

NORTHPORT CITY COUNCIL MEETING
MONDAY, APRIL 6, 2026
5:30 PM

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. PRESENTATIONS

- a. Proclamation Recognizing Herndon, Hicks & Associates as Business of the Month
- b. Proclamation Recognizing Child Abuse Prevention Month

6. APPROVAL OF THE AGENDA

7. VISITORS TO ADDRESS THE COUNCIL

8. UNFINISHED BUSINESS

a. Ordinances and Resolutions of a Permanent Nature

9. NEW BUSINESS

a. Ordinances and Resolutions of a Permanent Nature

b. Resolutions of a Temporary Nature

- 1. Resolution authorizing the City Administrator to execute an agreement with the Alabama Department of Transportation for the cooperative maintenance of the public right-of-way with reimbursement - Brooke Starnes
- 2. Resolution Authorizing City Administrator to Execute a Master Services Agreement with Garver for Engineering Services - John Webb
- 3. Resolution Authorizing City Administrator to Execute Task Order Directive No. 1 to the Master Services Agreement with Garver - John Webb
- 4. Resolution Declaring An Emergency and Authorizing An Emergency Public Works Contract for Water Main Repair on McFarland Blvd, Apex Civil Construction, \$15,932.26 - John Webb
- 5. Resolution Authorizing Water Service Outside the City Limits for Property Located at 7671 Smith Jackson Road - Ron Davis
- 6. Resolution Authorizing the City Administrator to Execute a Contract with Rivertree Systems Inc. - Darren McGee
- 7. Resolution authorizing the City Administrator to execute an agreement with LexisNexis for Legal Software - Kim King
- 8. Resolution Authorizing the City Administrator to Execute a Master Service Agreement and Task Order Directive No. 1 with Tom Joiner & Associates, Inc. for 2026 Pavement Assessment Program - Brad Matthews
- 9. Resolution Awarding Bid File No. 26-06 for the Furnishing of Custodial Services for the Northport Community Center - Brooke Starnes
- 10. Resolution Revoking the Award of Bid File No. 26-01 for the Furnishing of Grounds Maintenance for Williamson Cemetery per Resolution No. 26-48 - Brooke Starnes
- 11. Resolution Awarding Bid File No. 26-01 for Furnishing of Grounds Maintenance for Williamson Cemetery to Great Outdoor Services - Brooke Starnes

c. Consent Agenda

- 1. Minutes, March 23, 2026 - Tera Tubbs
- 2. Bill Listing - Tera Tubbs
- 3. Purchase Requisition, Bion, Router Upgrade, \$15,606.00 - Scott Murphy
- 4. Purchase Requisition, Eight (8) Police Interceptors, Stivers Ford Lincoln, \$479,623.00 - Gerald Burton
- 5. Purchase Requisition, Laptops for PD Vehicles, \$5,855.48 - Gerald Burton

6. Purchase Requisition, Outsource Legal Services, Trussell, Funderburg, Rea, Bell & Furgerson, PC, \$24,394.65 - Ron Davis

10. PUBLIC HEARINGS

a. Engineering

b. Legal Department

c. Planning Inspections Department

1. Second Reading, Ordinance Ordering Demolition of an Unsafe Structure located at 1002 10th Street. - Julie Ramm

d. Police Department

11. CITY ADMINISTRATOR'S BUSINESS

12. MAYOR & COUNCIL MEMBER'S BUSINESS

13. EXECUTIVE SESSION

- a. Economic Development

14. ADJOURNMENT



DEPARTMENTAL SUMMARY OF REQUESTED ACTION THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.b.1.

MEETING DATE: April 6, 2026

SUBJECT: Resolution authorizing the City Administrator to execute an agreement with the Alabama Department of Transportation for the cooperative maintenance of the public right-of-way with reimbursement

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: C.C. Thompson

Approved By: Brooke Starnes

Summary:

Attached is a Resolution authorizing the City Administrator to execute the Alabama Department of Transportation Agreement for the Cooperative Maintenance of Public Right-of-Way with reimbursement. The agreement, prepared by the Alabama Department of Transportation (ALDOT), transfers the responsibility of maintaining the right-of-way along AL State Route 6 (AL-6), also known as US Route 82, and along AL State Route 13 (AL-13), also known as US Route 43, that fall within the Northport city limits from ALDOT to the City of Northport.

The agreement requires the City of Northport to keep the specified areas clean and attractive in appearance, including mowing, herbicide treatments, and litter pick-up as needed. The agreement requires that the areas be serviced at least four times a year, beginning May 1, 2026, for which ALDOT will reimburse the City of Northport \$13,480.73 per service, not to exceed a total of \$53,922.96, regardless of if the areas are serviced more than four times.

The Public Works Department maintains all the City's rights-of-way, including these ALDOT rights-of-way, on a continuous rotation throughout the year, particularly during the growing season. While this leads to the City servicing the ALDOT areas more than the agreement provides reimbursement for, the frequency has been deemed necessary to keep all roadways throughout the City of Northport neat and attractive for its citizens and visitors.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-40212 Amount: \$53,922.96

Motion for Consideration:

Passing of this Resolution will approve the acceptance of \$53,922.96 in revenue paid to the City of Northport by the Alabama Department of Transportation.

RESOLUTION NO. 26-

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH THE ALABAMA DEPARTMENT OF TRANSPORTATION FOR THE COOPERATIVE MAINTENANCE OF THE PUBLIC RIGHT-OF-WAY WITH REIMBURSEMENT

WHEREAS, the City Council is of the opinion that it is in the best interest of the citizens of the City of Northport that the right-of-way along AL State Route 6 (AL-6), also known as US Route 82, from mileposts 42.600 to 47.850 and AL State Route 13 (AL-13), also known as US Route 43, from mileposts 195.561 to 203.046 be maintained in such a manner as to present a positive image of the City to its visitors and citizens alike, and;

WHEREAS, the maintenance of this right-of-way will require the City to provide mowing, herbicide treatments, and litter pick-up along the rights-of-way at least four times a year, within the period beginning May 1, 2026, and;

WHEREAS, the Alabama Department of Transportation will pay the City of Northport \$13,480.73 per cycle, not to exceed the total of \$53,922.96, for providing right-of-way mowing, herbicide treatments, and litter pick-up along AL-6 and AL-13 within the above-referenced mileposts;

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

That the City Administrator is hereby authorized to execute this maintenance agreement with the Alabama Department of Transportation for the maintenance of the right-of-way along portions of AL-6 and AL-13 within the City of Northport limits for 2026.

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

CITY COUNCIL OF THE CITY OF NORTHPORT

Jamie Dykes, Its President

ATTEST:

Tera Tubbs, City Administrator

Reading: [REDACTED], 2026

Motion: _____

Second: _____

**ALABAMA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR THE COOPERATIVE MAINTENANCE
OF PUBLIC RIGHT OF WAY WITH REIMBURSEMENT**

County _____

Route Number _____

Milepost _____

Resolution Number _____

Associated Permits and/or Documents _____

FOR OFFICIAL USE ONLY

DATE RECEIVED FROM APPLICANT: ____/____/____

PERMIT NUMBER: _____

THIS AGREEMENT, entered into this the ____ day of _____, 20____, between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as ALDOT and _____ herein referred to as the APPLICANT in an effort to secure a more pleasing appearance on the roadside between _____

_____ on Route _____, the APPLICANT agrees to maintain the vegetative cover on the right-of-way by means of mowing with a flail or rotary mower and hand trimming such that a clean and attractive appearance is obtained. Mowing operations shall be conducted when the height of the vegetative cover reaches ____ inches and rescheduled in accordance with the planned frequency. In the event that shrubs and/or minor trees are planted within the area, trimming around the plant materials shall be done in conjunction with mowing to obtain a clean and attractive appearance. Clippings or other incidental debris (such as branches, trash, etc.) shall be removed if mounding of the clippings or other incidental debris occurs.

In accepting the above, ALDOT and the APPLICANT agree to do the following:

1. The APPLICANT will see that adequate sight distances are maintained for maximum public safety; otherwise ALDOT reserves the right to remedy this situation in the most expedient manner.
2. ALDOT is not responsible for the safety of the individual involved or taking part in this work during maintenance operations. All traffic control shall be the responsibility of the applicant and be in accordance with the latest version of the MUTCD currently in use by ALDOT.
3. If ALDOT construction (repair of drainage and traffic structures, crossovers and other minor construction) is done in the subject area, it will be the responsibility of ALDOT to establish a stand of vegetative cover if deemed necessary by ALDOT and then the APPLICANT's responsibility to maintain the vegetative cover as stipulated herein. In the event of major construction in the subject area, this Agreement shall be voided at a time designated by ALDOT.

April 2024

4. Any proposed work, whether being performed or accomplished, that is described within or with any associated proposal is subject to the inspection and approval of ALDOT. Should the APPLICANT fail to conform to the provisions of the Agreement, such failure shall be grounds for termination and shall be cause for ALDOT to assume the maintenance at the APPLICANT's expense and/or remove the work and restore the right-of-way to ALDOT's discretion at the expense of the APPLICANT. The APPLICANT agrees to pay ALDOT all such costs as a result. ALDOT shall provide thirty (30) days notice, in writing, or any termination.

5. A copy of this Agreement must be kept by all parties that sign the Agreement. The State of Alabama does not grant APPLICANT any right, title, or claim on any highway right-of-way.

6. The APPLICANT agrees to store no equipment, branches, mounds of clippings or plant debris of any kind or any other material on the shoulders of pavement and in the case of multi-lane highways, in the median. The pavement will be kept free from waste (clippings, mud and other debris) and equipment.

7. This Agreement is executed with the understanding that it is not valid until the APPLICANT has complied with all existing ordinances, laws and zoning boards that have jurisdiction in the county, city or municipality.

8. The APPLICANT will provide litter pick up as needed to insure a pleasing appearance along the roadside.

9. The APPLICANT may perform any herbicide treatments necessary to maintain the appearance of the roadside with written permission from ALDOT. This includes but is not limited to concrete islands, median barriers, curbs, and other structures. Herbicide treatments shall conform to the guidelines found in the current edition of *Chapter IV: ALDOT Herbicide Treatment Recommendations*. Treatments shall be applied by an individual in possession of a current Commercial Applicator Permit (ROW category) issued by the Alabama Department of Agriculture & Industries. Daily application reports shall be made available for review by ALDOT upon request.

10. Indemnification Provisions. Please check the appropriate type of applicant:

By entering into this agreement, the APPLICANT is not an agent of the State, its officers, employees, agents or assigns. The APPLICANT is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.

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If the applicant is an incorporated municipality or gas district then:

Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, ALDOT, its officers, officials, agents, servants, and employees, in both their official and individual capacities, from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the APPLICANT, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the APPLICANT its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives or employees, or anyone for whose acts the APPLICANT may be liable.

April 2024

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If the applicant is county government then:

The APPLICANT shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the APPLICANT shall protect, defend, indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officials, officers, servants, and employees, in their official capacities, and their agents and/or assigns.

For all claims not subject to Ala. Code § 11-93-2 (1975), the APPLICANT shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, servants, and employees, in both their official and individual capacities, and their agents and/or assigns from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives, employees or assigns.

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If the applicant is a state governmental agency or institution then:

The APPLICANT shall be responsible for damage to life and property due to activities of the APPLICANT of employees of APPLICANT in connection with the work or services under this Agreement. The APPLICANT agrees that its contractors, subcontractors, agents, servants, vendors or employees of APPLICANT shall possess the experience, knowledge and skill necessary to perform the particular duties required or necessary under this Agreement. The APPLICANT is a state institution and is limited by the Alabama Constitution in its ability to indemnify and hold harmless another entity. The APPLICANT maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by the APPLICANT. The APPLICANT has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury. The APPLICANT agrees ALDOT shall not be responsible for the willful, deliberate, wanton or negligent acts of the APPLICANT, or its officials, employees, agents, servants, vendors, contractors or subcontractors. The APPLICANT shall require, its contractors and its subcontractors, agents, servants or vendors, as a term of its contract with the APPLICANT, to include ALDOT as an additional insured in any insurance policy providing coverage for the work to be performed pursuant to and under this Agreement and to provide the APPLICANT a copy of the insurance policy declaration sheet confirming the addition of ALDOT thereto.

11. The APPLICANT agrees to provide pruning and/or trimming of plants in any existing or newly landscaped areas.

12. No new installation or removal of plantings is allowed on the right-of-way under this agreement.

13. The APPLICANT may perform adequate dressing and street sweeping on the routes included in this agreement which have curbs and gutters, maintaining a clean and attractive appearance of the roadway. If street sweeping is conducted, gutters shall be kept free of debris.

April 2024

14. The APPLICANT shall provide a minimum of _____ mowing cycle(s) per _____. Additional cycles will be at the discretion and expense of the APPLICANT. ALDOT will provide payment of \$_____ per cycle which includes all work covered by this agreement. The total payment shall not exceed the total of \$_____ for services provided. The APPLICANT shall supply ALDOT a schedule of cycle dates for the proposed routes listed in item 15. In addition, the APPLICANT shall notify ALDOT in writing 2 days prior to commencement of cycle and within one day of the completion of a cycle. ALDOT shall accept/decline the mowing cycle on each route in writing within 3 days of the APPLICANT completing that route. The first payment may be requested by the APPLICANT on or after May 1, _____, after completion of the first mowing cycle. The final payment may be requested by the APPLICANT on or after September 1, _____, at the completion of the final mowing cycle.

15. The routes and work limits included in this agreement are listed as follows:

<u>ROUTE</u>	<u>DESCRIPTION</u>	<u>MP BEGIN</u>	<u>MP END</u>

16. By entering into this agreement, the APPLICANT is not an agent of the State, its officers, employees, agents or assigns. The APPLICANT is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties. The APPLICANT, in accordance with the status of APPLICANT as an independent contractor, covenants and agrees that the conduct of APPLICANT will be consistent with such status, that APPLICANT will neither hold APPLICANT out as, or claim to be, an officer or employee of the STATE by reason hereof, and that APPLICANT will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of APPLICANT.

17. The APPLICANT specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

18. 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.

April 2024

19. 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 AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

20. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the STATE to the public right-of-way nor to increase, decrease or modify in any way the rights of the APPLICANT in performance of these maintenance activities.

22. For any and all other disputes arising under the terms of this contract regarding payment, APPLICANT's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

21. The term of this Agreement shall be for a period of one year, commencing on the ____ day of _____, 20____, and ending on the ____ day of _____, 20____.

April 2024

This Agreement is deemed to be executed on the date hereinabove set forth by the parties hereto in their respective names by those persons and officials thereunto duly authorized. Witness our hands and seals, this the ____ day of _____, 20____.

SEAL

ATTEST:

Legal Name of Applicant_____
Signature

By: _____

Authorized Signature for Applicant

Typed or Printed Name_____
Typed or Printed Name of Signee_____
Title_____
Title of Signee**FOR OFFICIAL USE ONLY****THIS AGREEMENT HAS BEEN LEGALLY REVIEWED AND APPROVED AS TO FORM:**

BY:

Legal Counsel for
Alabama Department of Transportation_____
Signature_____
Date**RECOMMENDED FOR APPROVAL:**

DISTRICT:

Printed Name_____
Signature_____
Date

AREA:

Printed Name_____
Signature_____
Date

REGION:

Printed Name_____
Signature_____
Date

DEPUTY

DIRECTOR, :

OPERATIONS

Printed Name_____
Signature_____
Date

**STATE OF ALABAMA
ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF TRANSPORTATION**

Transportation Director_____
Date

The forgoing agreement is hereby approved by the Governor of the State of Alabama this ____ Day of _____, 20____.

GOVERNOR OF ALABAMA



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

AGENDA ITEM NO. 9.b.2.

MEETING DATE: April 6, 2026

SUBJECT: Resolution Authorizing City Administrator to Execute a Master Services Agreement with Garver for Engineering Services

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Allison Martin

Approved By: John Webb

Summary:

The Utilities Department is requesting the City Council to authorize the City Administrator to execute a Master Services Agreement with Garver to provide engineering services. This agreement will allow Garver to perform studies, investigations, surveys, evaluations, assessments, consultations, reviews, inspections, recommendations and reports, and designs for the Utilities Department as set forth in specific Task Order Directives. No funding source is needed for the Master Services Agreement. Each Task Order Directive will be funded through an Operational or Capital budget account.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. N/A Amount:

Motion for Consideration:

I move to adopt the resolution Authorizing the City Administrator to Execute a Master Services Agreement with Garver for Engineering Services.

RESOLUTION NO. 26-

RESOLUTION AUTHORIZING CITY ADMINISTRATOR TO EXECUTE A MASTER SERVICES AGREEMENT WITH GARVER FOR ENGINEERING SERVICES

WHEREAS, the Utilities Department has identified needed engineering services for water and wastewater system master planning, and

WHEREAS, Garver is an experienced and established professional engineering company with expertise in performing studies, investigations, survey, evaluations, assessments, consultations, reviews, inspections, recommendations and reports, and designs for water and wastewater utilities, and

WHEREAS, the Utilities Department desires to enter into a Master Services Agreement with Garver for Engineering Services.

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 the Master Services Agreement with Garver for Engineering Services.
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 6th DAY OF APRIL 2026.

CITY COUNCIL OF THE CITY OF NORTHPORT

Jamie Dykes, Its President

ATTEST:

Tera Tubbs, City Administrator

Reading: _____, 2026

Motion: _____

Second: _____



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

AGENDA ITEM NO. 9.b.3.

MEETING DATE: April 6, 2026

SUBJECT: Resolution Authorizing City Administrator to Execute Task Order Directive No. 1 to the Master Services Agreement with Garver

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Allison Martin

Approved By: John Webb

Summary:

The Utilities Department is requesting the City Council to authorize the City Administrator to execute Task Order Directive (TOD) No. 1 to the Master Services Agreement with Garver. This TOD will cover Phase I of the Water Distribution and Wastewater Collection Master Plans. These Master Plans were projects approved in the 2026 Water and Sewer Capital Budget ordinance.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 50-39-600-81415

Amount: \$250,000.00

GL Code No. 50-39-600-81416

Amount: \$350,000.00

Motion for Consideration:

I move to adopt the resolution Authorizing the City Administrator to Execute Task Order Directive No. 1 to the Master Services Agreement with Garver.

RESOLUTION NO. 26-

**RESOLUTION AUTHORIZING CITY ADMINISTRATOR TO EXECUTE TASK
ORDER DIRECTIVE NO. 1 TO THE MASTER SERVICES AGREEMENT WITH
GARVER**

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

WHEREAS, Water Distribution System Master Plan and Wastewater Collection System Master Plan were both capital projects included in the 2026 Water & Sewer Capital budget ordinance, and

WHEREAS, the Utilities Department received a proposal from Garver for development of a comprehensive master plan for the City of Northport's water distribution and wastewater collection systems.

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 Task Order Directive No. 1 to the Master Services Agreement with Garver.
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 6th DAY OF APRIL 2026.

CITY COUNCIL OF THE CITY OF NORTHPORT

Jamie Dykes, Its President

ATTEST:

Tera Tubbs, City Administrator

Reading: , 2026

Motion: _____

Second: _____



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

AGENDA ITEM NO. 9.b.4.

MEETING DATE: April 6, 2026

SUBJECT: Resolution Declaring An Emergency and Authorizing An Emergency Public Works Contract for Water Main Repair on McFarland Blvd, Apex Civil Construction, \$15,932.26

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Allison Martin

Approved By: John Webb

Summary:

This resolution is declaring an emergency and authorizing an emergency public works contract with Apex Civil Construction, for a 12" water main repair between 51 McFarland Blvd., and 225 McFarland Blvd.

The Utilities Department is requesting that the Council approve the emergency resolution and the purchase requisition to Apex Civil Construction, in the amount of \$15,932.26, for a water main repair on McFarland Blvd.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 50-39-514-50306 Amount: \$15,932.26

Motion for Consideration:

I move to adopt the resolution declaring an emergency and authorizing an emergency public works contract with Apex Civil Construction for a water line repair between 51 McFarland Blvd and 225 McFarland Blvd, and authorize the City Administrator to approve the requisition for the repair.

RESOLUTION NO. 26-

**RESOLUTION DECLARING AN EMERGENCY AND AUTHORIZING AN
EMERGENCY PUBLIC WORKS CONTRACT FOR WATER MAIN REPAIRS ON
MCFARLAND BOULEVARD**

WHEREAS, a 12” water main had a major leak on the south side of McFarland Blvd. between 51 McFarland Blvd and 225 McFarland Blvd (across from the Wharf); and

WHEREAS, pursuant to Ala. Code §39-2-2(e) (1975) an emergency exists affecting the public health, safety, and/or convenience, in regard to a water main break on the south side of McFarland Blvd. Upon recommendation of the Utilities Department, the City Council determines that any delay in the immediate repair of the leak could substantially affect public health, safety, and/or convenience; and

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

- 1) The City Council approves the emergency public works contract for the water main repair on the south side of McFarland Blvd.
- 2) The City Administrator is hereby authorized to execute the necessary documents to proceed with the emergency public works contract, all by and as an act for and on behalf of the City of Northport.

RESOLVED AND DONE THIS 6TH DAY OF APRIL 2026.

CITY COUNCIL OF THE CITY OF NORTHPORT

Jamie Dykes, Its President

ATTEST:

Tera Tubbs, City Administrator

Reading: _____, 2026

Motion: _____

Second: _____



**City of Northport
Utilities Department**

Request for Emergency Public Works Contract

To: Office of City Attorney
From: John Powell Webb / Utilities
Subject: Emergency Public Works Contract Request
Date: 02/20/2026

I request that authorization be obtained from the City Council for an emergency public works contract without public advertisement for the following matter:

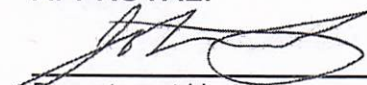
A 12" water main is has a major leak on the south side of McFarland Blvd (HWY 82), between 51 McFarland Blvd and 225 McFarland Blvd (across from the Wharf).

In my opinion, an emergency exists affecting the public health, safety, or convenience pursuant to Ala. Code §39-2-2(e). The reason for my opinion is as follows:

To maintain adequate water pressure in the distribution system and to prevent additional damage to the water main, an emergency contract with a qualified and licensed general civil contractor is necessary to repair the water main.

I further request this matter be promptly forwarded to the City Administrator and the matter also be placed before the Council for its consideration at its next regular scheduled meeting.

APPROVAL:



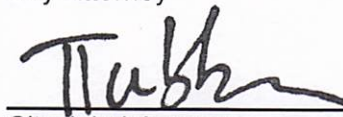
Department Head

02/20/2026
Date



City Attorney

2/20/26
Date



City Administrator

2/20/26
Date



INVOICE

13552 Wheat Circle, Coker AL 35452

Brian Wheat, PE, President

brian@apexcivilconstruction.com

205-361-5797

City of Northport
Hwy 82 Emergency Water Repair

BILL TO

City of Northport

Attention: John Powell Webb, 205-342-3636

jwebb@cityofnorthport.org

Invoice No: #2026_014

Invoice Date: 3/11/26

Dates Work Performed: 2-21-26

Description of Work: Mobilized on 2/20 and started work on 2/21. Dug down on the existing water main and found that the bottom of the 12" DI main was cracked. We cut out the broke section of the line and put approx. 6' of new pipe in with a sleeve on each side. Seeded and mulched the disturbed areas and demobilized on 2/23/26.

DESCRIPTION	QTY	UNIT PRICE	TOTAL
			\$ -
See attached Cost Breakdown and Invoices	1	\$ 15,932.26	\$ 15,932.26
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -

Thanks for your business!

Total \$ 15,932.26

Terms & Instructions

30 Days from Invoice

Contractor Cost Breakdown Form

Date: 3/11/2026 Engineer Name: Espy Professional Services
 Contractor Name: Apex Civil Construction, LLC. General Contractor Name: _____
 Project Name: City of Northport Hwy 82 Emergency Water Repair (Check One)
 Job Number: NA Initiated By: Owner/Engineer ☒
 ABC Job Number: NA Subcontract No: NA GC ☐
 Reference Change Proposal Request Number: 1 Subcontractor ☐

Brief Description of Work: Mobilized on 2/20 and started work on 2/21. Dug down on the existing water main and found that the bottom of the 12" DI main was cracked. We cut out the broke section of the line and put approx. 6' of new pipe in with a sleeve on each side. Seeded and mulched the disturbed areas and demobilized on 2/23/26

Item/Description	Quantity	Unit	Unit Cost	Amount		
				Materials	Labor	Equipment
Mobilization & Demobilization	1.00	LS	\$ 2,000.00			\$ 2,000.00
Ferguson Pipe & Supply (See attached Invoice)	1.00	LS	\$ 2,979.74	\$ 2,979.74		
Superintendent (Apex Civil)	12.00	HR	\$ 90.00		\$ 1,080.00	
Foreman (Double Time) (Apex Civil)	12.00	HR	\$ 80.00		\$ 960.00	
Operator (Double Time) (Apex Civil)	12.00	HR	\$ 70.00		\$ 840.00	
Labor (3 guys for 36 hrs total, Double Time) (Apex Civil)	36.00	HR	\$ 50.00		\$ 1,800.00	
Komatsu PC 228 Excavator	8.00	HR	\$ 150.00			\$ 1,200.00
Shoring Plates	1.00	LS	\$ 1,000.00			\$ 1,000.00
Work Truck & Tools	3.00	EA	\$ 150.00			\$ 450.00
Sub Totals:				\$ 2,979.74	\$ 4,680.00	\$ 4,650.00

Material: \$2,979.74
 Labor: \$4,680.00
 Burden: \$1,544.40 33.00% Labor only
 Equipment: \$4,650.00
 Subtotal: \$13,854.14 (Direct Cost)
 Overhead & Profit: \$2,078.12 15%
 Sales/Use Tax: \$0.00 0% Material only
Total Cost
Change \$15,932.26 ☒ Add ☐ Deduct



Signature: [Signature]
 Apex Civil Construction, LLC.
 Signature: _____
 City of Northport

**WATERWORKS**133 SHANNON LANE
SANTA ROSA BEACH, FL 32459

Please contact with Questions: 850-622-9166

APEX CIVIL CONSTRUCTION LLC
13552 WHEAT CIR
COKER, AL 35452

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1633683	\$3,277.71	53767	1 of 1

**PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:**FERGUSON WATERWORKS #1204
PO BOX 541079
ATLANTA, GA 30353-4079**MASTER ACCOUNT NUMBER: 2656400****SHIP TO:**COUNTER PICK UP
9015 ENERGY LANE
IN TUSCALOOSA CITY
NORTHPORT, AL 35476-3454

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
2574	2574	AL9163		574	12" DI	02/27/26	IO 106756
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
1	0	MJ4LA12	12 MJ C153 45 BEND L/A		EA	0.00	
2	2	MJLSLA12	12X12 MJ C153 LONG SLV L/A	463.270	EA	926.54	
20	20	AFT350P12	12 CL350 CL DI FASTITE PIPE	62.100	FT	1242.00	
2	2	FNWHHNGAZ34	3/4 HH NUT ZN A563 GR A 12PK 10TPI	10.250	PK	20.50	
2	2	FNWRCZ34	3/4 X 2-1/4 ROD COUP ZN 4PK	7.450	PK	14.90	
24	0	PSDLUG	DUC LUG		EA	0.00	
100	0	GATRF10	3/4X10 Z/PLT ATR		FT	0.00	
2	0	SPWPC12	12 SIGMA BELL REST F/ C900 *PVLOK		EA	0.00	
6	4	E1112DEC	12 MEGALUG EBAASEAL ACCY PKG F/ DI	193.950	EA	775.80	
INVOICE SUB-TOTAL							2979.74
TAX Tuscaloosa							297.97

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH
US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION.
PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN
NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

Remit to Change: Please make note of the updated remit to address above

Instead of paying by check, consider going to [Ferguson.com/billpay](https://ferguson.com/billpay) to learn about our free,
secure, and convenient online payment platform. Here you can find copies of invoices, pay
online, and enroll in our new auto-pay solution!

TERMS: NET 10TH PROX**ORIGINAL INVOICE****TOTAL DUE****\$3,277.71**

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in
addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available
upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.



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

AGENDA ITEM NO. 9.b.5.

MEETING DATE: April 6, 2026

SUBJECT: Resolution Authorizing Water Service Outside the City Limits for Property Located at 7671 Smith Jackson Road

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Allison Martin

Approved By: Ron Davis

Summary:

Mr. Caleb Little has property located at 7671 Smith Jackson Road, that cannot presently be annexed into the city because the property is not contiguous. The address is outside of the city limits and inside of the planning jurisdiction. He is requesting city water service. The Municipal Code allows this with the majority consent of the city council. The staff recommends this access be allowed. Per city code, all costs of this connection would be paid by the applicant and not by the City. In addition, we are adding the requirement that if, in the future, the property can be annexed, the property will be annexed into the city. If the property is not annexed, the City retains the right to terminate water services at that point.

Recommendation:

Approve

Funding Source/GL Code:

N/A

Motion for Consideration:

I move to adopt the resolution authorizing water service outside the city limits to be provided to Mr. Caleb Little at 7671 Smith Jackson Road, pursuant to the conditions in the resolution.

RESOLUTION NO. 26-

**RESOLUTION AUTHORIZING WATER SERVICE OUTSIDE THE CITY LIMITS
FOR PROPERTY LOCATED AT 7671 SMITH JACKSON ROAD**

WHEREAS, Mr. Caleb Little has property located at 7671 Smith Jackson Road, and has requested that he be allowed to obtain water from the City of Northport for this property; and,

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

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

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

- 1) As allowed by Northport Municipal Code Section 74-237, the City Council hereby agrees to provide water service to the property located at 7671 Smith Jackson Road, by majority vote of the City Council.
- 2) All costs of this connection shall be paid by the applicant and not by the City of Northport.
- 3) The applicant agrees that if at any time this property becomes contiguous to the city limits, the property will be annexed in the City of Northport. If the applicant or future owner of this property refuses to annex into the city, then the City reserves the right to terminate water services to this property at that time.

RESOLVED AND DONE THIS 6th DAY OF APRIL 2026.

CITY COUNCIL OF THE CITY OF NORTHPORT

Jamie Dykes, Its President

ATTEST:

Tera Tubbs, City Administrator

Reading: _____, 2026

Motion: _____

Second: _____



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

AGENDA ITEM NO. 9.b.6.

MEETING DATE: April 6, 2026

SUBJECT: Resolution Authorizing the City Administrator to Execute a Contract with Rivertree Systems Inc.

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Whitney Bostick

Approved By: Darren McGee

Summary:

This resolution will allow the City Administrator to extend our contract with Rivertree Systems Inc. for examination services. We have been in a contract with Rivertree Systems Inc. for several years for auditing/examination services. Rivertree Systems Inc. is a private auditing and collecting firm that audits for several municipalities throughout the State of Alabama. This is a three year contract with no changes from the prior years contracts.

Recommendation:

To adopt the resolution.

Funding Source/GL Code:

GL Code No. Amount: \$

Motion for Consideration:

I move to adopt the resolution authorizing the City Administrator to execute a contract with Rivertree Systems Inc. for examination services.

RESOLUTION NO.

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT FOR EXAMINATION SERVICES WITH RIVERTREE SYSTEMS INC.

WHEREAS, the Northport City Council authorizes an Agreement for Examination Services with Rivertree Systems Inc. for auditing and collection services; and

WHEREAS, said agreement is a three-year extension of the previous agreement.

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

1. That the City Administrator is hereby authorized to execute an Agreement for Examination Services with Rivertree Systems Inc.

RESOLVED AND DONE THIS 6TH DAY OF APRIL 2026.

CITY COUNCIL OF THE CITY OF NORTHPORT

Jamie Dykes, Its President

ATTEST:

Tera Tubbs, City Administrator

Reading: April 6, 2026

Motion: _____

Second: _____

STATE OF ALABAMA

COUNTY OF TUSCALOOSA

AGREEMENT FOR EXAMINATION SERVICES

THIS AGREEMENT made and entered into on this the ____ day of _____ 2026

by and between the **CITY OF NORTHPORT**, hereinafter referred to as the "Client", and **RIVERTREE SYSTEMS, INC.**, an Alabama corporation (hereinafter referred to as "RIVERTREE").

1. The Client desires to provide for the collection of all local taxes and fees, regardless of the jurisdiction in which a taxpayer subject to the Client's taxing power maintains its principal office, to provide that all taxpayers are treated equally and to provide that all tax related ordinances are uniformly and consistently applied. In order to accomplish these goals and objectives, the Client desires to retain the services of a company legally qualified as a "private auditing or collecting firm" as defined in the Alabama Taxpayers' Bill of Rights and Uniform Revenue Procedures Act, Code of Alabama (1975) §40-2A-1 et seq. (hereinafter the "Taxpayers' Bill of Rights") to perform audits and examinations of such taxpayers' books and records.

2. RIVERTREE is qualified as a private auditing or collecting firm under the Taxpayers' Bill of Rights and, as such, provides collection, examining and consulting services for local governments throughout the State of Alabama. RIVERTREE has represented to the Client that (i) it is knowledgeable of all laws and regulations applicable to private auditing or collecting firms, (ii) it provides its services in full compliance with all applicable laws and

regulations, and (iii) it obtains all of the legally required certifications, fidelity bonds, and legal letters of authority to act as a private auditing or collecting firm.

3. The Client desires to retain RIVERTREE as a private auditing firm to provide tax auditing and examination services under the terms and conditions, of this Agreement.

NOW, THEREFORE, PREMISES CONSIDERED, RIVERTREE and the Client hereby agree as follows:

1. **RIVERTREE SYSTEMS, Inc.** The Client and RIVERTREE hereby agree that RIVERTREE will provide the following services:
 - a) Identify and prepare a written list of "taxpayer candidates for examination "based on objective criteria to be agreed upon by RIVERTREE and the Client in advance of such work.
 - b) Pursuant to Code of Alabama (1975) §40-2A-13(d) upon first contact with the taxpayer, RIVERTREE shall disclose in writing the identity of the Client and all other clients represented by RIVERTREE and shall provide a copy of appropriate written authorization of RIVERTREE's representation from the Client and from any such other client.
 - c) Inspect and examine on behalf of the Client, all books, records and other documents of taxpayers assigned to be examined by the Client to determine to what extent, if any, the taxpayer owes the Client sales and use taxes, occupational taxes, license fees, lease taxes, tobacco taxes, gasoline taxes, and any other city tax, plus interest, penalties and other charges thereon, as directed by Client and in accordance with the ordinances, resolutions and regulations of the Client.
 - d) RIVERTREE acknowledges that Code of Alabama (1975) §40-2A-13(f) provides that when a private examining or collecting firm represents more than one county, city or town on the date it first contacts a taxpayer, the private examining or collecting firm shall examine the taxpayer's books and records for all such counties, cities or towns simultaneously. Therefore, when conducting examinations initiated by other RIVERTREE clients (counties or other cities and towns), RIVERTREE will include Client on the list of entities for which the examination is being conducted. In the event RIVERTREE examines a taxpayer on behalf of other RIVERTREE clients who have not enacted the same taxes as Client, then RIVERTREE's audit of such taxpayer shall include all such taxes of Client.

- e) Perform examinations of taxpayer's records in accordance with "*The Minimum Standard Examination Program*" established by the Alabama Local Tax Institute of Standards and Training (the "Minimum Standards").
- f) Report to the Client that information necessary for the Client to assess the taxpayer's sales and use taxes, license fees, lease taxes, and all other County taxes, plus interest, penalties and other charges thereon for transactions which RIVERTREE reasonably believes may have resulted in an obligation of the taxpayer to pay such taxes to the Client.
- g) Prepare and present to the Client a "Findings Report," which shall include, at a minimum, all information required to prepare a written report under the Minimum Standards and a summary thereof on each examination performed. In the event RIVERTREE's audit indicates that a particular taxpayer has no tax Liability to the Client, RIVERTREE shall provide the Client a written report including the name of the taxpayer audited, the types of tax for which the taxpayer was examined and found to have no liability, and the audit period.
- h) Provide full cooperation to the Client in the preparation of any legal documents, attend any judicial, administrative, departmental, appellate or other legal hearings and be available to testify at hearings that may be required to collect any amounts due to the Client from the taxpayer.
- i) Pursuant to the Code of Alabama (1975) §40-2A-1 3(h) RIVERTREE shall notify the taxpayer if any tax overpayments are discovered and the taxpayer is due any refunds from the Client, or if the taxpayer owes any tax to the Client.
- j) Any additional or incidental services which are allowable by law and are reasonably necessary in order to carry out RIVERTREE's obligations under this Agreement.

RIVERTREE shall collect all taxes with checks payable to the CITY OF NORTHPORT.

2. Compensation. It is understood that each RIVERTREE client will only pay a prorated portion of total audit costs when RIVERTREE is conducting examinations for multiple clients at one time. Client agrees to pay RIVERTREE its prorated portion of each audit's total audit costs which shall consist of **seventy-five dollars (\$75.00) per hour**.

RIVERTREE shall be paid monthly based upon hours worked submitted to the Client by the fifteenth (15th) day of the month for the month next proceeding. The parties

acknowledge that the Code of Alabama (1975) §40-2A-6 specifically prohibits the Client from entering into any contract or arrangement with a private examining or contracting firm for the examination of a taxpayer's books on a contingency fee basis and agree that RIVERTREE's compensation under this Agreement is not in any way contingent upon or otherwise related to the amounts discovered during examinations nor contingent upon or related to amounts finally received by the Client.

Billing to Clients

1. The client will receive an Invoice Billing along with a check (made to client) for billable worked hours.
2. The client will receive a Billing Invoice on Final Assessments once a certified mail receipt is received for the Taxpayer. The audit package will be forwarded to the clients to provide an Administrative Law Judge Hearing, if self-administered, or start Legal Action. Rivertree will assist on all hearing matters.
3. Erroneously "Paid Tax" audits, Rivertree Systems will hold the "Notice of Tax Due" for 90-days to allow a refund from the "wrong jurisdiction." Once the 90-days has expired, the Refund Petition, Notice of Tax Due, tax billings, and audit work papers will be forwarded to the client to handle the "underpayment." An invoice will be attached for hours worked.
4. On Client Requested Reviews, at a minimum of 4-hours will be invoiced even if "No Findings."

3 Representations and Warranties. RIVERTREE represents and warrants as follows:

- a. RIVERTREE is a corporation valid and existing and in good standing under the laws of the State of Alabama.
- b. As of the effective date of the Agreement, RIVERTREE and any employee, agent, or independent auditor/examiner of RIVERTREE providing services under this Agreement, shall have obtained all licenses and bonds necessary or appropriate to perform RIVERTREE's obligations under this Agreement and all such licenses and bonds shall be current and in good standing, and shall be maintained throughout the term of this Agreement.
- c. RIVERTREE and its employees, agents and independent auditors/examiners agree to comply with all current and future laws, rules and regulations applicable to all services provided by RIVERTREE under this Agreement,

including, but not limited to, the Local Tax Simplification Act of 1998, the Alabama Local Tax Procedures Act of 1998 and the Taxpayers' Bill of Rights are currently in effect and hereafter amended.

- d. RIVERTREE agrees to comply with all laws and regulations relating to the employees of RIVERTREE, including, without limitation, all tax withholding requirements and worker's compensation laws.

4. **Change in Law.** The parties agree that in the event of any conflict between the requirements of any applicable law and the terms of this Agreement, then the requirements of such applicable law shall control. If any law applicable to the services provided by RIVERTREE under this Agreement shall be amended, or otherwise changed following the effective date of this Agreement, and the Client, in its sole discretion, determines that such amendment, modification or change in the law shall impair or frustrate the Client's purposes for entering into this Agreement, then the Client shall have the option to terminate this Agreement as provided in Paragraph 10 below.

5. **Requirements of Examiners.** All examiners employed by RIVERTREE shall meet all requirements of the Taxpayers' Bill of Rights and other current or future applicable law. At a minimum, all such examiners shall (i) be certified public accountants or accountants licensed by the State Board of Public Accountants, or (ii) be certified by the Alabama Local Tax Institute of Standards and Training, and (iii) maintain fidelity bonds in accordance with the Code of Alabama (1975) §40-23-30, as currently in effect and hereafter amended, and (iv) maintain a business license as required by Code of Alabama (1975) §40-12-2, as currently in effect and hereafter amended. If any assessment based on an audit by RIVERTREE is invalidated due to lack of proper certification of RIVERTREE's auditors, RIVERTREE must either provide an audit of the assessed taxpayer conducted by a certified auditor or reimburse

Client for all amounts paid to RIVERTREE in connection with the audit. RIVERTREE shall indemnify and hold Client harmless from any loss in revenues arising from or in connection with any invalidated assessment based upon an audit conducted by RIVERTREE if such invalidation is due to lack of proper certification of RIVERTREE 's auditors or due to any other fault of RIVERTREE.

6. **Inspection.** The Client reserves the right at all reasonable times to inspect the documents, information, taxpayer examination system and procedures of RIVERTREE to ensure that RIVERTREE and its employees, agents, and independent auditors/examiners are complying with the terms of this Agreement and all applicable laws. Any such inspection or any lack of inspection by the Client, however, shall not be deemed to waive the requirements of, or excuse the foregoing from complying with, the terms of this Agreement and all applicable laws.

7. **Confidentiality of Tax Information.** RIVERTREE and its employees, agents, and independent auditors/examiners shall not print, publish or divulge the return of any taxpayer or any part of a return or any information or data supplied by the Client or secured in arriving at the amount of the tax value reported and shall act in conformance with all current and future federal, state and local laws and regulations concerning the confidentiality of tax information, including, but not limited to, the Taxpayers' Bill of Rights (collectively, the "Confidentiality Laws"). All principals, officers, employees and independent auditors/examiners of RIVERTREE involved with the services provided by RIVERTREE under this Agreement, prior to undertaking such services, shall execute an agreement in form and context acceptable to the Client binding such principals, officers, employees and independent auditors/examiners to observe the Confidentiality Laws.

8. **Independent Contractor.** The parties agree that RIVERTREE is and shall at all times be considered an independent contractor and neither it nor its employees or its independent auditors/examiners shall be considered employees of the Client or entitled to any rights or benefits accorded to employees of the Client. RIVERTREE and the Client affirm that this Agreement does not create a partnership or joint venture and that no expressed, implied or apparent rights are intended to inure to any third parties under the terms and conditions herein.

9. **Term.** This Agreement shall be effective as of the date set forth in the preamble and will continue for a period of 3 year(s) from the date unless terminated as herein provided. Pursuant of the Code of Alabama (1975-40-2A-12, this Agreement shall not be renewed or extended beyond such three-year term: provided, however, that parties may negotiate a new contract concerning the subject matter of this Agreement to become effective following expiration of this Agreement.

10. **Default.** If RIVERTREE shall fail in any respect to comply with the terms of this Agreement, the Client shall notify RIVERTREE in writing of the matters with regard to which default is asserted, and RIVERTREE shall have thirty (30) days to cure such default. If RIVERTREE fails to either cure such default within said time, then the Client may terminate this Agreement at any time thereafter by giving written notice to RIVERTREE of its election to terminate.

11. **Termination.** Either party may terminate this Agreement by giving the other party written notice of termination at least ninety (90) days prior to the effective date of termination. Notwithstanding the foregoing, this Agreement shall be terminated automatically, without notice, if RIVERTREE, for any reason loses or foregoes its license

required under Code of Alabama (1975) §40-2A-13 or §40-2A-14. RIVERTREE shall provide the Client all documentation, records, reports, and examinations as of the effective date of the termination with a final itemized statement of fees due.

12. Assignment; Subcontracting of Services. Client acknowledges and agrees that RIVERTREE may retain auditors or examiners on an independent contractor basis to provide the services described in this Agreement and Client consents to RIVERTREE's retention of such auditors or examiners provided, however, that any such auditor or examiner must meet all criteria applicable to auditors and examiners under law or under this Agreement and provided further that all terms and conditions of this Agreement, including but not limited to indemnities, applicable to services provided by RIVERTREE shall apply to any work performed by such auditors and examiners. RIVERTREE shall maintain and, upon Client's request, shall provide to Client a list of all auditors and examiners authorized to provide services on behalf of RIVERTREE. Except as provided in this Paragraph 12, RIVERTREE shall not assign any of its rights or obligations under this Agreement or enter into an agreement with any person, entity or subcontractor to perform the obligations of RIVERTREE under this Agreement. Any such assignment or other agreement by RIVERTREE shall be null and void.

13. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Northport, Alabama. Either party may terminate the

mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution, then any disputes not resolved by mediation shall be decided in the Circuit Court of Tuscaloosa County, Alabama and governed by the laws of the State of Alabama between the CITY OF NORTHPORT and RIVERTREE.

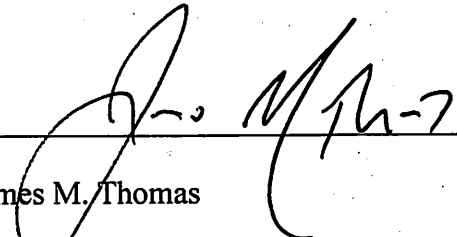
IN WITNESS WHEREOF, the undersigned parties, through their duly authorized officers, have executed this Agreement on the year and day first above written.

CITY OF NORTHPORT

By: _____

Title: _____

RIVERTREE SYSTEMS, INC.

A handwritten signature in black ink, appearing to read "J. M. Thomas", is written over a horizontal line.

James M. Thomas

PRESIDENT



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

AGENDA ITEM NO. 9.b.7.

MEETING DATE: April 6, 2026

SUBJECT: Resolution authorizing the City Administrator to execute an agreement with LexisNexis for Legal Software

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Kim Braughton

Approved By: Kim King

Summary:

The Legal Department is respectfully requesting the City Council authorize the City Administrator to enter a three (3) year agreement with LexisNexis, a division of RELX, Inc. for approval of legal software. This software aids in legal research and includes an AI component. After consideration of other legal software trials and pricing, the Legal Department determined that LexisNexis would be the best software to meet the needs of the department. The Legal Department respectfully requests approval of the software agreement.

Recommendation:

Approve the Resolution.

Funding Source/GL Code:

GL Code No. 01-16-000-50111 Amount: 1st Term 4/1/2026 - 3/31-2027 \$75/month
2nd Term 4/1/2027 - 3/31/2028 & \$745/month
3rd Term 4/1/2028 - 3/31/2029 \$783/month

Motion for Consideration:

I move to adopt the resolution authorizing the City Administrator to execute an agreement with LexisNexis for legal software.

RESOLUTION NO. 26-

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH LEXISNEXIS FOR LEGAL SOFTWARE

WHEREAS, the City of Northport Legal Department is in need of legal research software; and

WHEREAS, after consideration of other software trials, the Legal Department has determined that LexisNexis would be the best software to meet the needs of the department.

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 an agreement with LexisNexis, a division of RELX, Inc., for a three (3) year term.
2. The City Administrator is further authorized to approve any requisitions and/or documents related to this agreement.

RESOLVED AND DONE THIS 6th DAY OF APRIL 2026.

CITY COUNCIL OF THE CITY OF NORTHPORT

Jamie Dykes, Its President

ATTEST:

Tera Tubbs, City Administrator

Reading: April 6, 2026

Motion: _____

Second: _____

EXHIBIT “A”



**LEXIS+®/LEXIS+ AI™ SUBSCRIPTION
AGREEMENT FOR STATE/LOCAL
GOVERNMENT**
(NEW SUBSCRIBER VERSION)

"Subscriber" Name: Northport, AL Legal Department
Account Number: 4258RLT78
"LN": LexisNexis, a division of RELX Inc.

1. Subscription Agreement

LexisNexis, a division of RELX Inc. ("LN") grants Subscriber a non-exclusive, non-transferable limited license to access and use Lexis+ AI and the materials available therein ("Materials") pursuant to terms set forth in the LexisNexis General Terms and Conditions ("General Terms") and the pricing set forth in the Price Schedule ("Price Schedule") (the General Terms together with the Price Schedule is collectively referred to as the "Subscription Agreement"), both of which are incorporated herein by reference. Subscriber may view and print the Subscription Agreement at: <https://www.lexisnexis.com/en-us/terms/GovtAcademic/terms.page>.

2. Certification

2.1 Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

Number of Government Professional Users:	3
---	----------

2.2 A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. 1 ID may be issued to support staff for each Government Professional User accounted for above.

2.3 Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.

2.4 If Subscriber, at the time of signing this Agreement has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

2.5 Subscriber acknowledges that the pricing and menus provided to Subscriber in this Agreement depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Agreement there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.

- (i) At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.
- (ii) If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

3. Lexis+ AI Product and Charges

3.1 This Section 3 amends the Subscription Agreement with respect to the Lexis+ AI product offering described below. The term of Subscriber's commitment for the Lexis+ AI product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 3.2 below (the "Committed Term"). Subscriber may not terminate this Agreement for convenience under General Terms during the Committed Term. Notwithstanding the foregoing, Subscriber may terminate this Agreement during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach.



**LEXIS+®/LEXIS+ AI™ SUBSCRIPTION
AGREEMENT FOR STATE/LOCAL
GOVERNMENT**
(NEW SUBSCRIBER VERSION)

If Subscriber terminates this Agreement pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

Lexis+ AI Content & Features		
Product	SKU Number	Number of Users
AL National Government Package	1537086	3
Lexis+™ Practical Guidance - State & Local Government	1534660	3
City and County Attorney Premium Library	1011966	3
Lexis+™ AI Access - Ask & Summarize	1547529	3
Lexis+™ AI Access - Drafting	1547532	3

3.2 In exchange for access to the Lexis+ AI Content, Feature and/or Service set forth in Section 3.1 above, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Committed Term	Monthly Commitment
4/1/2026 - 3/31/2027	\$75
4/1/2027 - 3/31/2028	\$745
4/1/2028 - 3/31/2029	\$783

3.3 Some of the Online Services may allow Authorized Users to upload documents within the LN Online Services, known as the Vault ("Vault"). Subscriber may elect to disable the Vault for its Authorized Users by initialing below.

To have the Vault disabled for your Authorized Users, initial here

(Initial)

3.4 During the Term, LN may make content and features available to Subscriber that are not included in the Lexis+ AI Content described above at an additional charge ("Out of Plan Materials"). Authorized Users trying to access Out of Plan Materials will be notified of the additional charges before the materials are displayed. If an Authorized User accesses the Out of Plan Materials, Subscriber will pay the transactional charge(s) displayed at the time of access. If Subscriber does not initial below, Out of Plan Materials will be excluded from Authorized User's search.

To have Out of Plan Materials available for your Authorized Users, initial here

(Initial)

3.5 Use of Lexis+ AI under this Agreement is available to Subscriber and its Authorized Users (defined in the General Terms).

3.6 LN may temporarily suspend access to Lexis+ AI until all unpaid amounts are paid in full. No claims directly or indirectly related to this Agreement with respect to amounts billed or payments made under this Agreement may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

4. Closed Offer

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before 4/30/2026.



**LEXIS+®/LEXIS+ AI™ SUBSCRIPTION
AGREEMENT FOR STATE/LOCAL
GOVERNMENT
(NEW SUBSCRIBER VERSION)**

5. Confidential Information

Subject to any state open records or freedom of information statutes, this Agreement contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN and will receive and maintain this Agreement in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Agreement.

6. Support and Training

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis+ AI through:

- (a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (c) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Agreement.

7. Miscellaneous

7.1 This Agreement does not bind either party until it has been accepted by both parties. Subscriber may accept this Agreement by signing below. LN will accept this Agreement by providing Subscriber with access to Lexis+ AI or by signing below.

7.2 If Subscriber issues a purchase order in connection with the Agreement, Subscriber acknowledges and agrees that the purchase order shall be for Subscriber's internal purposes only and shall not modify or affect any of the other terms or conditions for access to the Online Services.

LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AGREEMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.

AGREED TO AND ACCEPTED BY:

Subscriber: Northport, AL Legal Department	
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	
Printed Name:	_____
Job Title:	_____
Date:	_____



**LEXIS+[®]/LEXIS+ AI[™] SUBSCRIPTION
AGREEMENT FOR STATE/LOCAL
GOVERNMENT
(NEW SUBSCRIBER VERSION)**

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]

Authorized Signature:	
Name:	
Job Title:	
Date:	



LEXIS+®/LEXIS+ AI™ SUBSCRIPTION
AGREEMENT FOR STATE/LOCAL
GOVERNMENT
(NEW SUBSCRIBER VERSION)

CUSTOMER INFORMATION (Please type or print):		
Organization Name: (Full Legal Name)	Northport, AL Legal Department	
Billing Frequency:	☐ Monthly	☐ Annually
Physical Address		Invoice Address
Street Address:		
City:		
State:		
Zip:		
County:		
Telephone:		
Fax:		
Parent Company: (if applicable)		

Type of Organization:

☐ Legislative ☐ Judicial ☐ Executive

Professional User: N/A

Practicing Area of Law: N/A

Support Staff: N/A

Employer Identification Number: N/A

Bar No: N/A

Issuing State: N/A

Date Issued/Expiration Date: N/A

Organization Web Address:

Tax Exempt: ☐ Yes (attach Sales Tax Exemption Certificate) ☐ No
MSA: ☐ Yes ☒ No

Tax ID No:

State Contract No: N/A
(If applicable)
PO No: N/A
(If applicable)

Contacts:

	Name	Telephone	Email
Installation:			
Billing:			
Policy/Legal Notification:			
Scheduling/Training:			



LEXIS+®/LEXIS+ AI™ SUBSCRIPTION
AGREEMENT FOR STATE/LOCAL
GOVERNMENT
(NEW SUBSCRIBER VERSION)

Name _____ Telephone _____
Super Admin: _____
Email _____ IP Address _____

N/A

CUSTOMER ID INFORMATION (Please type or print)			
ID HOLDERS' NAMES (additional sheet attached ☐)	ID HOLDERS' TITLES/POSITIONS	ID HOLDERS' EMAIL ADDRESSES	LOCATION/ADDRESS

THIS ADDENDUM (the "Addendum") is made as of 4/1/2026 (the "Effective Date") by and between LexisNexis, a division of RELX Inc. ("LN"), and Northport, Alabama Legal Department ("Subscriber") under the following circumstances:

- A. LN and Subscriber entered into Lexis+ AI dated 4/1/2026 - 3/31/2029 (the "Agreement").
- B. This Addendum amends and supplements the terms of the Agreement.

NOW, THEREFORE, LN and Subscriber hereby agree as follows:

1. In consideration for the extraordinary pricing provided to Subscriber during the initial reduced monthly payment period listed in the Agreement, including any promotional time provided at no additional cost, (the "Promotional Period", indicated by an asterisk in the Agreement) Subscriber hereby agrees that:

- (a) If Subscriber materially breaches the terms of the Agreement or this Addendum and does not cure the breach as required by the Agreement, OR
- (b) If Subscriber terminates the Agreement early for any reason other than due to LN's uncured breach, THEN

Subscriber agrees to pay to LN, in addition to the damages stated in the Agreement, an amount equal to the difference between the aggregate amount of the charges applicable to Subscriber's use of the Online Services (as well as any additional services provided, if applicable) during the Promotional Period at its standard, undiscounted rates and the aggregate amount that Subscriber paid to LN under the Agreement during the Promotional Period. The foregoing shall be in addition to any other remedies that LN may have at law or in equity with regard to Subscriber's infringement of intellectual property belonging to LN or its third-party suppliers of data, misappropriation of proprietary data, or breaches of confidential obligations.

2. Except as expressly modified by this Addendum, all terms and conditions of the Agreement shall remain in full force and effect.

Northport, Alabama Legal Department

LexisNexis, a division of RELX Inc.

BY: _____

BY: _____

NAME: _____

NAME _____

TITLE: _____

TITLE _____

DATE: _____

DATE: _____



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

AGENDA ITEM NO. 9.b.8.

MEETING DATE: April 6, 2026

SUBJECT: Resolution Authorizing the City Administrator to Execute a Master Service Agreement and Task Order Directive No. 1 with Tom Joiner & Associates, Inc. for 2026 Pavement Assessment Program

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 Tom Joiner & Associates, Inc. for a Master Service Agreement for the City of Northport 2026 Pavement Assessment Program with Task Order Directive No. 1. The scope of the master service agreement includes professional services for pavement management, road evaluation, engineering design, and construction-phase services. Task Order Directive No. 1 scope will include pavement condition assessment and pavement management program development from reviewing pavement condition scores updated to reflect roadways that have been resurfaced or reconstructed. The Task Order Directive No. 1 fee is not to exceed \$40,000.00.

Recommendation:

That the requested requisition be approved.

Funding Source/GL Code:

GL Code No. 19-32-000-60062 Amount: \$40,000.00

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 with Tom Joiner & Associates, for the 2026 Pavement Assessment Program, not to exceed \$40,000.00.

RESOLUTION NO. 26-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A
MASTER SERVICE AGREEMENT AND TASK ORDER DIRECTIVE NO.1 WITH
TOM JOINER & ASSOCIATES, INC. FOR THE 2026 PAVEMENT ASSESSMENT
PROGRAM**

WHEREAS, a proposal received from Tom Joiner & Associates, Inc. for a Master Service Agreement for the City of Northport 2026 Pavement Assessment Program with Task Order Directive No. 1; and,

WHEREAS, the scope of the master service agreement includes professional services for pavement management, road evaluation, engineering design, and construction-phase services; and,

WHEREAS, Task Order Directive No. 1 to include pavement condition assessment and pavement management program development from reviewing pavement condition scores updated to reflect roadways that have been resurfaces or reconstructed; and,

WHEREAS, the funding will not exceed a total of \$40,000.00 for the City of Northport.

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 Master Service Agreement and Task Order Directive No. 1 with Tom, Joiner & Associates for the City of Northport 2026 Pavement Assessment Program, not to exceed \$40,000.00.

RESOLVED AND DONE THIS 6th DAY OF April 2026.

CITY COUNCIL OF THE CITY OF NORTHPORT

Jamie Dykes, Its President

ATTEST:

Tera Tubbs, City Administrator

Reading: April 6, 2026

Motion: _____

Second: _____

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is made and entered into this ____ day of _____, 2026, by and between the City of Northport, Alabama ("City") and Tom Joiner and Associates, Inc. ("Consultant").

1. Purpose

Establish a continuing professional services relationship for pavement management, roadway evaluation, engineering design, and construction-phase services.

2. General Scope of Services

- Pavement condition assessment
- Pavement management program development
- Engineering design and bid documents
- Bid phase services
- Construction engineering and inspection (CE&I)
- Program management support

3. Task Order Authorization

All services shall be performed through written Task Orders.

4. Anticipated Future Task Orders

Future Task Orders may include design, bid, and CE&I services for the 2026 paving program.

5. Compensation

Defined per Task Order. See Exhibit B for Rate Schedule.

6. Term

Until terminated by either party.

7. Exhibits

Exhibit A – Task Order No. 1

Exhibit B – Rate Schedule

Exhibit C – Future Task Orders

CITY OF NORTHPORT, ALABAMA

By: _____

Name: _____

Title: _____

Date: _____

TOM JOINER AND ASSOCIATES, INC.

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

Task Order No. 1

Pavement Condition Assessment & Pavement Management Program Development

City of Northport, Alabama

Tom Joiner and Associates, Inc.

TASK ORDER NO. 1

PROPOSAL FOR PAVEMENT CONDITION ASSESSMENT & PAVEMENT MANAGEMENT PROGRAM DEVELOPMENT

City of Northport, Alabama

1. INTRODUCTION

Tom Joiner and Associates, Inc. (TJA) is pleased to submit this proposal to provide Pavement Condition Assessment and Pavement Management Program (PMP) development services for the City of Northport, Alabama.

TJA understands the City's need for a data-driven, defensible approach to evaluating pavement conditions, prioritizing maintenance and rehabilitation projects, and supporting long-term capital planning. This proposal outlines a practical methodology that builds upon the City's existing pavement data while selectively updating and verifying conditions to reflect current roadway conditions.

2. PROJECT UNDERSTANDING

The City of Northport maintains a roadway network consisting of local streets, collectors, and arterial roadways with varying ages, traffic demands, and maintenance histories. The City previously completed a pavement condition assessment in 2019 and has completed paving projects since that time.

The objective of this effort is to convert existing and updated data into a usable pavement management tool that allows City staff and decision-makers to understand current conditions, forecast future needs, and evaluate funding scenarios.

3. SCOPE OF SERVICES

Task 1 – Data Review, Update, and Field Verification

TJA will review the City's existing pavement condition data, including the 2019 pavement condition assessment and records of paving completed since that time. Pavement condition scores will be updated to reflect roadways that have been resurfaced or reconstructed.

To validate and refine the dataset, TJA will perform targeted field verification consisting of:

- Field review and updated pavement condition scoring for the bottom 25 percent of roadway segments based on condition.

- Field verification of approximately 10 percent of the remaining roadway segments to ensure pavement deterioration over the past five years is accurately represented.

Updated pavement condition scores will be incorporated into the City's dataset and used as the basis for subsequent analysis.

Task 2 – Pavement Condition Analysis

Using the updated dataset, TJA will analyze pavement conditions and categorize roadway segments into standardized condition groups such as Excellent, Good, Fair, Poor, and Very Poor. Network-level summaries will be prepared by lane miles, pavement type, and functional classification.

Task 3 – Deterioration Modeling

TJA will develop pavement deterioration curves representative of Northport's roadway network using available historical data and industry-standard methodologies. These curves will be used to forecast future pavement conditions under existing maintenance practices and funding levels.

Task 4 – Treatment Strategy Development

TJA will work collaboratively with City of Northport staff to identify acceptable pavement maintenance and rehabilitation strategies for various roadway conditions and classifications.

The City will provide prior bid tabulations for public infrastructure projects that included paving. These bid data will be used to develop planning-level cost assumptions to support project prioritization and long-term budgeting. Additionally, from this task a decision matrix will be developed for the city to use on future paving projects.

Task 5 – Pavement Management Program Development

TJA will develop a pavement management model capable of ranking roadway segments by priority, forecasting future pavement conditions, evaluating multiple funding scenarios, and estimating long-term maintenance and rehabilitation needs. The model will be delivered in an editable, user-friendly format. The model will be designed so that the City will be able to edit and run for future updates.

Task 6 – Reporting and Recommendations

TJA will prepare a final report summarizing existing conditions, projected future conditions, recommended strategies, estimated funding needs and a five year plan for the City's roadways. A PowerPoint presentation will be prepared for City staff to use during City Council and stakeholder presentations.

4. DELIVERABLES

- Updated pavement condition dataset
- Pavement condition summary tables and figures
- Pavement deterioration curves
- Pavement treatment decision matrix (User Friendly for City Use)
- Pavement management model (editable format for City Use)
- Final report or technical memorandum
- PowerPoint presentation for City Council and stakeholder use

5. INFORMATION TO BE PROVIDED BY THE CITY

- GIS data for City streets and roadways
- All available pavement condition scoring data
- Copy of the 2019 Pavement Condition Report
- Records of all streets paved within the last six (6) years
- Public infrastructure project bid tabulations that included paving work

6. PROJECT SCHEDULE

Upon authorization to proceed and receipt of required data, TJA anticipates completing the project within eight (8) to twelve (12) weeks.

7. FEE

TJA proposes to provide these services on a lump-sum basis. The fee for completing the discussed scope and deliverables shall be not to exceed \$40,000.

8. CLOSING

Tom Joiner and Associates appreciates the opportunity to assist the City of Northport in managing and preserving its roadway infrastructure and looks forward to working collaboratively with City staff.

EXHIBIT B

Rate Schedule

City of Northport, Alabama

Tom Joiner and Associates, Inc.

PROFESSIONAL FEE SCHEDULE

2026

Tom Joiner & Associates, Inc.

Senior Professional (KPH).....	\$170.00/hour
Senior Professional Geologist (RTW)	\$170.00/hour
Senior Professional Engineer (JDM).....	\$170.00/hour
Professional Engineer – KRJ	\$140.00/hour
Staff I Professional	\$100.00/hour
Staff II Professional.....	\$88.00/hour
Engineering Project Manager	\$125.00/hour
GIS Technician	\$70.00/hour
Field Technician.....	\$70.00/hour
Drafting Technician.....	\$70.00/hour
Clerical Personnel.....	\$55.00/hour
Analyst	\$75.00/hour

EXHIBIT C

Future Task Orders

City of Northport, Alabama

Tom Joiner and Associates, Inc.

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

**MASTER AGREEMENT TO FURNISH THE CITY OF NORTHPORT,
ALABAMA ENGINEERING SERVICES FOR CITY OF NORTHPORT 2026 PAVEMENT ASSESSMENT
PROGRAM AND RELATED SERVICES BY TASK ORDER DIRECTIVE NO.1**

WHEREAS, the City of Northport ("City") desires to enter into an agreement with Tom Joiner & Associates, Inc. ("Engineer"), whereby Engineer will provide engineering services for the City of Northport 2026 Pavement Assessment Program, and,

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

THIS AGREEMENT is made and entered into on this the ____ day of _____, 2026, by and between the City of Northport, Alabama, a Municipal Corporation, Post Office Box 569, Northport, Alabama, 35476, hereinafter sometimes referred to as the "CITY" or the "OWNER" and the firm of Tom Joiner & Associates, Inc., a professional Engineering Firm, located at 517 Energy Center Boulevard, Northport, AL 35473, 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 continuing services relationship for pavement management, roadway evaluation, engineering design, and construction-phase services.

TOD No. 1:

The proposed scope of services for Task Order Directive No. 1 includes reviewing the City's existing pavement condition data, including the 2019 pavement condition assessment and records of paving completed since that time. Pavement condition scores will be updated to reflect roadways that have been resurfaced or reconstructed. Updated pavement conditions scores will be incorporated into the City's dataset and used as the basis for subsequent analysis.

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:

- Tom Joiner & Associates, Inc.
- Project Chief Consultant: Jarrod Milligan, PE

- 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: Jarrod Milligan, PE
Tom Joiner & Associates, Inc.
517 Energy Center Boulevard
Northport, AL 35473

- 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 – Task Order No.1

Exhibit B. Rate Schedule

Exhibit C. Future Task Orders

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: April 6, 2026

SUBJECT: Resolution Awarding Bid File No. 26-06 for the Furnishing of Custodial Services for the Northport Community Center

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: C.C. Thompson

Approved By: Brooke Starnes

Summary:

The Public Works Department advertised and received bids for providing specified custodial services at the Northport Community Center as needed, beginning April 14, 2026, and ending March 31, 2027. A total of three proposals were submitted, and their bid amounts are listed in the attached Exhibit A.

The lowest bidder was Your Next Real Step, charging \$75.00 per Service Visit and \$25.00 per hour Emergency Call-out rate.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-46-000-50570 Amount: TBD

Motion for Consideration:

I move to adopt this resolution awarding Bid File No. 26-06 to Your Next Real Step for the Furnishing of Custodial Services for the Northport Community Center.

RESOLUTION NO. 26-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTHPORT,
ALABAMA, AWARDING BID FILE NO. 26-06 FOR FURNISHING CUSTODIAL
SERVICES FOR THE NORTHPORT COMMUNITY CENTER**

WHEREAS, on Wednesday, March 25, 2026, the Department of Public Works received proposals for Bid File No. 26-06 for Furnishing Custodial Services for the Northport Community Center; and,

WHEREAS, said bid was for providing specified custodial services at the Northport Community Center as needed, beginning April 14, 2026, and ending March 31, 2027; and

WHEREAS, the lowest bidder was Your Next Real Step, charging \$75.00 per Service Visit and \$25.00 per hour Emergency Call-out rate.

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

1. That Bid File No. 26-06 is hereby awarded to Your Next Real Step, the bidder having the lowest prices in the bid tabulation attached as Exhibit "A".
2. That the City Administrator is hereby authorized to approve, as needed, the purchase requisitions for the Furnishing of Custodial Services for the Northport Community Center from said bid file.

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

CITY COUNCIL OF THE CITY OF NORTHPORT

Jamie Dykes, Its President

ATTEST:

Tera Tubbs, City Administrator

Reading: [REDACTED], 2026

Motion: _____

Second: _____

EXHIBIT "A"
BID TABULATION

City of Northport Bid File No. 26-06

**FURNISHING OF CUSTODIAL SERVICES FOR
NORTHPORT COMMUNITY CENTER**

BID OPENING: Wednesday, March 25, 2026 at 9:00 am

BIDDER	QTY	COST OF SERVICE VISIT (PER OCCURRENCE)	EMERGENCY CALL-OUT RATE (PER HOUR)
Trinity Cleaning & Restoration	1	\$130.00	\$90.00
Your Real Next Step	1	\$75.00	\$25.00
Beacon Cleaning Services	1	\$160.00	\$110.00



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

AGENDA ITEM NO. 9.b.10.

MEETING DATE: April 6, 2026

SUBJECT: Resolution Revoking the Award of Bid File No. 26-01 for the Furnishing of Grounds Maintenance for Williamson Cemetery per Resolution No. 26-48

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: C.C. Thompson

Approved By: Brooke Starnes

Summary:

The City Council for the City of Northport, Alabama passed Resolution No. 26-48 to award Bid File No. 26-01 for Furnishing of Grounds Maintenance for Williamson Cemetery to Rotolo Consultants, Inc. on Monday, March 2, 2026, per the recommendation of the Public Works Department, and based on the fact that they submitted the lowest qualified bid.

Rotolo Consultants, Inc. (RCI) has since serviced Williamson Cemetery three different times, and each time the work was inspected by multiple Public Works Department employees and deemed unsatisfactory. Specific details of what needed to be addressed to achieve acceptable results were shared with pictures and descriptions with multiple RCI management level employees via phone calls, text messages, emails, and onsite meetings. In addition to the subpar quality of work, RCI has failed to correct the problems in a timely manner or show a commitment to improving their service in order to meet the City's expectations.

RCI has also neglected to provide a schedule of the dates of their planned service visits as required as part of the job.

The Public Works Department is respectfully requesting approval to terminate Rotolo Consultants, Inc.

Recommendation:

Approve

Funding Source/GL Code:

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

Motion for Consideration:

I move to adopt this resolution revoking Resolution 26-48 awarding Bid File No. 26-01 for the Furnishing of Ground Maintenance to Rotolo Consultants, Inc.

RESOLUTION NO. 26-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTHPORT, ALABAMA,
REVOKING THE AWARD OF BID FILE NO. 26-01 FOR FURNISHING OF GROUNDS
MAINTENANCE FOR WILLIAMSON CEMETERY PER RESOLUTION NO. 26-48**

WHEREAS, on Monday, March 2, 2026, the City Council for the City of Northport, Alabama passed Resolution No. 26-48 to award Bid File No. 26-01 for Furnishing of Grounds Maintenance for Williamson Cemetery to Rotolo Consultants, Inc.; and,

WHEREAS, said Bid File lists specifications for the description of work in Section C, Article 1; and

WHEREAS, Rotolo Consultants, Inc. repeatedly failed to meet the listed specifications in Section C, Article 1, in particular, Item (b) Trash Removal, Item (c) Mowing, Item (d) Weed Eating and Edging, Item (e) Leaf and Debris Removal, Item (l) Quality Control and Supervision, and Item (m) Performance;

WHEREAS, said Bid File states in Section B, Article 2, Item (d) that the contractor must furnish a written maintenance schedule to the City of Northport within ten days of award; and

WHEREAS, Rotolo Consultants, Inc. has not provided the written maintenance schedule; and

WHEREAS, said Bid File states in Section A, Article 13, Item (a) that the City of Northport reserves the right to cancel the contract without cause by giving ten working days written notice to the contractor.

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

1. That Resolution No. 26-48 is hereby revoked.
2. That the Department of Public Works is hereby authorized to send written notice to Rotolo Consultants, Inc. cancelling all agreements and required services related to Bid File No. 26-01 for the Furnishing of Grounds Maintenance for Williamson Cemetery.

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

CITY COUNCIL OF THE CITY OF NORTHPORT

Jamie Dykes, Its President

ATTEST:

Tera Tubbs, City Administrator

Reading: [REDACTED], 2026

Motion: _____

Second: _____



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

AGENDA ITEM NO. 9.b.11.

MEETING DATE: April 6, 2026

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

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: C.C. Thompson

Approved By: Brooke Starnes

Summary:

The Public Works Department advertised and received bids for 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.

The bid was originally awarded to the lowest bidder, but due to that company's failure to meet job specifications, we are respectfully requesting the approval to award Bid File No. 26-01 for the Furnishing of Grounds Maintenance for Williamson Cemetery to the second-lowest qualifying bidder, Great Outdoor Services, for the price of \$19,600.00 per year and totaling \$58,800.00 over the three-year service period.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-40-000-50360 Amount: \$58,800.00

Motion for Consideration:

I move to adopt this resolution awarding Bid File No. 26-01 to Great Outdoor Services for the Furnishing of Ground Maintenance for Williamson Cemetery.

RESOLUTION NO. 26-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTHPORT,
ALABAMA, AWARDED BID FILE NO. 26-01 FOR FURNISHING OF GROUNDS
MAINTENANCE FOR WILLIAMSON CEMETERY (2026-2028)**

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

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

WHEREAS, Resolution No. 26-48 awarding said bid to the lowest responsible bidder meeting specifications has since been revoked due to the bidder's failure to meet job specifications; and

WHEREAS, the second lowest responsible bidder meeting specifications was Great Outdoor Services, LLC, charging \$19,600.00 per year and totaling \$58,800.00 over the three-year service period.

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

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

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

CITY COUNCIL OF THE CITY OF NORTHPORT

Jamie Dykes, Its President

ATTEST:

Tera Tubbs, City Administrator

Reading: [REDACTED], 2026

Motion: _____

Second: _____

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

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

[illegible]

Opened By: Matthew Knight

Witnessed By: Michaela McGuire



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

AGENDA ITEM NO. 9.c.1.
MEETING DATE: April 6, 2026
SUBJECT: Minutes, March 23, 2026

Prepared By: Malorie Mixon

Approved By: Tera Tubbs

Summary:

The attached document includes minutes from March 23, 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 23, 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 & PLEDGE OF ALLEGIANCE: The Invocation and Pledge of Allegiance were led by Council President Dykes.

ROLL CALL: The following members were present:

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

A quorum was declared present. Mayor Phillips and City Administrator Tubbs were also present.

PRESENTATIONS: None.

APPROVAL OF THE AGENDA: Approved as printed.

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

VISITORS TO ADDRESS THE COUNCIL: William Scott Hamner, 6923 43rd Street, requested increased enforcement of handicapped parking regulations throughout the City. Mr. Hamner recommended contacting Chris at The University of Alabama for potential guidance and enforcement suggestions.

UNFINISHED BUSINESS: None.

NEW BUSINESS

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

Offered by: Dykes

First Reading – Resolution consenting to the Vacation of Public Right-of-way for a portion of Bridge Avenue. 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, the resolution will appear for a second reading and public hearing on April 20, 2026.

Offered by: Higdon

Resolution 26-54 authorizing the City Administrator to execute contract for Legal Services pertaining to AFFF PFAS Litigation. 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.

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

Resolution 26-55 authorizing the City Administrator to Execute ABC Approval Letter to Spirits, Inc. d/b/a Spirits 1 for Sale of Consumable Hemp Products. 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.

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

Resolution 26-56 authorizing a Supplement to the Tax Certificate and Agreement relating to the General Obligation Warrants Series 2023. 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.

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

Resolution 26-57 authorizing the City Administrator to execute a lease agreement with Warrior Baseball for Kentuck Park. This Lease Agreement allows Warrior Baseball to continue using the baseball and softball fields at Kentuck Park to practice and play games.

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

Resolution 26-58 authorizing City Administrator to execute Merchandise Operator License Agreement with Prep Baseball for merchandise sales at River Run Park. This agreement allows Prep Baseball to sell merchandise and operate the Park Store(s) at River Run Park.

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

Resolution 26-59 authorizing the City Administrator to execute Real Estate License and Sponsorship Agreement with Baseball Lifestyle 101, LLC for merchandise sales at River Run Park. This agreement allows Baseball Lifestyle 101, LLC to sell merchandise at River Run Park Store.

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

Resolution 26-60 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. This resolution will 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.

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

Resolution 26-61 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. 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.

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

Resolution 26-62 Authorizing the City Administrator to Execute Change Order No. 2 with Dominion Construction Co. Inc., for Downtown Sidewalk and Streetscape Improvements, Phase III. 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.

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

Resolution 26-63 Requesting Classification of Hospital Drive and a portion of 3rd Street under the Highway Functional Classification System. 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.

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

Resolution 26-64 Authorizing the City Administrator to Execute an Agreement with Duncan Coker Associates for Smithfield Gardens Storm Drainage Improvements. This resolution will 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.

Motion: Conger | **Second:** Washington **Vote:** Motion carried. Higdon, abstained

Resolution 26-65 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. 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.

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

Resolution 26-66 Authorizing City Administrator to Execute Engineering Services Contract with Espy Professional Services for Hightown Water Tank Rehabilitation. 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.

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

CONSENT AGENDA

Approved with the deletion of Item 21.

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

Items included:

1. Minutes of March 2, 2026 – Tera Tubbs
2. Bill Listing – Tera Tubbs
3. Purchase Requisition: Boardman, Carr, Petelos, Watkins, Ogle & Howard, P.C., outsourced legal services rendered through January 2026, in relation to City Council orientation, \$17,755.50.
4. Purchase Requisition: Bishop Brooks, LLC, outsourced legal services rendered in February 2026, in connection with the University Beach Project, \$6,562.50.
5. Purchase Requisition: ByteSpeed, six (6) computers as part of the 2026 Computer Replacement Project. These computers are for multiple departments, \$7,800.00.
6. Purchase Requisition: Dell Marketing, ten (10) computers for the 2026 Computer Replacement Project. These computers are for multiple departments, \$19,978.30.
7. Purchase Requisition: LeCroy Richardson P.C., Invoice #4 for Audit Expenses related to Fiscal Year 2025 Audit. The audit will include multiple components that collectively comprise the basic financial statements of the City for fiscal year ending September 30, 2025. Total amount is \$16,175.00 split between water and sewer, \$3235.00, and general fund, \$12,940.00.
8. Purchase Requisition: 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.
9. Purchase Requisition: 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.
10. Purchase Requisition: 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.
11. Purchase Requisition: 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.
12. Purchase Requisition: 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.
13. Purchase Requisition: 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.
14. Purchase Requisition: 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.

15. Purchase Requisition: One Source, \$6,749.60 for 12 new chairs for the PD Conference Room.
16. Purchase Requisition: Paradise Marine Center, one Alweld 1856 Boat, one Tohatsu 40HP Tiller Handle Motor, and one Loadmaster Trailer for a total of \$14,696.00. This is part of the FY2026 Capital Budget that was approved by Council on March 2, 2026.
17. Purchase Requisition: Central Alabama Training Solutions, two Task Force Tip Deck Guns with Detachable Bases (one for EN1, one for EN4), \$13,990.00.
18. Purchase Requisition: AFS Foundation & Waterproofing Specialist, \$18,613.32. 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. This expense has been designated as a Capital Funds budget item.
19. Purchase Requisition: 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.
20. Purchase Requisition: Epic Equipment & Service Solutions, LLC, \$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. 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. This expense has been designated as a Capital Funds budget item.
21. DELETED: Purchase Requisition: New Zero-Turn Mower; Tuskaloosa Lawn Equipment, \$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.
22. Purchase Requisition: 2027 International Knuckle Boom Truck; Ingram Equipment Company; \$261,601.00. 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.
23. Purchase Requisition: Elevator Door Repairs for the Public Safety Compound; Otis Elevator Company, \$22,100.00. 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. This will 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.
24. Purchase Requisition: 95 Gallon Residential Garbage Carts; Otto Environmental Systems - \$31,500.00. 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.

PUBLIC HEARINGS

ENGINEERING DEPARTMENT: None.

LEGAL DEPARTMENT: None.

PLANNING & INSPECTIONS DEPARTMENT

Second Reading – Ordinance 2296 adopting 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.

There were no speakers to address the council.

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

Second Reading – Ordinance 2297 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.

There were no speakers to address the council.

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

Second Reading – Ordinance 2298 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.

There were no speakers to address the council.

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

POLICE DEPARTMENT

West Alabama Food and Wine Festival – ABC License Approved. An application was made to the City of Northport for an ABC license. 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 made by this department and no record of the individual was found.

There were no speakers to address the council.

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

CITY ADMINISTRATOR’S BUSINESS: None.

MAYOR & COUNCIL MEMBERS’ BUSINESS

Tuscaloosa County High basketball team congratulated for winning the 7A state championship, their first since 1960. Special mention of Coach Weeks for his commitment and achievement; awarded "Coach of the Year" for 7A boys basketball.
Northport Farmers Market grand opening scheduled for Saturday, March 28th.
Easter wishes extended to all, with mention that the holiday falls in two weeks.
Northport Bunny Trail event is ongoing in downtown Northport; winding down soon. Pet Eggstravaganza event planned for March 29th.
Promotion of an upcoming food and wine festival within the district; tickets available for purchase.

ADJOURNMENT

Time: 6:02 p.m. **Motion:** Higdon | **Second:** Washington **Vote:** Motion carried unanimously.

Jamie Dykes, It’s President

ATTEST:

Tera Tubbs, City Administrator



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

AGENDA ITEM NO. 9.c.2.
MEETING DATE: April 6, 2026
SUBJECT: Bill Listing

Unfinished Business:
Public Hearing:

New Business:
First Reading:

Consent Agenda: X
Second Reading:

Prepared By: Stacey Beynon

Approved By: Tera Tubbs

Summary:

Attached is the bill listing for consideration. Council may remove any bill for individual consideration.

Recommendation:

Recommendation that this request be passed.

Funding Source/GL Code:

Motion for Consideration:

With approval of the Consent Agenda, the attached bill listing is hereby approved and said action is reflected in the official minutes of the City Council meeting.



Payment Dates 3/19/2026 - 4/1/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
FirstPoint Collection Resources..	106139	03/18/2026	Debt collection fees	144.97
Sentell Engineering	INV0042376	03/12/2026	ROW Refund Permit #ROW24...	725.00
Katie Nabors	INV0042486	03/17/2026	NPCC Security Deposit Refund...	100.00
Valerie Williams	INV0042487	03/17/2026	NPCC Security Deposit Refund...	100.00
Omega Rez 3A LLC	INV0042606	03/18/2026	Business License Overpayment..	14.30
Sain Associates Inc	57677	03/19/2026	Safe Streets for All Demo Gran...	1,519.99
MICKEY'S BACKHOE SERVICE I...	INV0042665	03/19/2026	ROW Deposit Refund ROW26-...	725.00
MICKEY'S BACKHOE SERVICE I...	INV0042667	03/19/2026	ROW Deposit Refund ROW26-...	725.00
UOC Real Estate LLC	INV0042739	03/23/2026	BL Overpayment Refund	39.00
				4,093.26
Department: 15 - Administrative				
Midstates Petroleum Company	INV0042417	03/16/2026	Acct 10211 Admin	691.40
Northport Auto Supply Co. Inc.	101023119	03/17/2026	HR #4898 - battery, wipers, ta...	229.42
TC Fencing LLC	1767	03/17/2026	repairs to fence behind City Ha..	375.00
Burnum-Hahn Exterminators I...	INV0042411	03/16/2026	Monthly Pest Control - Admin	79.00
Alabama Power Company	INV0042421	03/16/2026	SB23192-17002 Admin	6,516.42
Alabama Power Company	INV0042421	03/16/2026	SB23192-17002 Admin	1,823.95
Alabama Power Company	INV0042421	03/16/2026	SB23192-17002 Admin	267.99
Alabama Power Company	INV0042421	03/16/2026	SB23192-17002 Admin	414.96
Department 15 - Administrative Total:				10,398.14
Department: 16 - Legal				
Kimberly King	INV0042119	03/06/2026	Reimbursement - Kim K. Lodgi...	267.10
Department 16 - Legal Total:				267.10
Department: 17 - Municipal Court				
A T & T Mobility	287288439796X03062026Cou...	03/10/2026	Acct 287288439796	43.27
Department 17 - Municipal Court Total:				43.27
Department: 22 - Information Technology				
T-Mobile US Inc.	INV0042173	03/10/2026	Acct 976900299	236.72
A T & T Mobility	287288439796X03062026IT	03/10/2026	Acct 287288439796	122.60
Spectrum Business	INV0042160	03/10/2026	4900 Mitt Lary rd 8314 10 234...	193.12
Comcast Cable	INV0042314	03/11/2026	3721 26th Ave OFC 8396 90 0...	358.58
Comcast Cable	INV0042432	03/16/2026	3500 McFarland Blvd Side 2 8...	63.88
A T & T	6820163119	03/23/2026	831-001-3720 096	549.62
A T & T	8316342116GF	03/23/2026	831-001-2475 849 GF	2,687.92
Comcast Cable	INV0042730	03/23/2026	1781 Harper Rd 8396 90 014 ...	325.34
Comcast Cable	INV0042769	03/24/2026	3721 26th Ave 8396 90 014 0...	192.92
Dell Marketing LP	10866084725	03/24/2026	Dell Pro 14 - 512 Laptop Stand...	1,450.22
Dell Marketing LP	10866084733	03/24/2026	Dell Pro 14 - 512 Laptop Stand...	1,450.22
Dell Marketing LP	10866092630	03/24/2026	Dell Pro 14 - 512 Laptop Stand...	1,450.22
Dell Marketing LP	10866092649	03/24/2026	Dell Pro 14 - 512 Laptop Stand...	1,450.22
Dell Marketing LP	10866119893	03/24/2026	Dell Pro 14 - 512 Laptop Stand...	1,450.22
Dell Marketing LP	10866125839	03/24/2026	Dell Pro 14 - 512 Laptop Stand...	1,450.22
ByteSpeed LLC	INV0184367	03/24/2026	ByteSpeed B760S Mini Desktop	1,300.00
ByteSpeed LLC	INV0184368	03/24/2026	ByteSpeed B760S Mini Desktop	1,300.00
ByteSpeed LLC	INV0184370	03/24/2026	ByteSpeed B760S Mini Desktop	1,300.00
ByteSpeed LLC	INV0184372	03/24/2026	ByteSpeed B760S Mini Desktop	1,300.00
ByteSpeed LLC	INV0184379	03/13/2026	B660T Mini PC	14,300.00
Dell Marketing LP	10866206919	03/24/2026	2X Dell Pro Max Tower Desk...	8,376.54
Dell Marketing LP	10866263874	03/24/2026	Dell Pro 14 - 512 Laptop Stand...	2,900.44
Spectrum Business	177395401031426	03/23/2026	Acct 177395401	119.99
Comcast Cable	INV0042736	03/23/2026	1101 MLK 8396 90 014 02071...	483.66
Amazon Capital Services	1NQF-RWRD-V13L	03/16/2026	Dell Thunderbolt Docking Stat...	133.60
Amazon Capital Services	1NQF-RWRD-V13L	03/16/2026	ViewSonic 24" Monitor	121.35

Expense Approval Report

Payment Dates: 3/19/2026 - 4/1/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Comcast Cable	266376021GF	03/23/2026	Acct 931094268	10,258.14
J & J Telephone Inc.	818523	03/16/2026	Acct 23929	425.37
Amazon Capital Services	1HXN-6HYG-N997	03/17/2026	ViewSonic 24" Monitor	242.70
Comcast Cable	INV0042799	03/16/2026	3500 McFarland Blvd OFC 839...	472.57
Xerox Corporation	41773123GF	03/19/2026	contract Charges 3/10-4/9/26	121.48
J & J Telephone Inc.	819286	03/19/2026	Acct 28228	2,808.10
Department 22 - Information Technology Total:				59,395.96
Department: 25 - Finance				
Rivertree Systems Inc.	Nport260	03/12/2026	Northport Audit on Shearer S...	562.50
LeCroy Richardson P.C.	8084	03/24/2026	Consent 3/23/26 - FY25 Audit ...	12,940.00
Northport Gazette The	INV0042437	03/16/2026	adv ord 2294 adopt gf ws capi...	81.90
Department 25 - Finance Total:				13,584.40
Department: 26 - Human Resources				
River Oaks Employee Assistan...	001124	03/20/2026	Quarterly Fee January-March ...	2,220.66
Vision Security Technologies	30873	03/13/2026	Employee ID Badge Cards	1,080.90
DCH Occupational Medicine	00027361 -00	03/17/2026	NewHire/Post-Accident/Rand...	1,058.00
Badgepass Inc.	INV136955	03/23/2026	Badge Printer Supplies Retrans...	217.00
Staples Business Advantage	6059162166	03/26/2026	File Cabinet	859.99
Department 26 - Human Resources Total:				5,436.55
Department: 28 - Planning & Inspections				
A T & T Mobility	287288439796X03062026PZ	03/10/2026	Acct 287288439796	43.27
Northport Gazette The	INV0042381	03/13/2026	Legal Ad and 1/4 Page Ad - Ru...	165.00
Northport Gazette The	INV0042383	03/13/2026	Legal Ad and 1/4 Page Ad - Ru...	225.00
Northport Auto Supply Co. Inc.	101025161	03/26/2026	PL #1703 - parts for PM servic...	82.87
Northport Gazette The	INV0042435	03/16/2026	adv ord 2295 annexing 1.90 ac...	218.25
Northport Gazette The	INV0042439	03/16/2026	ZBA Agenda Ad Run 3/11/26	80.10
Amazon Capital Services	1MGT-F3QW-CQWV	03/20/2026	PZBI Office Supplies	317.68
Amazon Capital Services	1V6M-7CDJ-VVNW	03/23/2026	PZBI Toner	1,060.00
Department 28 - Planning & Inspections Total:				2,192.17
Department: 32 - Engineering				
Logo Station	20986	03/17/2026	Engineer Inspectors Uniform L...	70.00
Amazon Capital Services	1KRG-63WD-HFK1	03/12/2026	Office Supplies	8.86
Ready Mix USA LLC	9453268718	03/19/2026	Rose Blvd. Ped Imp. - Concrete	604.60
Ready Mix USA LLC	9453279914	03/23/2026	Rose Blvd. Ped Imp. - Concrete	509.20
Amazon Capital Services	1TMF-9WNW-YFG7	03/23/2026	CREDIT PO 26-1794	-13.01
Ready Mix USA LLC	9453296664	03/25/2026	Rose Blvd. Ped Imp. - Concrete	714.60
Thompson Engineering Inc	260102100-046	03/26/2026	QCI ADEM Training - Inspectors	190.00
Alabama Power Company	INV0042422	03/16/2026	SB23192-17002 Engineering	516.83
Alabama Power Company	INV0042422	03/16/2026	SB23192-17002 Engineering	30,125.08
Department 32 - Engineering Total:				32,726.16
Department: 33 - Police				
SPX Aids to Navigation LLC	90343099	02/05/2026	Yearly Monotoring Invoice for ...	960.00
TRUCKWORX HOLDING CO INC	1130217560.C	03/11/2026	PO 266-0106	20.52
TRUCKWORX HOLDING CO INC	1130218243.C	03/11/2026	BATTERY-AGM 12 VOLT, GRP ...	22.50
Northport Auto Supply Co. Inc.	101017867	03/11/2026	CC APPROVED 10.6.25; PM pa...	5.70
TRUCKWORX HOLDING CO INC	1130219110.C	03/11/2026	6T 750A BATTERY -Core	180.00
Tuscaloosa Tire & Service Cen...	N297553	03/17/2026	CC APPROVED 10.6.25; tires - ...	571.68
TRUCKWORX HOLDING CO INC	1130219801.C	03/11/2026	Credit	-20.52
Alabama Dept of Workforce	E127072	03/23/2026	Elevator Certificate of Operati...	100.00
Tuscaloosa Tire & Service Cen...	N297575	03/25/2026	CC APPROVED 10.6.25; tires - ...	733.98
TRUCKWORX HOLDING CO INC	1130219871.C	03/11/2026	PO 26-0106	22.50
Galls LLC	034184544	03/23/2026	BLANKET	15.77
Tuscaloosa Tire & Service Cen...	N297660	03/25/2026	CC APPROVED 10.6.25; tires - ...	656.68
Tuscaloosa Tire & Service Cen...	N297665	03/25/2026	CC APPROVED 10.6.25; tires - ...	766.08
Northport Auto Supply Co. Inc.	101021758	03/11/2026	CC APPROVED 10.6.25; PM pa...	4.00
Tuscaloosa Tire & Service Cen...	N297686	03/18/2026	CC APPROVED 10.6.25; tires - ...	699.82
DCH Occupational Medicine	00027361 -00	03/17/2026	NewHire/Post-Accident/Rand...	258.32
A T & T Mobility	287288439796X03062026PD	03/10/2026	Acct 287288439796	2,651.95
Midstates Petroleum Company	INV0042420	03/16/2026	Acct 10208 PD	13,351.96

Expense Approval Report

Payment Dates: 3/19/2026 - 4/1/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Stop Stick LTD	0041807-IN	03/23/2026	Traffic Supplies - Stop Stick	1,606.00
Galls LLC	034259393	03/23/2026	BLANKET	57.85
Pop's Shop Inc.	034663	03/10/2026	PD #0659 - accident repairs (in...	1,897.05
Spire	INV0042139	03/09/2026	3721 26th Ave 1177523333	56.41
Galls LLC	034271983	03/23/2026	BLANKET	57.85
Galls LLC	034272019	03/23/2026	BLANKET	57.85
Galls LLC	034272021	03/23/2026	BLANKET	57.85
Northport Auto Supply Co. Inc.	101023141	03/17/2026	brake parts & supplies for PD ...	350.68
Global Industrial	124173528	03/11/2026	closet sensor for 1st floor men...	588.49
Northwest Supply Co. Inc.	1020298	03/17/2026	! flange repair kit for PD recor...	5.98
Northwest Supply Co. Inc.	1020301	03/17/2026	! flange repair kit for PD recor...	1.90
CDW Government LLC	AI3XA9Ec	03/13/2026	Police VPN Software Renewal	8,668.75
Fred Robertson Wrecker Servi...	B61420-1	03/11/2026	towing for PD vehicles as nee...	125.00
TRUCKWORX HOLDING CO INC	1130221357.C3	03/11/2026	Credit	-45.00
TRUCKWORX HOLDING CO INC	1130221357.C5	03/11/2026	6T 750A BATTERY -Core	-180.00
Shatter Tactical LLC	GLN13WEI-0002	03/16/2026	Shatterball rescue tool/glass b...	425.00
Amazon Capital Services	133Q-Y6GP-NFVF	03/23/2026	Animal Traps	159.98
Alabama Animal Control Assoc...	26304	03/23/2026	AACA Basic ACO Class - Vargas	375.00
Jacob Morris	E/8406759	03/23/2026	Morris - fuel reimbursement	41.73
Northport Auto Supply Co. Inc.	101025928	03/17/2026	CC APPROVED 10.6.25; PM pa...	61.92
Northport Auto Supply Co. Inc.	101025973	03/17/2026	CC APPROVED 10.6.25; PM pa...	4.00
Northport Auto Supply Co. Inc.	101026018	03/17/2026	CC APPROVED 10.6.25; PM pa...	4.00
Northport Auto Supply Co. Inc.	101026175	03/18/2026	PD #435 - spark plugs + boots ...	97.95
TRUCKWORX HOLDING CO INC	1130221639	03/18/2026	batteries for PD vehicles (BL-1)	178.20
TRUCKWORX HOLDING CO INC	1130221641	03/19/2026	batteries for PD vehicles (BL-1)	158.62
NITV Federal Services LLC.	16797	03/17/2026	CVSA Training - Clark	795.00
NITV Federal Services LLC.	16798	03/17/2026	CVSA Training - Guzewicz	795.00
Tuscaloosa Tire & Service Cen...	N297910	03/18/2026	CC APPROVED 10.6.25; tires - ...	237.37
Cummins Mid-South LLC	C2-260337926	03/20/2026	PD Compaound - generator re...	275.99
Burnum-Hahn Exterminators I...	INV0042413	03/16/2026	Monthly Pest Control PD	179.00
Alabama Power Company	INV0042424	03/16/2026	SB23192-17002 PD	2,166.72
Alabama Power Company	INV0042424	03/16/2026	SB23192-17002 PD	6,542.02
Alabama Power Company	INV0042424	03/16/2026	SB23192-17002 PD	1,367.17
Triple Point Industries	80524	03/13/2026	PD Complex - water treatment...	105.69
NAPA Auto Parts	063740	03/18/2026	PD #444 - parts to repair over...	167.40
Northport Auto Supply Co. Inc.	101023829	03/18/2026	PD #442 - AC compressor, drie...	636.58
Northport Auto Supply Co. Inc.	101025627a	03/18/2026	PD #444 - cooling fan	130.00
Northport Auto Supply Co. Inc.	101025627b	03/18/2026	PD #444 - cooling fan	300.93
Amazon Capital Services	1JGF-LG4L-N1NP	03/24/2026	128 GB SD Cards and Camera ...	316.35
Northport Auto Supply Co. Inc.	101027448	03/18/2026	Credit PO 26-2007	-300.93
NAPA Auto Parts	063854	03/19/2026	PD #453 - new window glass &...	155.55
Northport Auto Supply Co. Inc.	101027086	03/18/2026	PD #458 - suspension replace...	781.24
Northport Auto Supply Co. Inc.	101027304	03/18/2026	CC APPROVED 10.6.25; PM pa...	73.99
Northport Auto Supply Co. Inc.	101027387	03/18/2026	PD #419 - oil cooler hose	45.15
TRUCKWORX HOLDING CO INC	1130222064	03/18/2026	batteries for PD vehicles (BL-1)	317.24
Cummins Mid-South LLC	C2-260338105	03/20/2026	PD Compound generator rout...	845.29
Sequel Electrical Supply	932150045	03/24/2026	LED light panels for PD meet r...	869.00
Sequel Electrical Supply	932150101	03/24/2026	LED light panels for PD report ...	672.88
Lowe's Home Centers Inc.	98521	03/24/2026	Mobile Command - waterproo...	126.23
Department 33 - Police Total:				53,414.86

Department: 35 - Fire

Patrick Allen Companies LLC	16955	11/18/2025	FD Station #1 - bay door spring..	3,436.00
Ricks Service Co LLC	2602-CNP-FS4	02/16/2026	**AGENDA** Generator - Fire...	15,250.00
DCH Regional Medical Center	INV0042392	03/13/2026	Drug box refill	108.00
DCH Regional Medical Center	INV0042392	03/13/2026	Drug box refill	108.37
Atlas Welding Supply Co. Inc.	0000205913	03/13/2026	*BLANKET* Refill oxygen, misc...	78.65
DCH Occupational Medicine	00027361 -00	03/17/2026	NewHire/Post-Accident/Rand...	512.50
A T & T Mobility	287288439796X03062026FD	03/10/2026	Acct 287288439796	736.07
Midstates Petroleum Company	INV0042418	03/16/2026	Acct 10209 FD	3,741.42
CDW Government LLC	AI3XA9Eb	03/13/2026	*AGENDA* VPN Software	1,425.00

Expense Approval Report

Payment Dates: 3/19/2026 - 4/1/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Henry Schein Inc.	54245674	03/17/2026	Medical Supplies Restock	403.50
NAFECO	1405316	03/19/2026	Black Polos Shirts	306.90
Amazon Capital Services	1VP6-NQQF-RQPC	03/13/2026	Printer drum - DR630 - St 2	95.99
Burnum-Hahn Exterminators I...	INV0042412	03/16/2026	Monthly Pest control FD	286.00
Alabama Power Company	INV0042423	03/16/2026	SB23192-17002 Fire	3,576.00
Patrick Allen Companies LLC	18732	03/23/2026	! FD Station 3 - back left bay d...	447.00
Sequel Electrical Supply	932118461	03/18/2026	LED lights for FD Station #1 sh...	139.88
Central Alabama Training Solut..	17050686	03/18/2026	Air Cylinder for RIT Pack	950.00
Lowe's Home Centers Inc.	97945	03/24/2026	new showerhead for FD Stati...	23.73
Department 35 - Fire Total:				31,625.01

Department: 37 - Public Works

NAPA Auto Parts	054033	07/29/2025	PW #1798, #4189 (& stock)- cl...	72.73
ST Bunn Construction Co. Inc.	16857a	03/05/2026	CC APPROVED 10.6.25; asphalt..	358.60
ST Bunn Construction Co. Inc.	16862	03/05/2026	CC APPROVED 10.6.25; asphalt..	254.28
ST Bunn Construction Co. Inc.	16872	03/05/2026	CC APPROVED 10.6.25; asphalt..	428.69
TRUCKWORX HOLDING CO INC	1130218511.C	03/17/2026	PO 26-0147	67.50
TRUCKWORX HOLDING CO INC	1130218513.C	03/17/2026	batteries - Heavy trucks (BL-1)	135.00
ST Bunn Construction Co. Inc.	16885	03/05/2026	CC APPROVED 10.6.25; asphalt..	329.26
ST Bunn Construction Co. Inc.	16893	03/05/2026	CC APPROVED 10.6.25; asphalt..	449.88
NAPA Auto Parts	062305	03/17/2026	freon for AC repairs (stock)	976.49
TRUCKWORX HOLDING CO INC	1130219348.C	03/17/2026	PO 26-0172	100.00
ST Bunn Construction Co. Inc.	16925	03/05/2026	CC APPROVED 10.6.25; asphalt..	268.14
ST Bunn Construction Co. Inc.	16931	03/05/2026	CC APPROVED 10.6.25; asphalt..	221.68
TRUCKWORX HOLDING CO INC	1130219801.Ca	03/17/2026	Credit PO 26-0147	-67.50
T-Mobile US Inc.	INV0042171	03/10/2026	Acct 976900299	1,236.18
ST Bunn Construction Co. Inc.	16949	03/05/2026	CC APPROVED 10.6.25; asphalt..	251.02
Ferguson Enterprises LLC	1634144	03/17/2026	6-inch mission coupling for sh...	62.70
One Source Office Products LLC	OE-QT-8065-2	02/27/2026	janitorial supplies for City Hall ...	46.50
Northport Auto Supply Co. Inc.	101022285	03/17/2026	hydraulic parts & supplies - Tr...	56.50
Northport Auto Supply Co. Inc.	101022360	03/17/2026	hydraulic parts & supplies - Tr...	56.50
DCH Occupational Medicine	00027361 -00	03/17/2026	NewHire/Post-Accident/Rand...	468.00
Amazon Capital Services	1LDL-76VQ-763X	03/02/2026	CREDIT PO 26-1258	-34.77
Encore Rehabilitation Inc.	2/2026-3003-CITY	03/17/2026	New Hire Physicals	450.00
Black Warrior Solid Waste	20260228-0256-10050	03/05/2026	Acct 34	28,669.76
Midstates Petroleum Company	INV0042419	03/16/2026	Acct 10210 PW	12,611.19
Alabama Power Company	INV0042159	03/10/2026	1880 McFarland Blvd Traff/C...	343.97
NAPA Auto Parts	063247	03/17/2026	freon for AC repairs (stock)	352.95
Empower Rental Group	696154-0001	03/05/2026	scissor lift rental (UCP park lig...	441.60
Alabama Power Company	INV0042157	03/10/2026	1622 McFarland Blvd Traff/C...	134.77
TRUCKWORX HOLDING CO INC	1130221002.C	03/17/2026	Credit PO 26-0146	-33.75
TRUCKWORX HOLDING CO INC	1130221008.C	03/17/2026	Credit PO 26-0146	-33.75
TRUCKWORX HOLDING CO INC	1130221010.C	03/17/2026	Credit	-33.75
Northport Auto Supply Co. Inc.	101024716	03/17/2026	PM parts & supplies for PW Li...	14.84
Northport Auto Supply Co. Inc.	101024717	03/17/2026	PM parts & supplies for PW Li...	45.12
Northport Auto Supply Co. Inc.	101024819	03/17/2026	PM parts & supplies for PW R...	16.71
TRUCKWORX HOLDING CO INC	1130221357.Ca	03/17/2026	Credit PO 26-0172	-100.00
Northport Auto Supply Co. Inc.	101025212	03/24/2026	PM parts & supplies for PW Li...	38.20
Northport Auto Supply Co. Inc.	101025273	03/18/2026	PM parts & supplies for PW Tr...	12.40
Cintas	4262113826	03/16/2026	Payer # 14385499	27.56
Warrior Energy	D93622	03/17/2026	DEF fluid - PW trucks & equip...	898.31
Warrior Energy	D93623	03/17/2026	hydraulic fluid - PW trucks & e...	1,849.50
Alabama Freightliner LLC	XA202029863-01	03/10/2026	PW #4189 - heater core	158.08
TRUCKWORX HOLDING CO INC	1130221499.C	03/17/2026	Credit PO 26-0146	-33.75
Northport Gazette The	INV0042433	03/16/2026	ad for Bid File 26-06	63.45
Northport Auto Supply Co. Inc.	101025894	03/18/2026	PM parts & supplies for PW Li...	205.79
Northport Auto Supply Co. Inc.	101025978	03/17/2026	PW #5459 - relay for blower ...	11.75
Northport Auto Supply Co. Inc.	101026125	03/18/2026	PM parts & supplies for PW Tr...	11.00
Amazon Capital Services	1T1L-QDYP-3CLV	03/12/2026	PW #5001 - pull cord assembly	32.98
Tuskaloosa Lawn Equipment L...	301469	03/17/2026	chainsaw blades & pre-mix fuel	64.74
Tuskaloosa Lawn Equipment L...	301469	03/17/2026	chainsaw blades & pre-mix fuel	442.17

Expense Approval Report

Payment Dates: 3/19/2026 - 4/1/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Tractor Supply	456922	03/17/2026	propane for Asphalt Truck #6...	66.13
Veseris	CINV105508037	03/16/2026	mosquito spray chemicals	2,250.00
Amazon Capital Services	1493-Y9C6-9YDQ	03/16/2026	access panel to cover spigot r...	21.98
Burnum-Hahn Exterminators I...	INV0042414	03/16/2026	Monthly Pest Control PW	79.00
Alabama Power Company	INV0042425	03/16/2026	SB23192-17002 PW	4,462.84
Alabama Power Company	INV0042425	03/16/2026	SB23192-17002 PW	114.15
Alabama Power Company	INV0042425	03/16/2026	SB23192-17002 PW	2,764.79
Tuscaloosa Tire & Service Cen...	N297900	03/18/2026	tires - PW Trailers & Service E...	395.39
Tuscaloosa Tire & Service Cen...	N297918	03/18/2026	tires - PW Light Duty trucks (B...	358.66
One Source Office Products LLC	OE-QT-8098-1	03/13/2026	janitorial supplies for Utilities ...	29.89
ScentAir Holdings Inc	IUS000480419	03/24/2026	CC APPROVED 12.16.24; Scen...	459.00
NAPA Auto Parts	063743	03/18/2026	PW #0423 - oil leak repair parts	107.53
Amazon Capital Services	13J3-XTC1-V7W7	03/17/2026	digital camera & SD card read...	224.30
Amazon Capital Services	19DX-CXQK-LKN1	03/17/2026	chargers for PW employee ph...	107.70
Amazon Capital Services	1CHG-7VVF-N71W	03/17/2026	non-scratch scrub sponges	12.34
Amazon Capital Services	1DTR-CYPY-V1PJ	03/17/2026	hi-viz safety vests (stock)	10.48
Amazon Capital Services	1DTR-CYPY-V1PJ	03/17/2026	hi-viz safety vests (stock)	10.48
Amazon Capital Services	1DTR-CYPY-V1PJ	03/17/2026	hi-viz safety vests (stock)	17.46
Amazon Capital Services	1DTR-CYPY-V1PJ	03/17/2026	hi-viz safety vests (stock)	24.22
Amazon Capital Services	1DTR-CYPY-V1PJ	03/17/2026	hi-viz safety vests (stock)	6.99
Amazon Capital Services	1DTR-CYPY-V1PJ	03/17/2026	hi-viz safety vests (stock)	31.43
Amazon Capital Services	1DTR-CYPY-V1PJ	03/17/2026	hi-viz safety vests (stock)	8.74
Amazon Capital Services	1DTR-CYPY-V1PJ	03/17/2026	hi-viz safety vests (stock)	17.68
Amazon Capital Services	1DTR-CYPY-V1PJ	03/17/2026	hi-viz safety vests (stock)	5.24
Amazon Capital Services	1DTR-CYPY-V1PJ	03/17/2026	hi-viz safety vests (stock)	19.20
Amazon Capital Services	1QPM-7LLP-14GV	03/17/2026	garbage cans & custodial suppl..	539.01
Hunt Refining Company	2121502	03/17/2026	tack as needed for asphalt rep...	133.36
Lowe's Home Centers Inc.	74728	03/17/2026	foam to seal around Shop AC l...	19.14
Lowe's Home Centers Inc.	75208	03/17/2026	! batteries for Shop's welding ...	13.64
Southland International Trucks..	03CI362729	03/17/2026	PW #6115 - belts & pulley	280.41
Hudson Lawn Care LLC	1016	03/24/2026	(COUNCIL 3.2.26) Buckhead d...	1,550.00
Ervin's Workwear & Boots	220000177245	03/17/2026	CC APPROVED 10.6.25; emplo...	114.00
Harbor Freight Tools	314552	03/17/2026	welding gloves and helmet	6.99
Cintas	4262860528	03/18/2026	Payer # 14385499	27.56
Lowe's Home Centers Inc.	77849	03/17/2026	toilet replacement parts for A...	36.05
Lowe's Home Centers Inc.	INV0042502	03/17/2026	Credit PO 26-2004	-1.74
Northport Auto Supply Co. Inc.	101027479	03/18/2026	PW #8289 - spark plugs & boo...	278.94
Northport Auto Supply Co. Inc.	101027496	03/18/2026	PW #6115 - fan belt	73.22
Northport Auto Supply Co. Inc.	101027681	03/19/2026	! PW #1053 - transmission ho...	95.26
Amazon Capital Services	1RQ1-F3NQ-WL4M	03/19/2026	irrigation controller & valve fo...	147.09
Amazon Capital Services	1YG9-3MWP-MMJC	03/19/2026	chemicals to treat Crepe Myrt...	25.97
Trailer Store Plus LLC	71992	03/18/2026	PW #315A - new trailer jack h...	18.00
Alabama Freightliner LLC	XA202030046-01	03/23/2026	PW #4484 - ABS sensor	51.86
Lowe's Home Centers Inc.	83437	03/24/2026	wheelbarrow	141.55
Lowe's Home Centers Inc.	INV0042695	03/19/2026	Credit - Duplicate Invoice Pay...	-14.23
Ingram Equipment Company L...	P14907	03/19/2026	PW #9487 - seal kit	274.15
W.W. Williams	072W25758	03/23/2026	PW #2370 - ABS repairs	1,522.86
G & C Supply Co. Inc.	7020013	03/24/2026	yellow road delineators (Mitt ...	849.80
Calixto Rafael-Francisco	INV0042711	03/23/2026	Reimbursement - Class A CDL l...	68.75
Amazon Capital Services	1Q34-H3GF-PHCW	03/23/2026	microfiber towels	17.98
Amazon Capital Services	1Q34-H3GF-PHCW	03/23/2026	microfiber towels	26.97
Amazon Capital Services	1Q34-H3GF-PHCW	03/23/2026	microfiber towels	8.99
Amazon Capital Services	1Q34-H3GF-PHCW	03/23/2026	microfiber towels	8.99
Sequel Electrical Supply	932149315	03/24/2026	LED lights for warehouse exter...	89.13
Benton Sod Farm	030709	03/24/2026	sod for Beautification projects...	175.00
Amazon Capital Services	1Y9L-NLMT-1WKF	03/24/2026	weed control herbicide for H...	285.58
Building Specialties Co. Inc.	71257341	03/24/2026	closure for Bldg B exterior d...	270.00
W.W. Williams	072W25545.02	03/25/2026	CC AGENDA 3.2.26; PW #2370 ..	11,305.60
W.W. Williams	072W25545.02b	03/25/2026	Fuel Addt'l Amount	173.00
Department 37 - Public Works Total:				82,617.72

Expense Approval Report

Payment Dates: 3/19/2026 - 4/1/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Department: 39 - Utilities				
Northport Auto Supply Co. Inc.	101005622	03/25/2026	Water Backhoe #9433 Hydraul...	82.61
Hach	14868402	02/23/2026	Blanket for Lab Chemicals at ...	450.50
Cintas	4259412398	03/11/2026	Payer # 14385521	26.62
Hach	14874370	02/23/2026	DR300 Kit for Sampling at WTP	728.20
Unifirst Corporation	1630529998	03/16/2026	AGENDA (10/6/25) - Employee..	97.24
Hach	14881894	03/16/2026	Blanket for Lab Chemicals at ...	227.56
Cintas	4260145803	03/11/2026	Payer # 14385521	26.62
Southland International Trucks..	03CI362104	02/20/2026	Water Dump Truck #6328 DPF...	1,703.75
T-Mobile US Inc.	INV0042172	03/10/2026	Acct 976900299	538.23
Tuscaloosa Tire & Service Cen...	N297700	03/25/2026	Water Trailer #315C Tire	177.45
Cassady Company Inc The	Proj 20-135 Inv 54	03/19/2026	Hwy 82 PS - Cassady TOD#2	18,335.90
DCH Occupational Medicine	00027361 -00	03/17/2026	NewHire/Post-Accident/Rand...	117.00
Living Water Utilities LLC	3455	03/12/2026	AGENDA (10/6/25) - Yearly Lab..	1,294.12
Midstates Petroleum Company	INV0042416	03/16/2026	Acct 10207 Utilities	5,624.73
Garver LLC	2300207-9	03/16/2026	Council Approved - WWTP Ma...	45,243.84
LeCroy Richardson P.C.	8084	03/24/2026	Consent 3/23/26 - FY25 Audit ...	3,235.00
Cedar Chem LLC	40381	03/04/2026	Council Approved - Polymer fo...	6,970.72
Northwest Supply Co. Inc.	1020297	03/24/2026	Supplies to Install Hot Water ...	93.59
Northwest Supply Co. Inc.	1020299	03/16/2026	Hot Water Heater for WTP	2,030.30
CDW Government LLC	AI3XA9Ea	03/13/2026	AGENDA (3/2/26) - VPN Softw...	593.75
Masterman's LLP	1102907385	03/09/2026	First Aid Kits	164.95
Warrior Waste Services LLC	I23363	03/16/2026	AGENDA (10/6/25) - Sludge H...	880.00
Warrior Waste Services LLC	I23364	03/16/2026	AGENDA (10/6/25) - Sludge H...	220.00
Hach	14906754	03/16/2026	Blanket - Lab Chemicals for W...	855.03
Unifirst Corporation	1630532411	03/24/2026	AGENDA (10/6/25) - Employee..	75.98
Southern Ionics Incorporated	750859	03/16/2026	Council Approved - Aluminum...	4,830.58
A T & T	8316342116UT	03/23/2026	831-001-2475 849 WS	1,931.94
Brenntag MidSouth Inc.	BMS133844	03/12/2026	Council Approved - Sodium H...	8,308.62
DSL Electric Inc.	DSL6239725	03/12/2026	WTP Intake Pump #2 Diagnost...	1,239.26
Larry Brian Bigham	INV0042309	03/11/2026	Reimbursement for Class B CDL	56.25
Northport Auto Supply Co. Inc.	101025899	03/18/2026	Locator Truck #6985 Blinker B...	1.91
Southern Pipe & Supply	10797065-01	03/13/2026	2" 90 Degree Bends	66.00
Unifirst Corporation	1630529683	03/12/2026	AGENDA (10/6/25) - Employee..	23.22
Living Water Utilities LLC	3478	03/16/2026	AGENDA (10/6/25) - Yearly Lab..	74.44
Ander's Hardware Co. Inc.	N1303496	03/12/2026	Insect Fogger	10.99
Southern Pipe & Supply	10851992-01	03/16/2026	2" x 12" Brass Nipples	270.00
Empire Pipe and Supply Comp...	2242866	03/17/2026	5/8 Yellow Registers	17,160.00
Empire Pipe and Supply Comp...	2242914	03/17/2026	5/8 Yellow Registers	6,240.00
Consolidated Pipe & Supply C...	AL0946518	03/16/2026	2" Valve Box Risers	70.40
Consolidated Pipe & Supply C...	AL0946518	03/16/2026	1" Valve Box Risers	64.00
Consolidated Pipe & Supply C...	AL0946518	03/16/2026	3" Valve Box Risers	106.80
Harbor Freight Tools	INV0042396	03/13/2026	18" Magnetic Tool Holder	29.94
Harbor Freight Tools	INV0042396	03/13/2026	Gear Oil & Fluid Pump	10.99
Burnum-Hahn Exterminators I...	INV0042415	03/16/2026	Monthly Pest Control Utilities	177.00
Alabama Power Company	INV0042426	03/16/2026	SB23192-17002 Utilities	114.15
Alabama Power Company	INV0042426	03/16/2026	SB23192-17002 Utilities	91,148.98
Pace Analytical LLC	2635717054	03/16/2026	AGENDA (10/6/25) - Yearly Lab..	1,464.00
Verizon	6138641566	03/24/2026	Acct 642325112-00001	633.59
Warrior Waste Services LLC	I23507	03/23/2026	AGENDA (10/6/25) - Sludge H...	1,100.00
Warrior Waste Services LLC	I23508	03/23/2026	AGENDA (10/6/25) - Sludge H...	220.00
Alabama Municipal Insurance ...	INV0042503	03/17/2026	Claim 004-65061 Deductible ...	1,000.00
Riverside Feed & Seed	1054344872088	03/17/2026	Hay Bales	52.50
Empire Pipe and Supply Comp...	2232716	03/17/2026	Council Approved - 5/8" Regis...	9,360.00
Empire Pipe and Supply Comp...	2243107	03/17/2026	1" Master Meters	1,146.00
Empower Rental Group	702636-0001	03/18/2026	Blanket - Air Compressor Rent...	366.09
Lowe's Home Centers Inc.	74992a	03/16/2026	Pointed Shovels	56.96
ByteSpeed LLC	INV0184429	03/17/2026	Council Approved - Computers..	2,600.00
ByteSpeed LLC	INV0184429	03/17/2026	Council Approved - Computers..	2,600.00
Northport Auto Supply Co. Inc.	101027196	03/18/2026	Water Truck #8482 Oil Filter	4.00

Expense Approval Report

Payment Dates: 3/19/2026 - 4/1/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Empire Pipe and Supply Comp...	2242767	03/18/2026	Council Approved - 4' Fire Hyd...	5,185.12
Cintas	4262860538	03/17/2026	Payer # 14385564	28.64
Xerox Corporation	41773123UT	03/19/2026	Contract Charges 3/10-4/9/26	10.23
Xerox Corporation	41773123UT	03/19/2026	Contract Charges 3/10-4/9/26	2,045.13
Xerox Corporation	41773123UT	03/19/2026	Contract Charges 3/10-4/9/26	10.23
Walmart	935e89f3	03/18/2026	Vizio 43" TV for WWTP	148.00
Northport Gazette The	INV0042853	03/25/2026	Legal Ad for 9th St Sewer Reh...	531.45
Spire	INV0042861	03/18/2026	NORTHWOOD GARDEN DR 87...	22.15
Walmart	28cbb72a	03/19/2026	Blanket - Distilled Water for L...	49.32
Cintas	4263182308	03/23/2026	Payer # 14385521	26.62
Lowe's Home Centers Inc.	84054	03/20/2026	Blanket - Misc. Supplies for Col..	6.98
Cintas	4263603276	03/24/2026	Payer # 14385564	28.64
Lowe's Home Centers Inc.	75735	03/25/2026	Fire Extinguisher for Meter Tr...	25.63
Chris Prewitt	INV0042844	03/25/2026	CDL Class A Renewal Reimbur...	68.75
Department 39 - Utilities Total:				250,519.19
Department: 40 - Williamson Cemetery				
Alabama Power Company	INV0042425	03/16/2026	SB23192-17002 PW	35.37
Department 40 - Williamson Cemetery Total:				35.37
Department: 41 - Outside Agency Funding				
Tuscaloosa County Commission	0815	03/19/2026	Warning Siren Maintenance	1,550.00
Department 41 - Outside Agency Funding Total:				1,550.00
Department: 45 - 2019 Additional Sales Tax				
CivicPlus LLC	363421	03/23/2026	website redesign	4,360.50
Chambless King Architects LLC	25141	03/13/2026	RRP Maintenance Bldg. Design	26,250.00
TTL Inc.	2163228	03/12/2026	Streetscape Phase III - CE&I	2,454.00
AllStar Service Pros. LLC	10492	03/19/2026	Labor for RRP TV Mounts - Co...	821.00
TTL Inc.	2163346a	03/19/2026	Amendment #4_TTL_Northpo...	8,059.30
TTL Inc.	2163346b	03/19/2026	Northport Shore Master Plan -...	7,886.20
Sain Associates Inc	57677	03/19/2026	Safe Streets for All Demo Gran...	380.00
Department 45 - 2019 Additional Sales Tax Total:				50,211.00
Department: 46 - Parks & Recreation				
PCI Technologies	70799	03/12/2026	security system annual fee for...	299.10
Alabama Power Company	INV0042701	03/19/2026	300 RRP S Baseball 1 22113-4...	8,522.81
Alabama Power Company	INV0042702	03/19/2026	300 RRP S North Concession 0...	4,111.16
Alatech Solutions LLC	104373	03/17/2026	- Monthly Maintenance & Sup...	1,975.00
Comcast Cable	266376021RRP	03/23/2026	Acct 931094268	1,948.95
Infomedia Inc	393680	03/19/2026	Monthly Maintenance for We...	195.00
Amazon Capital Services	1DTR-CYPY-T6QF	03/17/2026	digital timer for outdoor park l...	213.75
Sequel Electrical Supply	932124805	03/18/2026	Credit PO 26-2021	-49.00
Sequel Electrical Supply	932135813	03/20/2026	replace light on rooftop at NP...	44.28
Northport Sports Complex De...	23	03/25/2026	Northport Sports Developmen...	35,000.00
Department 46 - Parks & Recreation Total:				52,261.05
Grand Total:				650,371.21

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	399,707.05
50 - WATER & SEWER FUND	250,664.16
Grand Total:	650,371.21

Account Summary

Account Number	Account Name	Payment Amount
01-10151	Accounts Receivable-Ot...	1,519.99
01-15-000-50359	Fuel & Oil	691.40
01-15-000-50366	Maintenance & Repair - ...	229.42
01-15-000-50383	Repair - Facilities	375.00
01-15-000-50501	Utilities - Power	6,516.42
01-15-000-50561	Pest Control	79.00
01-15-000-50570	Northport Community C...	1,823.95
01-15-000-50573	Civitan Park	267.99
01-15-000-50590	Utilities - Other	414.96
01-16-000-50421	Lodging	267.10
01-17-000-50312	Cell Phones	43.27
01-20010	Bond Liabilities	2,175.00
01-21007	Security Deposits	200.00
01-22-000-50106	Office Equipment	121.48
01-22-000-50108	Equipment - Computers...	14,300.00
01-22-000-50312	Cell Phones	359.32
01-22-000-50348	Utilities - Internet	18,939.21
01-22-600-80000	Equipment	25,675.95
01-25-000-50112	Advertising	81.90
01-25-000-50201	Audit Expense - Internal	12,940.00
01-25-000-50433	Taxpayer Business Audit...	562.50
01-26-000-50106	Office Equipment	1,297.90
01-26-000-50107	Office Furniture	859.99
01-26-000-50329	DCH Employee Assistanc...	2,220.66
01-26-000-50340	Drug Testing - Random	1,058.00
01-28-000-50105	Office Supplies	317.68
01-28-000-50106	Office Equipment	1,060.00
01-28-000-50312	Cell Phones	43.27
01-28-000-50366	Maintenance & Repair - ...	82.87
01-28-116-50112	Advertising - Planning C...	608.25
01-28-117-50112	Advertising - ZBA	80.10
01-32-000-50105	Office Supplies	8.86
01-32-000-50106	Office Equipment	-13.01
01-32-000-50283	Uniforms	70.00
01-32-000-50400	Training	190.00
01-32-000-50503	Utilities - Power - Traffic ...	516.83
01-32-000-50504	Power - Street Lights	30,125.08
01-32-600-80001	Infrastructure	1,828.40
01-33-000-50010	Hiring & Recruitment Ex...	258.32
01-33-000-50108	Equipment - Computers...	2,166.72
01-33-000-50111	Software - License & Ma...	8,668.75
01-33-000-50246	Equipment - Animal Cont...	159.98
01-33-000-50283	Uniforms	247.17
01-33-000-50312	Cell Phones	2,651.95
01-33-000-50359	Fuel & Oil	13,393.69
01-33-000-50361	Maintenance - Public Saf...	845.29
01-33-000-50363	Maintenance Contracts -...	481.68
01-33-000-50367	Maintenance & Repair - ...	8,986.11
01-33-000-50368	Maintenance & Repair - ...	316.35
01-33-000-50378	Tactical Unit Gear	425.00
01-33-000-50379	Traffic Control Supplies	1,606.00

Account Summary

Account Number	Account Name	Payment Amount
01-33-000-50382	Repair - Public Safety C...	2,138.25
01-33-000-50402	Training - Departmental	1,965.00
01-33-000-50407	Communication System -...	960.00
01-33-000-50502	Utilities - Power	6,542.02
01-33-000-50522	Utilities - Natural Gas	56.41
01-33-000-50562	Pest Control	179.00
01-33-000-50563	Utilities - Power - Comm...	1,367.17
01-35-210-50010	Hiring & Recruitment Ex...	512.50
01-35-210-50106	Office Equipment	95.99
01-35-210-50111	Software - License & Ma...	1,425.00
01-35-210-50283	Uniforms	306.90
01-35-210-50312	Cell Phones	736.07
01-35-210-50359	Fuel & Oil	3,741.42
01-35-210-50426	SCBA	950.00
01-35-210-50500	Utilities - Power	3,576.00
01-35-210-50560	Pest Control	286.00
01-35-211-50380	Repairs - Station 1	3,599.61
01-35-213-50380	Repairs - Station 3	447.00
01-35-221-50242	Medical Supplies - Engin...	590.15
01-35-223-50242	Medical Supplies - Rescue	108.37
01-35-600-80000	Equipment	15,250.00
01-37-310-50010	Hiring & Recruitment Ex...	918.00
01-37-310-50106	Office Equipment	224.30
01-37-310-50112	Advertising	63.45
01-37-310-50238	Personal Safety Supplies ...	10.48
01-37-310-50261	Uniform Shirts, Pants, &...	114.00
01-37-310-50277	Janitorial Supplies	17.98
01-37-310-50303	Cleaning/Janitorial Suppl...	56.86
01-37-310-50305	Contract Services	514.12
01-37-310-50312	Cell Phones	1,343.88
01-37-310-50334	Equipment Rental	441.60
01-37-310-50337	Cleaning/Janitorial Suppl...	21.33
01-37-310-50356	Cleaning/Janitorial Suppl...	594.50
01-37-310-50359	Fuel & Oil	15,596.74
01-37-310-50400	Training	68.75
01-37-310-50442	Mosquito Spraying Chem...	2,250.00
01-37-310-50451	Solid Waste Authority C...	28,669.76
01-37-310-50500	Utilities - Power	4,576.99
01-37-310-50503	Power - Traffic Signals	3,243.53
01-37-310-50560	Pest Control	79.00
01-37-311-50221	Hand Tools - Beautificati...	141.55
01-37-311-50234	Supplies - Beautification	1,075.81
01-37-311-50238	Personal Safety Supplies ...	10.48
01-37-312-50234	Supplies - Construction	2,809.51
01-37-312-50238	Personal Safety Supplies ...	17.46
01-37-313-50238	Personal Safety Supplies ...	24.22
01-37-314-50238	Personal Safety Supplies ...	6.99
01-37-315-50238	Personal Safety Supplies ...	31.43
01-37-316-50234	Supplies - Shop	1,343.08
01-37-316-50238	Personal Safety Supplies ...	15.73
01-37-317-50238	Personal Safety Supplies ...	17.68
01-37-318-50360	Maintenance - Public W...	17.40
01-37-318-50380	Repairs - Public Works B...	417.16
01-37-320-50360	Maintenance - Garbage ...	72.73
01-37-320-50380	Repairs - Garbage Trucks	158.08
01-37-321-50360	Maintenance - Heavy Eq...	0.00
01-37-322-50360	Maintenance - Heavy Tr...	0.00
01-37-323-50360	Maintenance - Trash Tru...	0.00

Account Summary

Account Number	Account Name	Payment Amount
01-37-323-50380	Repairs - Trash Trucks	13,716.36
01-37-324-50360	Maintenance - Light Duty..	662.61
01-37-324-50380	Repairs - Light Duty Vehi...	398.22
01-37-325-50227	Trailers and Service Equi...	418.79
01-37-325-50380	Repairs - Trailers & Servi...	18.00
01-37-326-50380	Repairs - Mowers & Light...	-1.79
01-37-327-50360	Maintenance - Buckhead...	1,550.00
01-37-328-50238	Personal Safety Supplies ...	5.24
01-37-328-50276	Street and Traffic Signs	849.80
01-37-331-50238	Personal Safety Supplies...	19.20
01-37-331-50360	Maintenance - Recycling...	16.71
01-40000	Business License	53.30
01-40-000-50500	Utilities - Power - Willia...	35.37
01-41-000-50812	EMA Annual Funding	1,550.00
01-45-000-54004	Recreational Facilities	43,016.50
01-45-000-54312	Strategic Communication	4,360.50
01-45-000-54400	Economic & Community ...	380.00
01-45-600-54201	Downtown Streetscape	2,454.00
01-46-000-50570	Northport Community C...	-4.72
01-46-000-50572	UCP Building	213.75
01-46-000-50575	Visitor's Center	299.10
01-46-400-50111	Software - License & Ma...	195.00
01-46-400-50210	Professional Services	36,975.00
01-46-400-50500	Utilities - Power	12,633.97
01-46-400-50590	Utilities - Other	1,948.95
50-39-510-50010	Hiring & Recruitment Ex...	117.00
50-39-510-50106	Office Equipment	10.23
50-39-510-50108	Equipment - Computers...	2,600.00
50-39-510-50111	Software - License & Ma...	593.75
50-39-510-50261	Contract Shirts and Pants	333.58
50-39-510-50312	Cell Phones	1,171.82
50-39-510-50339	Claims & Damages	1,000.00
50-39-510-50359	Fuel & Oil	5,624.73
50-39-510-50371	Maintenance - Facilities	10.99
50-39-510-50394	Repairs - Heavy Equipm...	1,963.81
50-39-510-50396	Repairs - Vehicles	5.91
50-39-510-50403	Training - Technical	125.00
50-39-510-50500	Utilities - Power	91,263.13
50-39-510-50520	Utilities - Natural Gas	22.15
50-39-510-50550	Pest Control	177.00
50-39-510-50590	Utilities - Other	1,931.94
50-39-511-50106	Office Equipment	2,045.13
50-39-511-50108	Equipment - Computers...	2,600.00
50-39-511-50201	Audit Expense	3,235.00
50-39-512-50106	Office Equipment	10.23
50-39-512-50300	Chemicals	4,830.58
50-39-512-50313	Laboratory Supplies	2,261.29
50-39-512-50336	Repairs	3,363.15
50-39-512-50454	Testing & Professional S...	2,758.12
50-39-513-50106	Office Equipment	148.00
50-39-513-50300	Chemicals	15,279.34
50-39-513-50309	Hand Tools and Equipm...	40.93
50-39-513-50313	Laboratory Supplies	49.32
50-39-513-50323	Sludge Disposal	2,420.00
50-39-513-50454	Testing & Professional S...	74.44
50-39-514-50238	Safety Supplies	190.58
50-39-514-50309	Hand Tools and Equipm...	56.96
50-39-514-50430	Equipment Rental	366.09

Account Summary

Account Number	Account Name	Payment Amount
50-39-514-50431	Construction & Repair S...	5,814.82
50-39-514-50477	Water Meters	33,906.00
50-39-515-50473	Inventory Supplies	6.98
50-39-600-81411	WWTP Master Plan	45,243.84
50-39-600-81508	PS#2 Gravity Main/New...	18,335.90
50-39-600-81517	9th Street Sewer Replac...	531.45
50-40114	Bad Debt Collections	144.97
Grand Total:		650,371.21

Project Account Summary

Project Account Key	Payment Amount
None	650,371.21
Grand Total:	650,371.21



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

AGENDA ITEM NO. 9.c.3.

MEETING DATE: April 6, 2026

SUBJECT: Purchase Requisition, Bion, Router Upgrade, \$15,606.00

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 purchase a new router, which is needed for advanced threat protection. This was approved as a capital expense for \$15,606.00. Requisition No.262246.

Recommendation:

Approval of the Consent Agenda will approve this request.

Funding Source/GL Code:

GL Code No. 01-22-600-80000 Amount: \$15,606.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$15,606.00 to Bion.



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

AGENDA ITEM NO. 9.c.4.

MEETING DATE: April 6, 2026

**SUBJECT: Purchase Requisition, Eight (8) Police Interceptors, Stivers Ford Lincoln,
\$479,623.00**

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Summer Cockrell

Approved By: Gerald Burton

Summary:

This request is for approval of the purchase requisition to Stivers Ford Lincoln in the amount of \$479,623.00 to purchase eight (8) police interceptors. This money was approved in the Capital Budget.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-33-600-80000

Amount: \$479,623.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$479,623.00 to Stivers Ford Lincoln.

Governmental Department
334-613-5000

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

Police Interceptor Utility
7/14/2025
2026.0

2026 FORD POLICE INTERCEPTOR AWD UTILITY-T191L

CONTRACT NUMBER: MA220000003121-1

LINE NUMBER 1

CONTRACT AMOUNT: \$43,826

MODEL SERIES

K8A

Order Code: 500A

FORD POLICE UTILITY

POLICE LIGHTBAR PACKAGES - *Includes Console, Siren, Lightbar, & Controller*

			State Price	\$	43,826	
ST1	STIVERS SLICKTOP LIGHTBAR PACKAGE			\$	5,170	X
	Front and Rear ILS Visor/ Rear Glass Lightbars RED/WHITE/BLUE Configurable with Flood/Alley and					
	• Signalmaster Capability					
	• 100W Siren Speaker					
SL1	Stivers Base Lighting Package: (12) total elements installed			\$	2,860	X
	• Head/Tail Lamps	4	Blue/White Corner LEDs			
	• Grille	2	Blue/White 6 Head LEDs			
	• Rear Hatch	2	Blue/White 6 Head LEDs			
	• Tag	2	Red/Blue/White 6 Head LEDs			
	• Side Quarter Glass	2	Red/Blue/White 12 Head LEDs			
INV2	Single Sliding Drawer with Slamlocks and Top Rail			\$	3,250	X

EXTERIOR COLORS:

M7 Carbonized Gray

INTERIOR TRIM / SEATS:

FW	Cloth Front Buckets w/ 6-Way Driver's Power / Cloth Rear 35/30/35. Onyx Black		\$	60	X
65U	Interior Upgrade Package - *** Order Code FW Rear Cloth \$60 Required ***		\$	390	X
	• 1st and 2nd Row Carpet Floor • Cloth Seats – Rear • Floor Mats, front and rear (carpeted)				
	• Center Floor Console less shifter w/unique Police Console and Top Plate with 2 cup holders				
	• 18" Aluminum Wheels				
	• SYNC Phoenix				
	• High Series Headlamp w/ LED Corner Warning Lights				
	• Not Available w/ EcoBoost Powertrain				

DELIVERY: State Contract Provisions for \$2.00 / mile one-way

TOTAL VEHICLE (Required) \$ 55,556

Customer: City Of North Port

Contact: Jerome Fields

Phone: 205-469-1306

Email: Jerome.Fields<jfields@northportal.gov>

SIGNATURE: (Required)

DATE: (Required)

PURCHASE ORDER NUMBER:

Quantity: 1 unit

Governmental Department
334-613-5000

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

Police Interceptor Utility
7/14/2025
2026.0

2026 FORD POLICE INTERCEPTOR AWD UTILITY-T191L

CONTRACT NUMBER: MA220000003121-1 LINE NUMBER 1 CONTRACT AMOUNT: \$43,826
MODEL SERIES K8A Order Code: 500A FORD POLICE UTILITY

POLICE LIGHTBAR PACKAGES - *Includes Console, Siren, Lightbar, & Controller*

Lightbar Packages (Choose 1 of the following options)

				\$	43,826	
LB2	STIVERS ALLEGIANT LIGHTBAR PACKAGE			\$	5,875	X
	53" Traditional Shaped Lightbar RED/WHITE/BLUE Configurable with Flood/Alley and Signalmaster Capability					
	Pathfinder 200Watt Siren Controller with 3- Position Switch and Rotary Siren Switch					
	100W Siren Speaker					
	Fully Integrated Console with Cupholder/Armrest/ Power Faceplate with (2) USB Ports and (2) 12V Plugs					
	Universal Laptop Stand and Cradle Mounted on Side of Console					
SL1	Stivers Base Lighting Package: (12) total elements installed			\$	2,860	X
	Head/Tail Lamps	4	Blue/White Corner LEDs			
	Grille	2	Blue/White 6 Head LEDs			
	Rear Hatch	2	Blue/White 6 Head LEDs			
	Tag	2	Red/Blue/White 6 Head LEDs			
	Side Quarter Glass	2	Red/Blue/White 12 Head LEDs			
PK1	Partition w/ Kick Plate - between Front & Rear Seat			\$	1,675	X
PK3	Rear Partition w/ Prisoner Plastic Rear Bio Seat and OS Safety Belts			\$	2,695	X
INV2	Single Sliding Drawer with Slamlocks and Top Rail			\$	3,250	X
51R	Driver LED Spotlamp (FACTORY OPTION ONLY)			\$	400	X
99B	AWD 3.3L V6 Direct-Injection FFV w/ 10-Speed Automatic Transmission				NC	X

EXTERIOR COLORS:

M7 Carbonized Gray

INTERIOR TRIM / SEATS:

9W Cloth Front Buckets w/ 6-Way Driver's Power / Vinyl Rear 35/30/35. Onyx Black

Standard S

DELIVERY: State Contract Provisions for \$2.00 / mile one-way

Cost Per Unit \$ 60,581

Customer: City Of North Port

Contact: Jerome Fields

Cost of (7) Units \$ 424,067

Phone: 205-469-1306

Email: Jerome.Fields<jfields@northportal.gov>

STATE CONTRACT TERMS: PAYMENT DUE AT TIME OF DELIVERY

SIGNATURE: (Required)

DATE: (Required)

PURCHASE ORDER NUMBER:

Quantity: 7 units

479,623.00



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

AGENDA ITEM NO. 9.c.5.

MEETING DATE: April 6, 2026

SUBJECT: Purchase Requisition, Laptops for PD Vehicles, \$5,855.48

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Summer Cockrell

Approved By: Gerald Burton

Summary:

The requisition to Dell Technologies in the amount of \$5,855.48 is for 3 Dell Pro Rugged 14 laptops for PD vehicles.

Recommendation:

Approve the requisition

Funding Source/GL Code:

GL Code No. 01-33-600-80000 Amount: \$5,855.48

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$5,855.48 to Dell Technologies.

You can download a copy of this quote during checkout.

[Place your order](#)

Quote Name:	2x Rugged Quote	Sales Rep	Sam Cramer
Quote No.	3000200451903.1	Phone	1(800) 4563355
Total	\$5,855.48	Email	Sam.Cramer1@dell.com
Customer #	19423206	Billing To	ACCOUNTS PAYABLE
Quoted On	Mar. 19, 2026		CITY OF NORTHPORT
Expires by	Apr. 02, 2026		PO BOX 569
Contract Name	OMNIA-National Cooperative Purchasing Alliance (NCPA)		NORTHPORT, AL
			35476-0569
Contract Code	C000001019611		
Customer Agreement #	NCPA 01-143		
Deal ID	30728485		

Message from your Sales Rep

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

Regards,
Sam Cramer

Product	Unit Price	Quantity	Subtotal
Dell Pro Rugged 14 RB14250	\$2,927.74	2	\$5,855.48
Subtotal:			\$5,855.48
Shipping:			\$0.00
Non-Taxable Amount:			\$5,855.48
Taxable Amount:			\$0.00
Estimated Tax:			\$0.00
Total:			\$5,855.48

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

AGENDA ITEM NO. 9.c.6.

MEETING DATE: April 6, 2026

SUBJECT: Purchase Requisition, Outsource Legal Services, Trussell, Funderburg, Rea, Bell & Furgerson, PC, \$24,394.65

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 in connection with economic development projects from December 2025 through February 2026. The Legal Department respectfully requests approval in the amount of \$24,394.65.

Recommendation:

Approve.

Funding Source/GL Code:

GL Code No. 01-16-000-50247 Amount: \$24,394.65

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$24,394.65 to Trussell, Funderburg, Rea, Bell & Furgerson, P.C.



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

AGENDA ITEM NO. 10.c.1.

MEETING DATE: April 6, 2026

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

Unfinished Business:
Public Hearing: X

New Business:
First Reading:

Consent Agenda:
Second Reading: X

Prepared By: Katelyn Lesley

Approved By: Julie Ramm

Summary:

The Chief Building Official has found that the structure located at 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:

I make a motion to approve the ordinance ordering demolition of an unsafe structure located at 1002 10th Street.

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

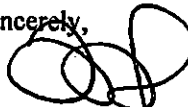
City of Northport
January 26, 2026

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