concrete. Customer is aware that the concrete can crack during the lifting process. Contractor will repair cracks that are caused by the lift but will not replace any concrete. The concrete can sometimes be ground down to reduce tripping hazards. Customer is aware that the concrete may not be perfectly level. Contractor guarantees stabilization. Sealing all joints and preexisting cracks are recommended and can be added for an additional charge.
- Utilities protection will cover repairs to private utilities damaged during installation (cable, sprinklers, private water lines, private electric lines etc). Repairs limited to damaged area and do not include full line replacement.

Terms and Conditions

1. **Services.** AFS Newco, LLC d/b/a AFS Foundation & Waterproofing Specialist, license no.55587, is licensed by the Alabama Licensing Board for General Contractors for foundation repair. This Contract for the services requested by Customer (the "Work") is based primarily upon Customer's description of the project and/or the related problem(s) and is intended to remediate those problem(s). Contractor assumes existing construction generally complies with the relevant building codes. Any drawing(s) attached to the Contract are intended solely for illustration purposes, are not to scale, and do not create any additional representation, warranty, or commitment on the part of Contractor in connection with the Work. Contractor is not responsible for products, services, or conditions not expressly reflected herein, not expressly included in the Contract, and not purchased and paid for by Customer. Start dates and completion deadlines for the Work are approximate and may be affected by events beyond Contractor's control, such as weather, permitting issues, access to the property, etc. Any delay caused by events beyond the control of Contractor shall not constitute abandonment and shall not be included in calculating timeframes for payment and performance. Contractor reserves the right to amend the scope of the Work in order to best address the project and/or problems. Any changes to the scope of Work which change the cost, materials, work to be performed, or estimated completion date must be made in writing, signed by both parties, and paid for before the Work can be performed. Any deviation from the scope of Work set forth in the Contract that results in additional costs, including but not limited to unforeseen site conditions, unusual building construction, changes needed after Contractor's engineering/ management review of the signed Contract, and/or special requirements from the county/city/agency, will become an extra charge over and above the contract amount set forth in the Contract. If Customer and Contractor cannot agree on the amount of such additional costs and sign an amendment to the Contract, then Contractor has the option, at its sole discretion, of not proceeding with the Work and canceling the Contract for its convenience. Contractor reserves the right to substitute a product with an equivalent or superior product. The Work will be completed in a workmanlike manner according to the standard practices of the industry, and Contractor will comply with local permitting, inspection, and zoning requirements.
2. **Acceptance of Contract.** By signing the Contract, Customer acknowledges that he/she understands and accepts all terms, the Terms and Conditions and the Warranties, and desires to enter into a contract with Contractor for the completion of the Work. Customer's signature authorizes Contractor to perform the Work as specified in the Contract. The Contract may be withdrawn by Contractor if it is not accepted within thirty (30) days from the date of delivery.
3. **Compensation.** Customer agrees to pay Contractor compensation as set forth in the Contract. Payment must be made in full upon completion of the Work. Failure by Customer to make payments when due shall constitute a breach of the Contract. A service fee of \$25 will be charged for each returned check, and interest at a rate of 8% per year shall be applied to any amounts owed by Customer to Contractor if Customer fails to pay the amounts owed for the Work as agreed.
4. **Insurance.** Contractor represents and warrants that it maintains insurance as set forth in the Contractor's Certificate of Liability Insurance, which can be made available upon request.
5. **Dispute Resolution.**

Dispute Resolution. Contractor and Customer agree that the Contract evidences a transaction involving or affecting interstate commerce and that their agreement to arbitrate, including whether an agreement to arbitrate exists or whether the controversy is subject to an agreement to arbitrate, shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. § 1, et seq. Any claim, dispute, or other matter in controversy arising out of or related to this Contract or breach thereof and/or related to the Work shall be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules and the FAA in the place where the project is located, unless another location is mutually agreed upon, and judgment on the award rendered by the single arbitrator appointed to decide such proceeding may be entered in accordance with applicable law in any court having jurisdiction thereof. The fee schedule is listed on the AAA website at <http://info.adr.org/constructionfeeschedule/>. For any other issues, the Contract shall be governed by the law of the place where the project is located, excluding that jurisdiction's choice of law rules.

If Customer elects to initiate arbitration, the arbitrator has the discretion and authority to award such remedies as may be available under applicable law.

If payment in full is not made when due, Contractor may recover from Customer all expenses of collection, including attorneys' fees (capped at 15% of unpaid debt if Contract is financed and does not exceed \$10,000), court costs, court reporter fees, and expert witness fees, in such amount as the court or arbitrator may adjudge reasonable if Contractor prevails on such payment claim. Except as stated in the preceding sentence, each party shall be responsible for its own attorneys' fees for the arbitration. Contractor is also entitled to recover interest on the unpaid amount from the date due until paid at the rate of 8% per year. EACH PARTY TO THIS CONTRACT FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, WAIVES ALL RIGHTS TO TRIAL BY JURY FOR ANY CLAIM, DISPUTE, OR OTHER MATTER IN CONTROVERSY ARISING OUT OF OR RELATED TO THIS CONTRACT.
6. **Customer's Responsibility.**
 - a. **Cosmetic Repairs.** Unless specifically noted in the Contract, Contractor is not responsible for any cosmetic repairs. Rather, Customer is responsible for any finished carpentry, painting, repointing, electrical work, extending discharge lines, replacement of floor tiles, carpeting, paneling, etc. that may be necessary after Contractor has completed the Work, unless such repairs are specifically identified in the Contract. When trenching or excavation is required, Contractor will backfill and compact soil to the best of its ability; however, Customer may need to add more topsoil at a later date if the excavated area settles. Customer is also responsible for any landscaping, reseeding, and resodding that may be necessary after Contractor has completed the Work.
 - b. **Utilities.** Contractor will call the appropriate utility protection service or damage prevention authority (i.e., 811 or "Miss Utility") to have all public underground utilities located. If Customer lives at a rural address, public lines will only be located to the pole or Customer's property line. Customer is responsible for marking any private lines such as satellite dish cables, propane lines, low voltage lighting wires, sprinkler system lines, security system wires, services to outbuildings and swimming pools, etc. Customer assumes all responsibility for damage caused to hidden, buried, or unmarked fuel/utility/service/private lines. Unless otherwise noted, electrical work is not included in this Contract and problems with electrical connections are the responsibility of Customer.
 - c. **Water Seepage.** Customer agrees to maintain positive drainage away from any wall(s) repaired by wall anchors, foundation piers, and/or carbon fiber strips/reinforcers. In the event of a wall anchor installation, a water management system is recommended to reduce hydrostatic pressure (which increases at greater depths) on the wall(s) and reduce the chance of water seepage into the basement. Water seepage into any area of the basement is NOT covered by the attached Warranties.
 - d. **Access and Personal Property.** Customer shall provide access to the areas where the Work is to be performed and shall furnish utilities of electric and water at no cost to Contractor. Customer shall prepare such areas so that Contractor can begin work, including moving all items at least 10 feet away from areas where Work is to be performed and adequately sealing off living space from work areas. Customer shall remove or protect personal property, inside and outside of the residence, including but not limited to carpets, rugs, shrubs and plants, and Contractor shall not be responsible for said items. In the event that the removals have not been completed by the scheduled start date for Work, Customer shall be assessed a trip fee of \$250. Contractor may offer, but is not required, to assist (i) in the preparation of the Work areas and/or (ii) in the removal and replacement of drywall, paneling, flooring, finish carpentry, wall coverings, or landscaping at a rate of \$40 per man hour.

- e. **Representations.** Customer warrants that except as described in the request for service, all electrical, plumbing, HVAC, restoration, and handyman services located on the property are in good repair and condition and agrees to indemnify Contractor for any defective conditions that exist prior to or that occur after performance of the Work through no fault of Contractor. Customer is responsible for protecting the components that Contractor provides from future damage and shall follow all instructions provided in maintaining and protecting such components.
7. **On-Site Meetings.** Customer shall meet with Contractor on-site before the Work begins and shall meet with Contractor on-site when the Work is completed and ready for inspection such that Contractor can explain the Work and finalize payment by Customer. Customer shall be responsible for being present on-site during any attempts to lift any part of the structure and/or concrete pavement.
8. **Notice and Contractor's Right to Cure.** Customer shall promptly report, in writing, any problems with the Work to Contractor. If the problem with the Work is attributable to Contractor, Contractor will begin to repair/correct the problem within fourteen (14) days of receipt of written notice and shall complete the repair/correction in a reasonable time.
9. **Assignment.** This Contract will be binding upon the parties hereto and their respective successors and assigns. This Contract is not assignable without the written consent of both parties.
10. **Miscellaneous.** This Contract constitutes the entire agreement of the parties. All prior agreements, whether written or oral, are merged herein and shall be of no force or effect. This Contract shall not be modified except in writing signed by both parties. The waiver by any party of a breach or the failure to enforce any provision of this Contract shall not operate as a continued waiver or agreement or be construed as any other waiver or agreement. The validity, performance, and construction of this Contract shall be governed and interpreted in accordance with the law of the place where the project is located. If any term, condition, or provision of this Contract is found unenforceable by a court of law or equity, this Contract shall be construed as though that term, condition, or provision did not exist, and its unenforceability shall have no effect whatsoever on the rest of this Contract.
11. **Signatures.** This Contract may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument. This Contract may be executed by facsimile or electronic signature pages which shall have the same force and effect as original executed signature pages. The person signing below for Customer represents that he/she has authority to act on behalf of the owner(s) of the property described in the Contract.
12. **Limitation of Liability.** IN NO EVENT SHALL CONTRACTOR BE RESPONSIBLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE OF THE SUBJECT PROPERTY, DAMAGE TO ANY PROPERTY NOT FURNISHED BY CONTRACTOR, ATTORNEYS' FEES, EXPERT FEES AND/OR COSTS. **THE TOTAL LIABILITY OF CONTRACTOR UNDER ANY CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS CONTRACT AND/OR THE WORK SHALL NOT EXCEED THE TOTAL COMPENSATION PAID BY CUSTOMER TO CONTRACTOR PURSUANT TO THIS CONTRACT.**

IN WITNESS WHEREOF, Customer and Contractor have caused their duly authorized representatives to execute this Contract as of the date first written above.

Customer

Name:

X _____

By: City of Northport & Daniel Skinner

Contractor AFS Newco, LLC

Name:

X _____

By: Josh Jones

Warranties

These Warranties are in effect only after the Work is completed and Customer has paid in full. If payment is not received, these Warranties are null and void. These Warranties are made in lieu of all other warranties, express or implied, and of all other obligations on the part of Contractor to Customer. There are no other oral or written warranties. There are no warranties which extend beyond the descriptions that appear below, including no warranties of express or implied merchantability and no warranties of express or implied fitness for a particular purpose. These Warranties are transferable to future owners of the structure on which the Work is completed. Contractor shall charge a fee of \$240 to complete a system inspection and new owner orientation. All warranty claims must be brought prior to the expiration of the applicable warranty period in order to be valid. Contractor does not warrant products not mentioned herein. Some products may be covered by a separate manufacturer's warranty, and Customer is responsible for compliance with any notice and claim procedure included in such warranties.

1. Definitions. The term "stabilize," as used in these Warranties, shall mean to make unlikely to give way or fail. The term "horizontal movement", as used in these Warranties shall mean bowing. The term "vertical movement," as used in these Warranties shall mean settlement.
2. Wall Support Systems. Contractor hereby warrants that wall support systems, including wall anchors, carbon fiber strips, and steel I-beam systems, will stop further inward horizontal movement of the wall(s) in the areas where they are installed for the lifetime of the structure from the date of installation. Wall support systems are warranted only to stabilize repaired walls(s), not straighten. Walls that do not have wall support systems installed by Contractor entirely from corner to corner are not warranted. Contractor recommends annual maintenance for wall support systems. The cost of maintenance is not included in this contract, but maintenance is available from Contractor at an additional charge. For carbon fiber strips, contractor does not warrant against: (1) any tipping or leaning at the top of the wall(s) repaired; (2) shearing or sliding at the bottom of the wall(s) repaired. In the rare instance that the repaired wall(s) experience leaning or shearing, steel brackets or other methods can be installed by Contractor at an additional charge.
3. Foundation Push Piers and Foundation Helical Piers. Contractor warrants that the foundation push piers and foundation helical piers will stabilize the affected area(s) against further vertical movement for the lifetime of the structure from the date of installation. Contractor DOES NOT WARRANT TO LIFT ANY STRUCTURE, to close cracks, to render doors and windows operational, or to move walls back to their original position, but will do its best to achieve positive results in this regard, if lift is requested by Customer. Contractor is not responsible for any damages caused by a lifting operation on Customer's foundation. Foundation push piers and foundation helical piers are sold and installed without the benefit of detailed knowledge of the existing foundation construction or subsurface conditions at the site. Contractor reserves the right to conduct a more thorough subsurface investigation, if necessary. Such an investigation may result in additional charges and delays.
4. Steel Columns/Adjustable Screw Jacks/IntelliJack Supports/SettleStop Floor Supports. Contractor warrants that the support system will stabilize the affected area(s) against further vertical movement for a period of two (2) years from the date of installation. This two (2) years warranty against further vertical movement is separate and apart from the manufacturer's warranty of the lifetime of the structure on the product(s). Contractor DOES NOT WARRANT TO LIFT ANY STRUCTURE, to close cracks, to render doors and windows operational, or to move walls back to their original position, but will do its best to achieve positive results in this regard, if lift is requested by Customer. Contractor is not responsible for any damages caused by a lifting operation on Customer's framing. The condition of wood located in crawl spaces can be highly variable and can rapidly deteriorate or move as a result of changes in environmental conditions and/or changes in the building envelope conditions. Contractor is not responsible for wood repair (i.e., joist sistering, beam replacement, sill plate repair, cracking/movement in hardwood flooring or tiles) incidental to changes in environmental conditions and/or changes in the building envelope conditions, unless specifically noted in this Contract. Contractor warrants carpentry work for a period of one (1) year. Steel columns/adjustable screw jacks are sold and installed without the benefit of detailed knowledge of the existing foundation construction or subsurface conditions at the site. Contractor reserves the right to conduct a more thorough subsurface investigation, if necessary. Such an investigation may result in additional charges and delays.
5. Slab Piers. Contractor warrants that the slab piers will stabilize the affected area(s) against further vertical movement for a period of the lifetime of the structure from the date of installation. Contractor DOES NOT WARRANT TO LIFT the slab back to its original position.
6. Water Management. Contractor warrants that if water from the walls or floor wall joint passes through the perimeter of the water management system and into the basement floor, Contractor will provide the additional labor and materials to fix the leak at no additional charge to the Customer. This warranty applies to water management systems along the specific areas where the system is installed. This warranty will be in effect for the lifetime of the structure and may be transferred to future homeowners provided Contractor is notified within thirty (30) days of the real estate transfer. Annual maintenance is strongly recommended for all water management systems, but is not required for the warranty to be in effect. The water management system shall not rust, rot, or corrode for the life of the structure. If the entire perimeter of the basement was not treated, then additional work at an additional charge may be necessary to extend the system or treat other areas or other problems not addressed by this Work. In addition, a pump or power failure is possible; therefore, this warranty is not a guarantee of a dry basement. This warranty shall not apply to condensation, or any system that has been altered in any way, water vapor transmission, concrete discoloration from capillary action, water squirting out of the walls over the system, window well flooding, plumbing leaks, surface water flooding, leaks from chimneys or garages, wall dampness, or efflorescence (white powder) on concrete, masonry or bricks. Contractor is not responsible for frozen discharge lines or water once it is pumped from the structure. Installation of a water management system does not include extending discharge lines more than five (5) feet from the foundation or electrical work, unless specified. Floor cracks are warranted against leakage only with full perimeter water management systems. Primary AC operated sump pumps and DC back-up pumps may be covered under a separate manufacturer's warranty. Systems that drain to daylight cannot be warranted by Contractor if such system does not drain enough water, does not drain water from under the floor, clogs, or freezes. While drainage systems clogging or malfunctioning from iron ochre, iron get, or iron bacteria from the soil are rare, Contractor cannot be responsible for these situations, or for a system that requires cleaning, flushing, or other service as necessary to keep it functioning.
7. Crawl Space Encapsulation. A crawl space encapsulation system will isolate the home from the earth. The humidity level in the air will be lowered, reducing moisture; however, the encapsulation system does not claim to be a mold mitigation system and a dehumidification/air purification system is highly recommended to further reduce mold growth. CrawlSeal has a transferable the lifetime of the structure warranty—there will be no charge for service calls on any tears or holes in the CrawlSeal liner (not caused by abuse or misuse), in the unlikely event this occurs. Wet crawl spaces require a drainage system and a sump pump system to remedy any problems with water below the liner. There will be no charge for Contractor to repair tears or holes in the crawl space encapsulation liner, unless Contractor determines that the tear/hole was caused by abuse or misuse. Sump pumps and crawl space encapsulation systems may be covered under a separate manufacturer's warranty. Installation of a crawl space encapsulation system does not include extending discharge lines more than five (5) feet from the foundation or electrical work, unless specified. Contractor is not responsible for frozen discharge lines, water once it is pumped from the structure, or condensation. The condition of wood located in crawl spaces can be highly variable and can rapidly deteriorate or move as a result of changes in environmental conditions and/or changes in the building envelope conditions. Contractor is not responsible for the repair of pre-existing wood damage unless specifically noted in this Contract.
8. PolyRenewal and Expanding Polyurethane Structural Foam. Contractor guarantees stabilization of the areas serviced. The customer is aware that the work under contract will fill existing voids but may not lift or level the affected area. Contractor recommends sealing all cracks and joints, and Contractor can do so for an additional charge at Customer's request. Contractor warrants that the area where the slab of concrete was stabilized will not settle more than ¼ inch for a period of one (1) year from the date of installation. To the extent that the Customer maintains and fully pays for an Annual Service Agreement, this one (1) year warranty will continue annually and in a commensurate manner. In the event that the Contractor determines such movement exists, then Contractor will provide the labor and materials to re-inject the area at no additional charge to Customer. All

warranties are void if Customer does not maintain grade around slabs and seal joints between slabs. This Warranty does not include patching or caulking between slabs, surface wear and delamination, chemical stains, failure to maintain proper drainage, failures to the installed area that are the result of pre-existing and intrinsic structural deficiencies existing before Contractor commenced work under this Contract, and all other conditions to the installed area that are the result of causes and influences outside the control of the Contractor.

9. Exclusions. THIS WARRANTY DOES NOT COVER, AND CONTRACTOR SPECIFICALLY DISCLAIMS LIABILITY FOR: (a) any product or system that is altered in any way; (b) exterior waterproofing; (c) system damage caused by Customer's negligence, misuse, abuse, or alteration; (d) damage, issues, and conditions incidental to installation, including dust and dirt; (e) changes to wood framing system; (f) damage to personal property of any type; (g) unmarked utility line breakage; (h) private utilities and lines (e.g., sprinkler, plumbing, discharge lines, etc.); (i) damage caused by unforeseen conditions such as mold, asbestos, or lead based paint; (j) removal and/or disposal of any hazardous materials; (k) failure or delay in performance or damage caused by acts of God (flood, fire, storm, earthquake, methane gas, etc.), acts of civil or military authority, or any other cause outside of Contractor's control; (l) damage beyond Contractor's control caused by dry rot, corrosion, termite infestation, and substandard construction; (m) damage done during a lifting operation; (n) basement water seepage, unless a full perimeter drainage system has been installed; (o) heave or any damage caused by it; and (p) damage caused by lateral movements and forces of hillside creep, land sliding or slumping of fill soils of deep embankments. EXCEPT AS EXPRESSLY SET FORTH, ALL SERVICES, MATERIALS, PARTS AND COMPONENTS PROVIDED BY CONTRACTOR ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND CONTRACTOR EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

NOTICE OF CANCELLATION

Date of Transaction: _____

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the Contract or sale, and any negotiable instrument executed by you will be returned within 10 BUSINESS DAYS following receipt by Contractor of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to Contractor at your residence, in substantially as good condition as when received, any goods delivered to you under this Contract or sale; or you may, if you wish, comply with the instructions of Contractor regarding the return shipment of the goods at Contractor's expense and risk.

If you do make the goods available to Contractor and Contractor does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to Contractor, or if you agree to return the goods to Contractor and fail to do so, then you remain liable for performance of all obligations under the Contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to:

AFS Newco, LLC at 130 Interstate Commerce Court Bldg. 100 & 200, Alabaster, AL 35007

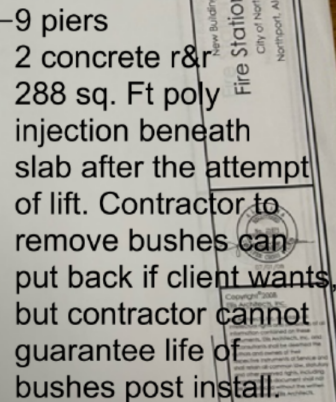
NOT LATER THAN MIDNIGHT OF _____.

I HEREBY CANCEL THIS TRANSACTION.

(Date) _____

(Customer's signature) _____

If after three business days the transaction has not been canceled, then the deposit will be non-refundable.



PAYMENT TERMS

We propose hereby to complete the services indicated in this Contract for the sum of:

Contract Amount	\$18,613.32
Deposit	\$5,584.00
Due Upon Completion	\$13,029.32

Is the project financed? YES _____ NO _____ (Financing must be set up at the time of the signed contract.)

Approval/Account # _____

X _____ (initial) - Customer must be present on final day of install and final walk-through is to be performed with the job foreman.

X _____ (initial) - Balance to be paid in full to foreman on last day of install. (Unless financed)

BUYER'S RIGHT TO CANCEL.

If this Contract was solicited at Customer's residence, and Customer does not want the goods or services, Customer may cancel the Contract by delivering or mailing a notice to Contractor.

The notice of cancellation must say that Customer is cancelling the Contract and must be delivered or mailed before midnight of the third business day after Customer signed the Contract.

The notice must be mailed or delivered to: AFS Newco, LLC at 130 Interstate Commerce Court Bldg. 100 & 200, Alabaster, AL 35007.

If Customer cancels a home solicitation sale during the cancellation period listed in this paragraph of the Contract, Contractor must return any payments made by Customer. If Customer does not cancel the transaction during the cancellation period listed in this paragraph of the Contract, the deposit will be non-refundable. See the attached Notice of Cancellation form for further explanation of this cancellation right.

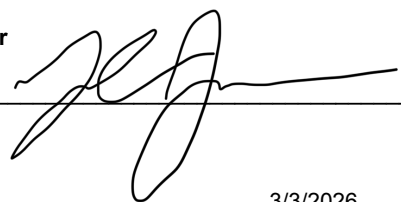
Customer

X _____

X _____

Date _____ 3/3/2026

Contractor

X _____ 

Date _____ 3/3/2026



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

AGENDA ITEM NO. 9.c.19.

MEETING DATE: March 23, 2026

SUBJECT: Purchase Requisition, Replacement of Heating Equipment at the Community Center; Southern Heating & Cooling, LLC, \$35,274.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: C.C. Thompson

Approved By: Brooke Starnes

Summary:

The Public Works Department is respectfully requesting your approval to pay Southern Heating & Cooling \$35,274.00 for new heating equipment and the labor and materials to install a new heating system at the Northport Community Center. This expense has been designated as a Capital Funds budget item.

The Northport Community Center's heating equipment is over twenty years old and has reached the end of its expected service life. Some parts are considered obsolete and are no longer available. Recently, the heat exchanger failed, preventing the system from being able to operate in heating mode and forcing the building to rely on a temporary piece of equipment for its primary heat source.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-37-600-80000 Amount: \$35,274.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$35,274.00 to Southern Heating & Cooling, LLC.



Southern Heating & Cooling, LLC
PO Box 682
Gordo, AL 35466

Phone: (205) 364-6113
accounts@southernheatingllc.com
southernheatingllc.com

Bill to
CITY OF NORTHPORT - COMMUNITY
CENTER

Ship to
CITY OF NORTHPORT - COMMUNITY
CENTER

Quote #: q9803

Quote Expiration Date: 4/4/2026

Quote Date: 3/5/2026

Labor, material, crane

Total: \$6,600.00

Item	Description	Quantity	Price	Amount
MATERIAL	Installation of customer supplied 15 ton gas pack Customer Supplied Equipment Specifications · DX Cooling / Gas Heat · Standard Efficiency · R-454B Refrigerant 1 · 15 Ton · 208-230/60/3 · Symbio 700-unit controls · Low-capacity gas heat · 0-25% Manual outside damper · Multi-speed motor · Hinged access panels with 2-in MERV 8 filter · Through-the-base electric connections · Clogged filter switch · 3-year parts, coils & controls warranty · 5-year compressor parts only warranty · 10-year aluminized heat exchanger parts only warranty · 3H/2C programmable touchscreen thermostat (Field Installed) · Low Ambient Kit (Field Installed) · Horizontal Conversion Panel (Field Installed) · Year 1 Labor whole unit · Trane Startup Included Installation of everything specified above supplied by customer Reconnection to existing return and supply duct using any necessary duct fittings Installation of new rain shroud Reconnection to existing electrical Installation of non-fused disconnect switch Price includes all labor and material to install unit Price includes crane Price includes Removal and Disposal of old Equipment	1	\$6,600.00	\$6,600.00

Southern heating suppling unit

Total: \$28,674.00

Item	Description	Quantity	Price	Amount
NEW UNIT (Package)	Installation of TRANE 15 ton gas package unit provided by SHC model - YSK180A3S0L**A0C Equipment Specifications · DX Cooling / Gas Heat · Standard Efficiency · R-454B Refrigerant 1 · 15 Ton · 208-230/60/3 · Symbio 700-unit controls · Low-capacity gas heat · 0-25% Manual outside damper · Multi-speed motor · Hinged access panels with 2-in MERV 8 filter · Through-the-base electric connections · Clogged filter switch · 3-year parts, coils & controls warranty · 5-year compressor parts only warranty · 10-year aluminized heat exchanger parts only warranty · 3H/2C programmable touchscreen thermostat (Field Installed) · Low Ambient Kit (Field Installed) · Horizontal Conversion Panel (Field Installed) · Year 1 Labor whole unit · Trane Startup Included *** PRICE IS FOR UNIT ONLY *** 1 year Labor Warranty 3 year Parts Warranty 5 year Compressor Warranty 10 year heat exchanger Warranty *4.0 % Credit Card Fee will be added to all invoices paid with a credit card * Invoice is due at receipt, all invoices not paid in 30 days will be charged 1.5% finance charge each month until it is paid. Note: - Taxes on this unit will be \$2,867.40 - Will need a tax excempt letter before ordering unit to be tax free - No taxes were added to the total price to the right - No labor was added to the total price to the right - Add both totals together if SHC is supplying unit	1	\$28,674.00	\$28,674.00



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

AGENDA ITEM NO. 9.c.20.

MEETING DATE: March 23, 2026

SUBJECT: Purchase Requisition, Shop Lifts Repairs and Replacement; Epic Equipment & Service Solutions, LLC, \$12,548.82

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: C.C. Thompson

Approved By: Brooke Starnes

Summary:

During a recent inspection of the Shop, two lifts were tagged and require repairs to be made before they can be used, and a third lift was tagged as condemned and must be replaced. The Shop is currently operating with only one functioning lift, which limits the amount of work our mechanics can do simultaneously, leading to slower turnaround times for repairing vehicles.

The Public Works Department is respectfully requesting your approval to pay Epic Equipment & Service Solutions \$12,548.82 to make the necessary repairs for two lifts to become safely operational and to remove and replace the lift that is now obsolete. This expense has been designated as a Capital Funds budget item.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-37-600-80000 Amount: \$12,548.82

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$12,548.82 to Epic Equipment & Service Solutions, LLC.

ESTIMATE

Customer		Ship To		Date	Quotation #
City of Northport Public Works Matthew Sides 1781 Harper Rd Northport, AL 35476		City of Northport Public Works 1781 Harper Rd Northport, AL 35476		2/13/2026	19645
P.O. No.	Terms	Rep	FOB	Attention	
		BM	Destination		
Item	Description	Qty	Total		
Labor-Quoted	Epic will uninstall and move lift forward and reinstall lift in Bay 1A	4	580.00		
SVI-BH-7075-03	3/4" X 5 1/2" all thread wedge anchor	12	68.32		
Parts	Challenger # LE12 symetric 2 post lift	1	7,792.85		
Labor-Quoted	Epic will install a Challenger LE12 AND remove one lift and set outside in Bay 1B	10	1,450.00		
MO-AW32-5	MOBIL NUTO H 32 5GA	1	57.92		
Labor-Travel Time	Travel Time Per Technician Round Trip	5	475.00		
Travel-Mileage	Travel Mileage Round Trip	320	Class	352.00	
Service Note/Instr...	Repair of customers Challenger E12 LIFT	1	0.00		
Labor-Quoted	Epic will replace lock latch cover, arm restraint rod, and rebuild both hydraulic lift cylinders	1.5	217.50		
NM-CYLRB2POST	Rebuild customers lift cylinder	2	1,500.00		
CL-JSJ5-02-14F	Lock Cover Idler Side	1	31.28		
CL-JSJ6-13	E12 Arm Restraint Shaft	1	23.95		
Service Note/Instr...	No travel miage needed if work performed with above jobs.	1	0.00		
New look, same commitment to excellence. Big things are happening! This spring, we're refreshing our brand to better reflect who we are and where we're headed. While our "look" is evolving, our unwavering commitment to excellence remains the same. Stay tuned – more details coming soon!		Subtotal \$12,548.82			
Phone #	E-mail	Sales Tax (10.0%) \$0.00			
(888) 998-5138 (Office)	EpicAR@epicequipmentsolutions.com	Total \$12,548.82			
SIGNATURE					

By signing this quotation you agree to pay the total amount per terms indicated.
Please note: All pricing is subject to change due to fluctuating pricing from our vendors. Expect delays in shipping and please understand this is out of our control.
This Quote is good for 30 days based on above parameters.



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

AGENDA ITEM NO. 9.c.21.

MEETING DATE: March 23, 2026

**SUBJECT: Purchase Requisition, New Zero-Turn Mower; Tuskaloosa Lawn Equipment,
\$15,634.00**

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: C.C. Thompson

Approved By: Brooke Starnes

Summary:

Public Works is respectfully requesting your approval to purchase one new zero-turn mower from Tuskaloosa Lawn Equipment for a total of \$15,634.00. This cost includes the addition of airless tires and the installation of flash lighting, as required for safety. This expense has been designated as a Capital Funds budget item.

The Public Works Department relies on a fleet of zero-turn mowers to maintain the City of Northport's various properties, right-of-ways, and parks. An additional zero-turn mower will help to keep up with the City's expanding portfolio and to compensate for aging equipment. The new mower will enable us to cut more effectively, as well as use the older mowers on a more limited basis and as backups.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-37-600-80000 Amount: \$15,634.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$15,634.00 to Tuskaloosa Lawn Equipment.

Q U O T A T I O N

PAGE: 1

TUSKALOOSA LAWN EQUIPMENT
5401 MCFARLAND BLVD
Northport, AL 35476 USA
Phone #: (205)339-3681
Fax #: (205)339-3727

PHONE #: (205)331-8627 DATE: 3/16/2026
CELL #: (205)861-3014 ORDER #: 162465
ALT. #: (205)442-3335 Ext: JOSH CUSTOMER #: 100245
P.O.#: CP: Blake C
TERMS: Net 10th EOM LOCATION: 1
SALES TYPE: Quote STATUS: Active

BILL TO 100245

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

SHIP TO

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

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
EXM	LRS801GKA60RA1	LAZER Z S SERIES WITH REAR DISCHARGE 60" DECK	1	\$19,091.00	\$13,759.00	\$13,759.00
EXM	146-5745	KIT-FLASHER	1	\$545.99	\$437.00	\$437.00
EXM	135-2287	TRACTUS TIRE 72"	2	\$899.00	\$719.00	\$1,438.00

Prices reflected on this quote are subject to change without notice. Final price will always be what is marked on price tag at time of purchase.

SUBTOTAL:	\$15,634.00
TAX:	\$0.00
ORDER TOTAL:	\$15,634.00

Authorized By: _____



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

AGENDA ITEM NO. 9.c.22.

MEETING DATE: March 23, 2026

SUBJECT: Purchase Requisition, 2027 International Knuckle Boom Truck; Ingram Equipment Company; \$261,601.00

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: C.C. Thompson

Approved By: Brooke Starnes

Summary:

The Public Works Department is respectfully requesting approval to purchase one new knuckle boom truck for \$261,601.00 from Ingram Equipment Company using Capital Budget funds. This price includes all needed accessories and equipment, the installation of a tarp system, which is needed to cover loads to keep debris from blowing out, and the freight charge.

To ensure reliable curbside bulk trash collection for Northport residents, a minimum of three knuckle boom trucks is essential to operate each day. The current fleet has an average age of 14 years, and several units are nearing the end of their service life, increasing the likelihood of equipment failures and service disruptions. An additional knuckle boom truck will improve operational efficiency, reduce downtime caused by aging equipment, and help maintain consistent and dependable bulk trash collection services for the community.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-37-600-80000

Amount: \$261,601.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$261,601.00 to Ingram Equipment Company.

**Ingram Equipment Company**

11 Monroe Drive Pelham, AL 35124
400 Dupree Street Tallahassee, FL 32304
1596 S. Bethel Road Unit A Priceville, AL 35603
8559 Bellingrath Road Theodore, AL 36582
704 Murray Road Dothan, AL 36303
1311 Industrial Park Road Columbus, MS 39701
Phone: (205) 663-3946
www.ingramequipment.net

Ship To: CITY OF NORTHPORT
1781 HARPER RD
NORTHPORT, AL 35476-2332

Invoice To: CITY OF NORTHPORT
P.O. BOX 569
NORTHPORT AL 35476

Branch 01 - PELHAM		
Date 03/09/2026	Time 12:04:36 (O)	Page 1
Account No NORTH002	Phone No	Est No 03 Q02811
Ship Via		Purchase Order
Tax ID No		DUE AT DELIVERY
JONATHAN QUINN		Salesperson JQ

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 03/25/2026 Amount

PAC-MAC KBF-222A-SU-HJ W/TKB2030 ON IH
STAND UP OPERATOR CONTROLS
A-STYLE OUTRIGGER DESIGN
HOT SHIFT PTO
HYDRAULIC JOYSTICK CONTROLS
OIL COOLER
STROBE LIGHT ON PIVOT
BOOM UP ALARM
RUBBER MAT (SERVES AS HEAT SHIELD)
20' LONG, 30CY BODY
MID BODY TURNS
REAR CORNER POST STROBES
SINGLE DOOR WITH GRAPPLE REST
1/4" FLOOR
TAILLIGHT BOX UNDER BODY
CONDUIT UNDER BODY FOR WIRING
18X18X36 TOOLBOX
CONE RACK
WATER COOLER MOUNT
TOOL HOLDERS (FRONT WALL)
OUTRIGGER DOWN ALARM IN CAB (AUDIBLE & VISIBLE)
PAINT: RED/BLACK LOADER, BLACK BODY
1YR SERVICE AGREEMENT (LOADER & BODY ONLY, 4X PER YEAR)
-
2027 INTERNATIONAL HV607 SBA
5YR/150K MILE ENGINE & AT WARRANTY
5YR/UNLIM. MILE TRANSMISSION WARRANTY
PAINT: WHITE

Sale Total: 256985.00

Miscellaneous Charges/Credits

=====

FREIGHT CHARGE Qty: 1 Price: 990.00 990.00

Thank You For Your Business!



Ingram Equipment Company

11 Monroe Drive 400 Dupree Street 1596 S. Bethel Road Unit A
Pelham, AL 35124 Tallahassee, FL 32304 Priceville, AL 35603
8559 Bellingrath Road 704 Murray Road 1311 Industrial Park Road
Theodore, AL 36582 Dothan, AL 36303 Columbus, MS 39701
Phone: (205) 663-3946
www.ingramequipment.net

Ship To: CITY OF NORTHPORT
1781 HARPER RD
NORTHPORT, AL 35476-2332

Invoice To: CITY OF NORTHPORT
P.O. BOX 569
NORTHPORT AL 35476

Branch 01 - PELHAM		
Date 03/09/2026	Time 12:04:36 (O)	Page 2
Account No NORTH002	Phone No	Est No 03 Q02811
Ship Via		Purchase Order
Tax ID No		DUE AT DELIVERY
JONATHAN QUINN		Salesperson JQ

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 03/25/2026 Amount

Authorization: _____ Subtotal: 257975.00
SOURCEWELL CONTRACT 010825-HMC Quote Total: 257975.00
-

TARP OPTIONS:

- 1. Spring Assist (armless windowshade) w/grapplehook - \$3,626.00
- 2. Spring Assist (with arms) - \$3,503.00
- 3. Electric Tarp - \$3,757.00

Total cost with tarp option 1 = \$261,601.00

Thank You For Your Business!



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

AGENDA ITEM NO. 9.c.23.

MEETING DATE: March 23, 2026

**SUBJECT: Purchase Requisition, Elevator Door Repairs for the Public Safety Compound;
Otis Elevator Company, \$22,100.00**

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: C.C. Thompson

Approved By: Brooke Starnes, Gerald Burton

Summary:

Since 2024, the elevator at the Public Services Compound has been non-operational numerous times due to a malfunctioning door glide and solid-state starter. The door glide and starter have been declared obsolete, and due to the age of these parts, reliable repairs are no longer feasible. Installing a new glide door operator and a solid-state starter is the recommended course of action to improve elevator reliability, eliminate the costs associated with repeated service calls, and enhance elevator safety.

The Public Works Department, along with the Police Department, is respectfully requesting your approval to pay Otis Elevator Company \$22,100.00 to provide labor and materials to install a new door operator and soft starter on the elevator in the Public Safety Compound. This expense has been designated as a Capital Funds budget item.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-37-600-80000 Amount: \$22,100.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$22,100.00 to Otis Elevator Company.

Otis Service and Repair Order

2/18/2026

CUSTOMER NAME

NORTHPORT PUBLIC SAFETY
3721 26TH AVENUE, NORTH
NORTHPORT, AL 35476

OTIS ELEVATOR COMPANY

2194 PARKWAY LAKE DR, STE B,
BIRMINGHAM, AL 35244

OTIS CONTACT

Kailey Vaughn
Phone:
Email: kailey.vaughn@otis.com

PROJECT LOCATION

NORTHPORT PUBLIC SAFETY
3721 26TH AVE
NORTHPORT, AL 35473-2952

PROPOSAL NUMBER

QTE-002369276

We propose to furnish the necessary material and labor on the following units:

Unit	Customer Designation
461296	ONLY ELV

SCOPE OF WORK

Otis Elevator will provide labor and materials to install a new door operator and soft starter on the unit referenced above.

OTIS GLIDE™ A DOOR OPERATOR

A new OTIS GLIDE™ A door operator will be installed.

The doors on the car and at the hoistway entrances will be power-operated by means of an OTIS GLIDE™ A door operator mounted on top of the car or attached to the car header. The OTIS GLIDE™ A door operator utilizes a closed loop system and direct drive belt technology designed to provide consistent door performance despite changes in temperature or wind, and despite the presence of minor debris in the door track. Using a high-resolution encoder, the system monitors position data and adjusts performance to match operation parameters. The OTIS GLIDE™ A door operator also has a self-learn feature that enables the system to more efficiently be tuned.

The OTIS GLIDE™ A door operator uses energy-efficient permanent magnet AC motors that eliminates the carbon-dust present in traditional door operator systems that use DC induction motors. In addition, lubrication is not required for the OTIS GLIDE™ A door operator's sealed bearings, making the unit cleaner for your building and the environment.

Door operation shall be automatic at each landing, with door opening initiated as the car arrives at the landing. The doors will be arranged to remain open for an adjustable time period sufficient to meet ADA requirements. Door close will be arranged to start after a minimal time, consistent with building and ADA requirements. An electric car door contact will prevent the elevator from operating unless the car door is in the closed position.

Clarifications:

AHJ Inspection: The above-mentioned proposal often requires a AHJ inspection or a permit to be pulled for the completion of the project. Often times inspection lead times can range from one (1) to three (3) weeks depending on your local jurisdiction.

Hoistway Screening: The Hoistways between cars in the same group may be required to have hoistway screening installed.

Elevator Adjacency Downtime: Depending on the distance to the neighboring cars, these cars may need to be temporarily removed from service due to Otis Safety Requirements, at Otis discretion.

SOLID STATE STARTER

We shall furnish and install the new Solid-State Starter to control the motor starting and limit the in-rush current. The new starter shall have built-in protection for overload conditions, reverse phase, loss of phase, and shorted SCR. We shall remove the existing mechanical starter contactor assembly and wire and adjust and test the new starter for smooth operation.

Clarifications:

Starter Location: Based on the size of the upgraded starter, the location of the starter may need to be located in a separate enclosure in the machine room. In certain cases, a change order may be required for this additional work.

AHJ Inspection: The above-mentioned proposal often requires a AHJ inspection or a permit to be pulled for the completion of the project. Often times inspection lead times can range from one (1) to three (3) weeks depending on your local jurisdiction.

Material provided shall be installed in accordance with the ASME A17.1 Safety Code for Elevators and Escalators.

The customer will be responsible for paying local inspection fees if applicable.

Your account representative will contact you to schedule the work. All work will be performed during regular working days and hours of the Elevator Trade unless otherwise specified above. The price quoted below does not include sales tax and is valid for 30 days from the date specified above. The work will be scheduled based on the availability of material and manpower to complete the job efficiently.

The scope proposed herein represents the entire scope that we are contracted for, if additional work is required by others to allow for completion of this work and/or for the inspection to occur, that work is not included. If additional labor and material are needed, a supplemental proposal will be sent.

PRICE

\$22,100.00

Twenty-two thousand one hundred dollars

This price is based on a **one hundred** percent **(100%) downpayment** in the amount of \$22,100.00.

PAYMENT TERMS:

- The downpayment amount is due in full prior to Otis ordering material and/or mobilizing.
- If you choose the alternative downpayment amount listed below, the corresponding adjustment shall be applied to the base contract amount.

Downpayment Percent	Price Adjustment Percentage	Authorization (Initial)
25%	+ 10%	
75%	+ 5%	

In the event 100% of the contract price is not paid up front, we must be paid the remaining balance no later than the completion of work. Final invoice will be submitted once work is scheduled.

This proposal, including the provisions printed on the pages following, shall be a binding contract between you, or the party identified below for whom you are authorized to contract (collectively referred to herein as "you"), and us when accepted by you through execution of this proposal by you and approved by our authorized representative; or by your authorizing us to perform work for the project and our commencing such work.

SUGGESTED BY: Christopher Gossett

TITLE: Mechanic

Accepted in Duplicate

NORTHPORT PUBLIC SAFETY

Otis Elevator Company

Date: _____

Date: _____

Signed: _____

Signed: _____

Print Name: _____

Print Name: Adrian Rodriguez

Title: _____

Title: Sr Manager & GM, Birmingham &

Pensacola

Email: _____

Email: _____

Company Name: NORTHPORT PUBLIC SAFETY

☐ Principal, Owner or Authorized Representative of
Principal or Owner

☐ Agent _____
(Name of Principal or Owner)

TERMS AND CONDITIONS

1. This quotation is subject to change or withdrawal by us prior to acceptance by you.
2. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described. Furthermore, you agree that the agreed price is subject to increase caused by any reason beyond Otis' reasonable control including but not limited to commodity, fuel, tariff, and/or shipping transportation cost increases.
3. Payments shall be made as follows: A down payment of One Hundred percent (100.0%) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion if the work is completed within a thirty days period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
4. In the event the work is not completed within 180 calendar days from your original authorization to proceed through no fault of Otis, Otis may notify you of an updated price – which may be accepted or rejected by you. If rejected, Otis will not be required to perform work, and no amounts will be due and payable by you hereunder except amounts for any labor, services, or materials that had already been furnished or procured by Otis prior to notice of price increase. If you are not notified of a new price by Otis, then the parties' obligations will be unchanged and each party will be required to perform their obligations hereunder.
5. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal, and in such event Otis shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered if such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.
6. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefore, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our then current labor rates.
7. Title to any material to be furnished hereunder shall pass to you when final payment for such material is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC -1 form or any other document reasonably requested by us for that purpose.
8. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
9. Otis shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water damage, weather damage, extreme weather, traffic conditions, epidemic, pandemic, quarantine (including Covid-19), sabotage, cyber security, national emergency, act of terrorism, earthquake, riot, civil commotion, war or insurrection, vandalism, misuse, abuse, mischief, or acts of God or nature.
10. We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any causes beyond our control. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall, at our option, (i) procure for you the right to use the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the

equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage and obsolescence.

THE EXPRESS WARRANTIES SET FORTH HEREIN ARE THE EXCLUSIVE WARRANTIES GIVEN; WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.

11. Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.
12. To the fullest extent permitted by law, you agree to defend, indemnify, and hold Otis harmless against any claim or suit for personal injury or property damage alleged to arise out of this contract, except to the extent that such damage or injury has been adjudicated as having been caused by Otis' sole negligence. In the event that Otis is requested to provide hoistway cartop/pit access to you, and/or to third parties acting at your request, direction, or control, and which may be subject to additional charges at Otis' sole discretion, then in addition to the foregoing defense, indemnity and hold harmless obligations, you shall carry and maintain the following insurance throughout the duration of such work in the hoistway/cartop/pit areas, and will furnish to Otis a certificate of insurance evidencing the following: Commercial General Liability insurance, written on an occurrence basis, with limits on a per occurrence basis of at least \$2,000,000 for personal injury or death, and \$2,000,000 for property damage, naming Otis as additional insured. Such insurance shall be issued by an insurer authorized to do business in the state or province where the property is located and the equipment and/or services are to be rendered, shall contain a clause in the policy setting forth the insurer's acceptance of liability as set forth in this agreement, and a clause pursuant to which the insurer waives any right of subrogation as to Otis. This policy shall be written as a primary policy only, and not contributing to or in excess of any insurance carried by Otis. You shall provide Otis with at least thirty (30) days prior written notice of cancellation or material change in the coverage.
13. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment being furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code.
14. In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by clicking on "Tools & Resources" on the home page, selecting "Lockout Tagout Policy" under the "Safety Information" column and downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," or the then most current version, both of which are in .pdf format. You agree that you will disseminate these procedures throughout your organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at your facility and will ensure that such personnel comply with these LOTO procedures while Otis personnel are working on site.
15. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.
16. This Contract will be deemed voidable, even after execution, if it is determined by Otis that performance of the services and/or engagement in the contractual relationship/transaction will violate, or is otherwise restricted by, any and all laws, regulations and/or orders, including sanctions laws, that are applicable to Otis or otherwise apply to Otis' operations.
17. By accepting delivery of parts incorporating software, you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.



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

AGENDA ITEM NO. 9.c.24.

MEETING DATE: March 23, 2026

SUBJECT: Purchase Requisition, 95 Gallon Residential Garbage Carts; Otto Environmental Systems - \$31,500.00

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: C.C. Thompson

Approved By: Brooke Starnes

Summary:

The Public Works Department is respectfully requesting approval to purchase 560 new residential garbage carts from Otto Environmental Systems for \$31,500.00. This amount includes the cost of the carts, the fee to have the City Seal imprinted on each cart, as well as shipping. This is a planned expense and was approved as part of the Fiscal Year 2026 Budget.

The new carts will match the current carts' navy blue color and style, but will have the new City of Northport City Seal in place of the old version.

The Public Works Department stocks garbage carts on hand to replace carts that are damaged, stolen, or to fulfill requests from customers needing a new cart. Carts are kept in circulation and reused until they are no longer suitable for use. The last time new carts were ordered was in 2023.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-37-313-50255 Amount: \$31,500.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$31,500.00 to Otto Environmental Systems.

Duramax Holdings LLC
DBA Otto Environmental Systems
12700 General Drive
Charlotte, NC 28273



Quote: 32501

Page: 1/4

Matthew Knight
City of Northport
3500 McFarland Blvd
Northport AL 35476-3181

Dear Matthew,

Thank you for allowing Otto Environmental Systems North America, Inc. the opportunity to present this quotation to City of Northport. Please let me know if you have any questions, and thank you for your interest.

Proposal Valid: March 11, 2026 - April 10, 2026

Line	Product	Description	Quantity	Net Price	Net Value
10	9786868-FR00R000HH-NORTHPOALT01	95 Gal Mil Trash Cart NORTHPOAL (SK)c	560 Each	53.00 USD / 1 Each	29,680.00 USD
List Price 53.00 USD / 1 Each 29,680.00 USD					
Freight 1,520.00 USD 1,520.00 USD					
Hot Stamp Fee 300.00 USD 300.00 USD					
Cart Style: 95 Gal Mil 10-Stack/Metal Bar/Bib/One Handle Cart					
Base Color: 68 - Dark Blue					
Lid Color: 68 - Dark Blue					
Wheel: 10" WHEEL INJ SNAP ON W/ TPE RUBBR TREAD					

Total Item Net Value	29,680.00 USD
Freight	1,520.00 USD
Hot Stamp Fee	300.00 USD
Total	31,500.00 USD

Payment Terms: 30 days net

Incoterms: Free on Board (INTL), Destination

All Credit Card transactions are subject to a 2.5% processing fee.



Quote: 32501

Page: 2 / 4

Orders containing premium colors may or may not include extended lead times.

Sincerely,

Cooper Van Ness

Cooper.VanNess@otto-usa.com

I agree to purchase the items listed in the quote above and I acknowledge and agree to the Terms and Conditions of Sale.

Customer Name _____

Customer Signature _____

Date _____

Purchase Order # _____

Otto orders are assumed to ship when ready unless prior arrangements have been made via your Otto contact.

In the absence of prior arrangements, storage fees may accrue and be invoiced for any items held more than 30 days from the date of completion of your order.

Terms & Conditions for Quoted Freight

The quoted freight rate is for reference only and may change if shipping variables change before shipment. In the event of a change, the adjusted freight rate will be communicated ahead of shipment.

Fuel surcharges are subject to market fluctuation and actual surcharges invoiced by the carrier will be invoiced to the customer.

Quoted freight rates are based upon shipment of your order during regular shipment days (Monday - Friday). Should after hours, weekend, or holiday shipment be needed, additional fees will apply, and the corresponding freight rate will be communicated ahead of shipment.

Should you require weekend shipping, these freight rates will be quoted separately, as they are normally higher in cost than shipments during the regular workweek (Monday - Friday).

Quoted freight rates assume shipping of your order 48 hours from the time of order completion. Customer will be charged for shipment premiums requested by a customer before the minimum 48-hour notice.

Should a delivery address change before the shipment of your order, an adjusted freight rate will be communicated ahead of shipment. Should a delivery address change after the shipment of your order, a re-consignment fee will be charged once all updated charges are known by the carrier.

Detention Fees - If customer holds up driver at destination and carrier charges Otto detention fees (typically after 2 hours), customer will be invoiced the actual charge along with an administration fee.

TERMS AND CONDITIONS OF SALE

NOTICE: THE OFFER, ORDER ACKNOWLEDGEMENT, ORDER ACCEPTANCE, OR SALE OF ANY PRODUCTS DESCRIBED ON THE FRONT SIDE OF THIS DOCUMENT IS SUBJECT TO AND CONDITIONED UPON ACCEPTANCE OF THE TERMS CONTAINED IN THIS INSTRUMENT. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY PURCHASER ARE OBJECTED TO BY AND WILL NOT BE BINDING UPON OTTO ENVIRONMENTAL SYSTEMS NORTH AMERICA, LLC OR OCM SOLUTIONS, LLC (AS THE CASE MAY BE) ("OTTO") UNLESS SPECIFICALLY ASSENTED TO IN WRITING BY OTTO. UNLESS EXPLICITLY OBJECTED TO BY PURCHASER IN WRITING RECEIVED BY OTTO WITHIN FIVE (5) BUSINESS DAYS, THESE TERMS AND CONDITIONS OF SALE SHALL APPLY TO THIS OFFER, ORDER OF ACKNOWLEDGEMENT, ORDER ACCEPTANCE, OR SALE, WHETHER OR NOT THEY APPLIED TO A PRIOR PURCHASE BY PURCHASER. AS USED IN THESE TERMS AND CONDITIONS OF SALE, "PRODUCTS" MEANS THOSE PRODUCTS SET FORTH ON THE FRONT SIDE OF THIS DOCUMENT.

1. **ACCEPTANCE.** All orders received by Otto are subject to final acceptance or confirmation by Otto and no terms or orders are binding upon Otto until so accepted.
2. **DELIVERIES.** Unless otherwise specified by Otto in writing, all deliveries are F.O.B. Otto's place of business (UCC Terms). All deliveries shall be made via common carrier or some other reasonable means chosen by Otto. All risk of loss to Products sold shall pass to Purchaser upon delivery by Otto of such Products to a common carrier. Title to the Products shall remain with Otto until Purchaser pays the purchase price in full to Otto. Delivery is conditional on the timely receipt by Otto of documents necessary for the completion of the order, any down payment, and Purchaser's compliance with these terms and conditions. Delivery schedules represent Otto estimates only, and partial deliveries are permissible. Otto will use reasonable efforts to meet delivery schedules. Otto will not be liable for any delay in the performance of orders of contracts, or in the delivery or shipment of Products or for any damages suffered by Purchaser by reason of such delay. Delivery is subject to Purchaser maintaining credit satisfactory to Otto. Otto may suspend or delay performance or delivery at any time pending receipt of assurances, including full or partial prepayment or payment of any outstanding amounts owed, adequate to Otto in its discretion of Purchaser's ability to pay. Failure to provide such assurances shall entitle Otto to cancel this contract without further liability or obligation to Purchaser.
3. **RECEIVING DELAYS.** If for any reason Purchaser fails to accept delivery of any of the Products on the date set forth in the delivery schedules, or if Otto is unable to deliver the Products on such date because Purchaser has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Products shall pass to Purchaser and (ii) Otto, at its option, may store or arrange for a third party to store the Products until Purchaser picks them up, whereupon Purchaser shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
4. **PRICES.** Unless otherwise specified by Otto on the front side of this document, prices are quoted F.O.B. Otto's place of business (UCC Terms). Prices are subject to change by Otto without notice to Purchaser, and those prices set forth on the front side of this document will apply to the order. Prices do not include sales, use, excise, privilege, or any similar tax levied by any government, and Purchaser shall pay any such applicable tax. Upon the request of Otto, Purchaser shall provide Otto a tax exemption certificate acceptable to the appropriate taxing authorities.
5. **TERMS OF PAYMENT.** Unless otherwise specified by Otto on the front side of this document, the purchase price shall be due in full by Purchaser thirty (30) days of tender of delivery of the Products. Extension of credit, if any, may be changed or withdrawn by Otto at any time. Invoices not paid by their due date will be subject to carrying charges. Carrying charges shall accrue and be added to the unpaid balance in the amount of one and one-half percent (1-1/2%) per month of any overdue unpaid balance, or the maximum rate permitted by law, whichever is less. Purchaser shall reimburse Otto for the costs of collection, including, without limitation, reasonable attorneys' fees, of any overdue amount owed by Purchaser to Otto, and such collection costs shall also be subject to the carrying charges. Purchaser may not hold back or set off any amounts owed to Otto in satisfaction of any claims asserted by Purchaser against Otto.
6. **RETURNED GOODS AND CLAIMS.** Within ten (10) business days of delivery to Purchaser, Purchaser must give written notice to Otto of any claim by Purchaser based upon the condition, quantity, or grade of the Products sold or of any claimed nonconformity with the Purchaser's specifications, and the notice must indicate the basis of the claim in detail. Purchaser's failure to comply with this Paragraph shall constitute irrevocable acceptance by Purchaser of the Products delivered and shall bind Purchaser to pay to Otto the full price of such Products.
7. **CANCELLATION/CHANGES.** Purchaser may not cancel or change an order once placed with and accepted by Otto except with the prior written consent of Otto and upon terms that will indemnify Otto against any loss. Otto may correct mathematical or clerical errors.
8. **WARRANTY. OTTO IS SELLING TO PURCHASER THE PRODUCTS AND PURCHASER ACCEPTS THE PRODUCTS "AS IS," AND OTTO EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CORRESPONDENCE WITH DESCRIPTION OR QUALITY, TITLE, QUIET POSSESSION AND NON-INFRINGEMENT.**

Descriptions, representations and other information concerning Products contained in Otto's catalogs, advertisements or other promotion materials or statements or representations made by Otto sales representatives or distributors shall not be binding upon Otto.

In no case shall Otto be liable for any special, incidental or consequential damages based upon breach of contract, negligence, strict liability, tort or any other legal theory, even if Otto is notified of the possibility of such damages. In all cases, Otto's maximum liability arising out of or relating to these Terms and Conditions and any Purchase Order, regardless of the legal theory, shall not exceed the contract price actually paid by Purchaser in respect of the Products supplied by Otto to which such liability relates. Otto shall not be liable for any loss, damage, detention or delay due directly or indirectly to causes beyond its reasonable control, such as acts of God, acts of Purchaser, acts of civil or military authority, fires, strikes, floods, epidemics, war, riot, delays in transportation, government restrictions or embargoes, or difficulties in obtaining necessary labor, materials, manufacturing facilities or transportation due to such causes.

9. **INDEMNIFICATION.** Purchaser will defend, indemnify and hold harmless Otto against all claims, losses, liabilities, damages and expenses on account of any damage to property or injury or death of persons caused by or arising out of or relating to Purchaser's (and/or any of Purchaser's employee's, agent's, affiliate's and customer's) distribution, storage, handling, use, or disposal of Products or caused by or arising out of: (i) any breach of contract by Purchaser; (ii) any tortious acts or omissions of Purchaser (and/or any of Purchaser's employees, agents, affiliates and customers); or (iii) any willful misconduct or any violation by Purchaser (and/or by any of Purchaser's employees, agents, affiliates and customers) of any applicable law, rule or regulation.
 10. **SECURITY AGREEMENT.** Purchaser hereby grants to Otto a continuing purchase money security interest in all Products sold and/or delivered to it and to the proceeds thereof. Purchaser shall execute and deliver any financing statements and other documents that Otto may reasonably require for the perfection of Otto's security interest, and Purchaser hereby authorizes Otto to do all other acts reasonably necessary for the establishment, perfection, preservation, and enforcement of its security interest. Purchaser shall maintain adequate insurance against casualty, loss, fire, or theft of the Products for so long as the security interest is in effect.
 11. **LIMITATIONS.** Any action by Purchaser under or relating to this Agreement or the Products sold must be commenced within one (1) year after such cause of action has accrued.
 12. **GOVERNING LAW; JURISDICTION.** This Agreement, and any and all claims arising out of or related to this Agreement or any of the proposals, negotiations, communications or understandings regarding this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina ("North Carolina") applicable to contracts made entirely within and wholly performed in North Carolina, without regard to its choice of law provisions. Any claim, action, suit or other proceeding initiated under or in connection with these Terms and Conditions or any Purchase Order may be asserted, brought, prosecuted and maintained only in any federal or state court in the State of North Carolina having jurisdiction over the subject matter thereof, and the parties hereby waive any and all right to object to the laying of venue in any such court and to any right to claim that any such court may be an inconvenient forum. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
 13. **CUMULATIVE REMEDIES; WAIVER.** Except where specifically stated to the contrary, all remedies available to the parties for breach of this Agreement under this Agreement, at law or in equity, are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies. No waiver by either party to this Agreement of any breach of any provision of this Agreement shall be deemed a course of conduct or a waiver of a subsequent breach of that or any other provision.
 14. **ENTIRE AGREEMENT.** Otto and Purchaser acknowledge that these Terms and Conditions of Sale together with Otto's invoice, constitute the entire agreement between Otto and Purchaser with regard to the sale or transfer of the Products sold and supersede all prior oral or written statements of any kind made by the parties or their representative. These Terms and Conditions of Sale may not be amended, modified, or supplemented except by written agreement executed by Otto and Purchaser.
 15. **SEVERABILITY.** If any portion of this Purchase Order is found by a court of competent jurisdiction to be invalid or unenforceable, this Purchase Order shall be construed in all respects as if the invalid or unenforceable portion had been omitted and all other portions are fully enforceable.
 16. **ACCOUNT CREDITS.** In the event that the Purchaser is entitled to a credit because of a warranty claim or a price adjustment, Otto will honor the credit for a period of six (6) months from the date of the credit invoice. Any credits claimed after six (6) months will be deemed expired. Additionally, Otto will not provide cash for any claim for credit, but will only allow credits to be redeemed for product.
- AFFIRMATIVE ACTION.** This contractor and subcontractor shall abide by the requirements of 41 CFR § 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender

identity, national origin, protected veteran status or disability. Rev 5/1/2019



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

AGENDA ITEM NO. 10.c.1.

MEETING DATE: March 23, 2026

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

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda:

Second Reading: X

Prepared By: Julie Ramm

Approved By: Julie Ramm

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:

Motion for Consideration:

I make a motion to approve the proposed amendments to the Zoning Ordinance.

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”

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.

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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

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. 10.c.2.

MEETING DATE: March 23, 2026

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

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda:

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:

I make a motion to approve the ordinance annexing 1.27 acres located south of Old Union Chapel Road and west of Union Chapel Road with the original zoning designation of RS-1 (Single Family Residential).

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.

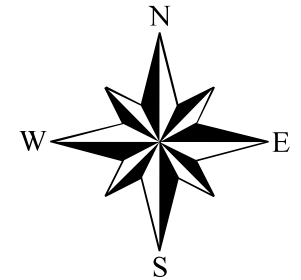
City of Northport Planning Commission

Annexation Request

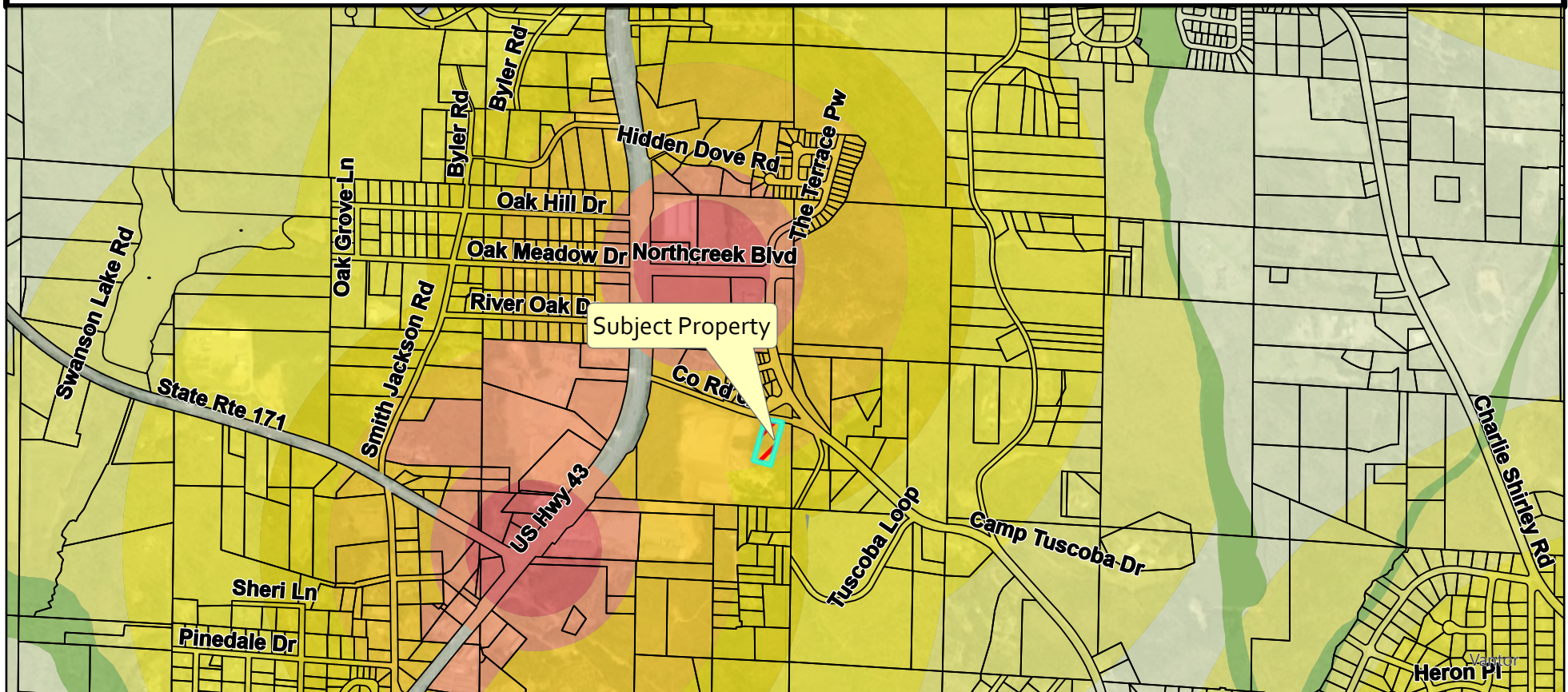
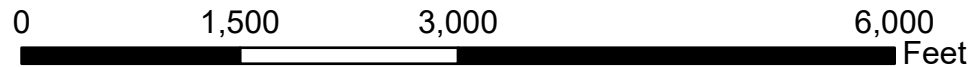
Future Land Use

- 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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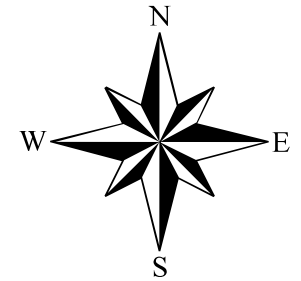
City of Northport Planning Commission

Annexation Request

Zoning

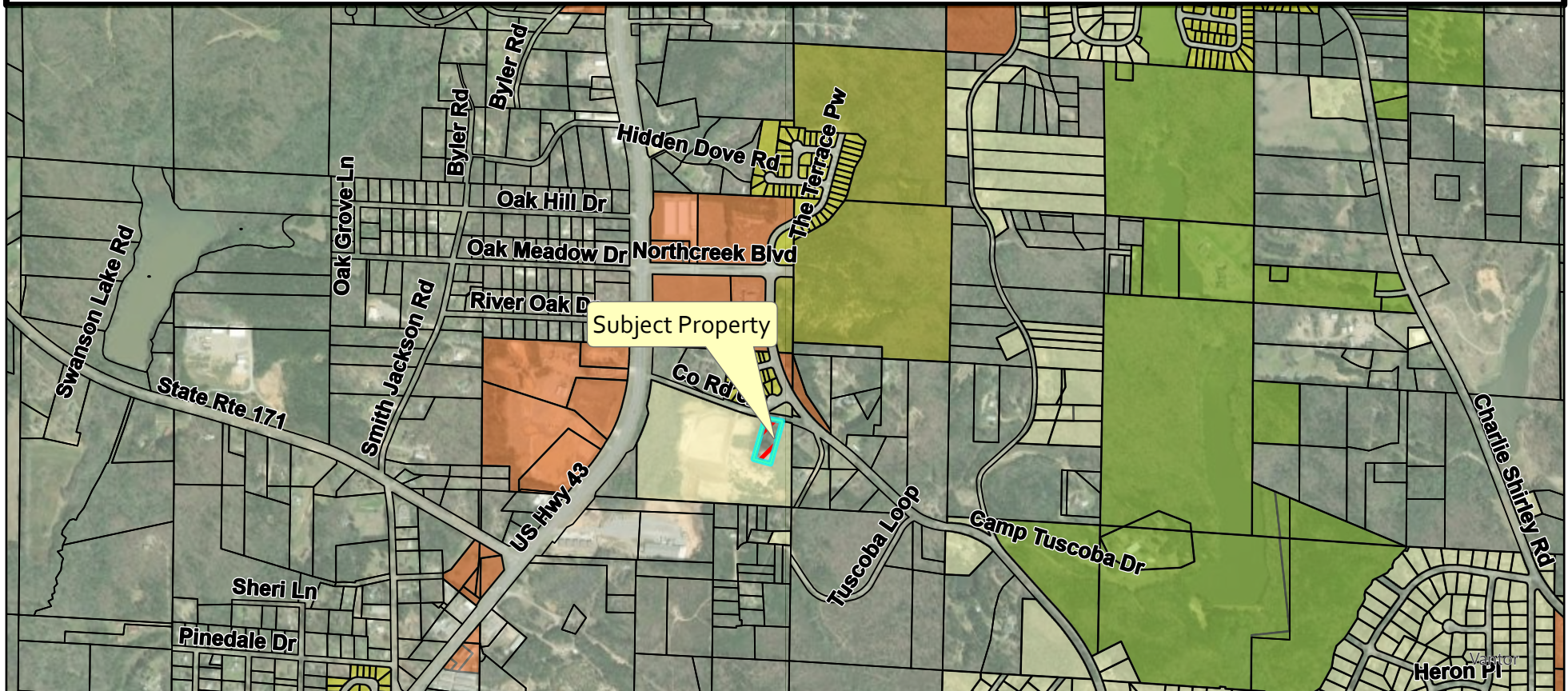
- Agriculture
- General Commercial
- Office and Institutional
- Special District
- Residential Single-Family - 1
- Residential Single-Family - 4

- Parcels
- Parcels selection



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0 1,500 3,000 6,000 Feet





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

AGENDA ITEM NO. 10.c.3.

MEETING DATE: March 23, 2026

SUBJECT: Second 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:

Motion for Consideration:

I make a motion to approve the ordinance authorizing conditional use approval for an indoor recreation facility in a Limited Manufacturing (M-1) zone located at 2403 10th Street with the hours of operation as stipulated in the ordinance.

ORDINANCE NO. _____

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

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

WHEREAS, the request was considered by the Planning Commission on February 10, 2026, and a recommendation for approval was made to the City Council. In addition to meeting the standards of the Zoning Ordinance, the following conditions for a favorable recommendation were added to allow a indoor recreation in a Limited Manufacturing (M-1) zoning district for the property located at 2403 10th Street: the hours of operation be limited to 5pm-10pm, Monday-Friday, 8am-10pm on Saturdays, 12pm-10pm on Sundays.

WHEREAS, the City Council of the City of Northport has also held a public hearing and found that the request is consistent with the standards set forth for conditional uses as set out in the Zoning Ordinance and that the request to locate an indoor recreation facility in a M-1 zoning district located at 2403 10th Street will not have an adverse impact on the general health, safety, and welfare of the community.

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Northport, that the conditional use request for indoor recreation in a M-1 zoning district for a business located at 2403 10th Street is hereby approved subject to all requirements of the Northport Zoning Ordinance being met and maintained and the following conditions: the hours of operation be limited to 5pm-10pm, Monday-Friday, 8am-10pm on Saturdays, 12pm-10pm on Sundays.

ADOPTED this the ____ day of _____, 2026.

CITY COUNCIL OF THE
CITY OF NORTHPORT

BY: _____
Jamie Dykes, Council President

ATTEST:

Tera Tubbs, City Administrator

APPROVED this the ____ day of _____, 2026.

Dale Phillips, Mayor

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

Tera Tubbs, City Administrator

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



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.

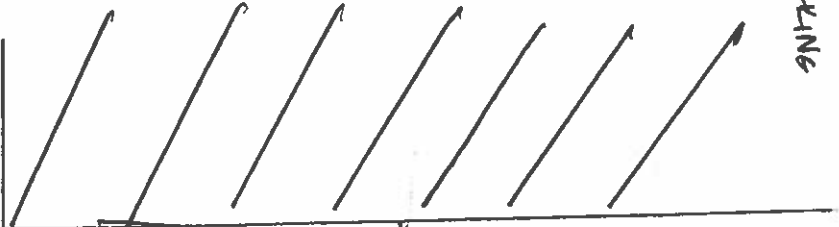
The site currently consists of an office-warehouse building on a single lot zoned Limited Manufacturing (M-1). It is surrounded to the north by a church zoned Office-Institutional (O-I) and Residential Single-Family (RS-3); to the east by a parking lot zoned Limited Manufacturing (M-1); to the south 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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SHARED

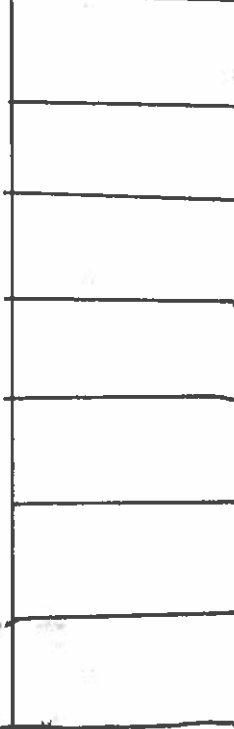
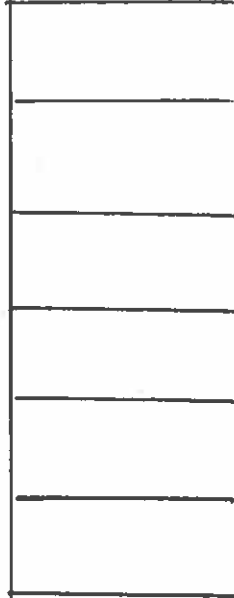
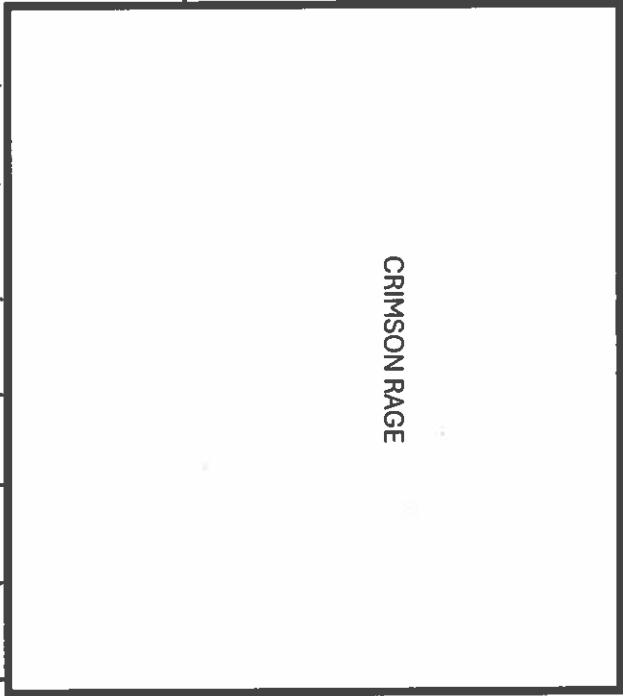
PARKING



DUMPSTER



CRIMSON RAGE



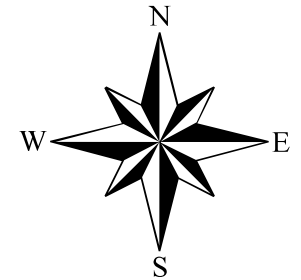
10th Street



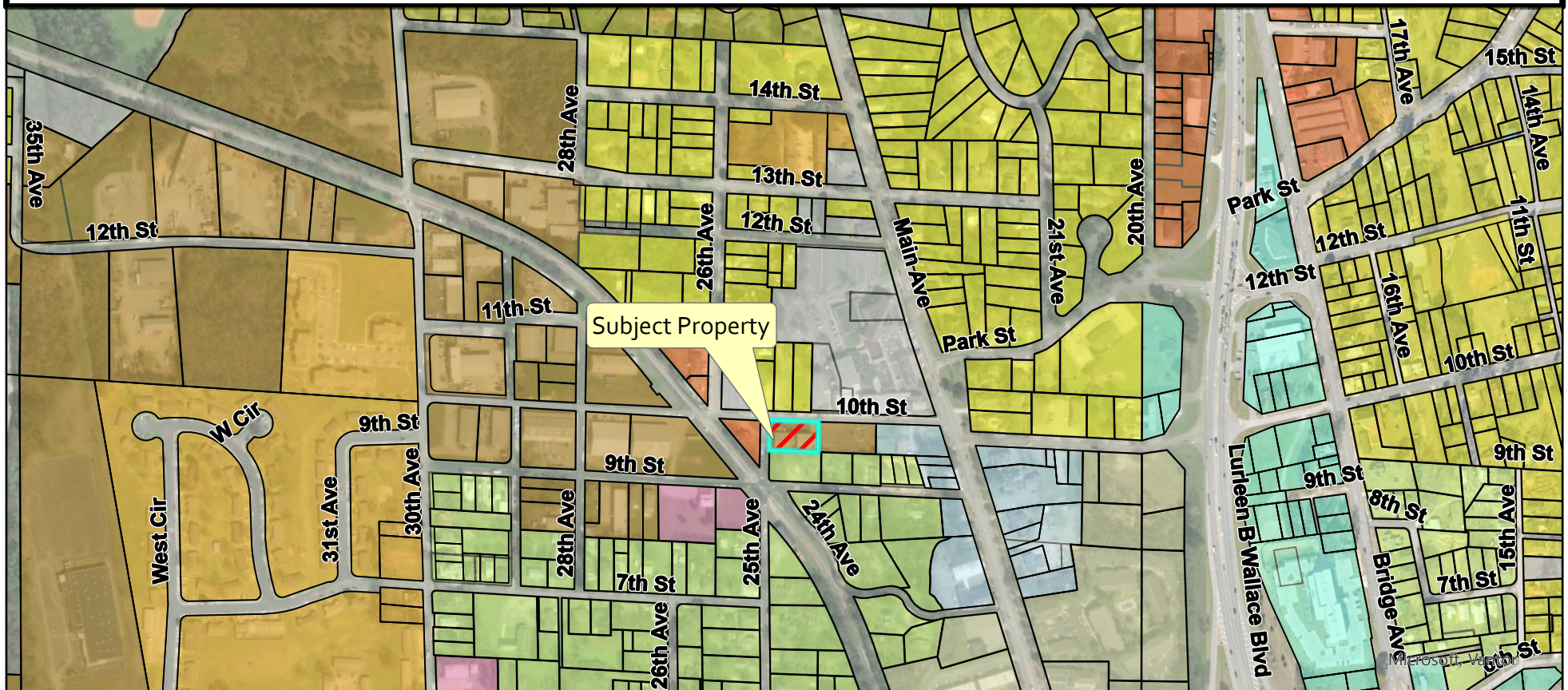
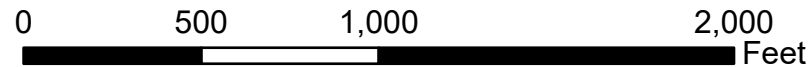
Conditional Use

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

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



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

AGENDA ITEM NO. 10.d.1.

MEETING DATE: March 23, 2026

SUBJECT: West Alabama Food and Wine Festival - ABC License

Unfinished Business:

Public Hearing: X

New Business:

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Whitney Bostick

Approved By: Gerald Burton

Summary:

An application was made to the City of Northport for an ABC Temporary Non-Profit Special Event Retail License for the West Alabama Food and Wine Festival that will be held on April 19, 2026. This is a one-day, rain or shine event, on April 19th beginning at 3:00 p.m. in downtown Northport on Main Avenue.

Pursuant to the investigation of the Executive Director Amy Martin of Northport, AL, of:
West Alabama Food and Wine Festival

318 Main Avenue

Northport, AL 35473

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

Recommendation:

It is recommended that the council approve this application.

Funding Source/GL Code:

Motion for Consideration:



To: The Alabama Alcoholic Beverage Control Board

_____ located at
_____ Northport, AL _____
submitted an application to the City of Northport, AL for the following
type(s) of license(s): _____.

Said application was Approved Disapproved

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

Tera Tubbs
City Administrator

Date