

**NORTHPORT CITY COUNCIL MEETING
MONDAY, DECEMBER 12, 2022
5:30 PM**

- 1. CALL TO ORDER**
- 2. INVOCATION**
- 3. PLEDGE OF ALLEGIANCE**
- 4. ROLL CALL**
- 5. PRESENTATIONS**
 - a. December Business of the Month- Kentucky Fried Chicken- Mayor Herndon
 - b. Toys for Tots Check Presentation- Councilwoman Dykes
- 6. APPROVAL OF THE AGENDA**
- 7. VISITORS TO ADDRESS THE COUNCIL**
- 8. UNFINISHED BUSINESS**
 - a. Ordinances and Resolutions of a Permanent Nature
- 9. NEW BUSINESS**
 - a. Ordinances and Resolutions of a Permanent Nature
 1. Resolution Accepting Maintenance for Municipal Public Improvements Except Final Layer - Trestle Square Phase II - Brad Matthews
 2. Resolution Accepting Maintenance for Municipal Public Improvements of Final Layer - The Summit Phase III - Brad Matthews
 3. 1st Reading, Resolution Extending the Operation Deadline for Mansa-NPT, LLC through February 28, 2023 - Ron Davis
 - b. Resolutions of a Temporary Nature
 1. Resolution Declaring Emergency and Authorizing Emergency Public Works Contract with Video Industrial Services to Clean Carroll's Creek Pump Station - John Webb
 2. Resolution Authorizing Water Service Outside of the City Limits at 15104 Preacher Lee Road - Ron Davis
 3. Resolution Adopting the Rose Blvd. Outdoor Adventure Park Master Plan - Brad Matthews
 4. Resolution Awarding Bid for Solids Dewatering Equipment for WWTP Solids Handling Improvement Project - John Webb
 5. Resolution Adopting the Kentuck Festival and Sportsplex Area Master Plan - Brad Matthews
 6. Resolution electing a City Council President - Ron Davis
 7. Resolution Authorizing the City Administrator to Execute the Master Service Agreement with ProParks Management Company, LLC for the Northport Water Park - Brad Matthews
 8. Resolution Authorizing the City Administrator to Execute Task Order Directive #1 of the Northport Water Park Master Service Agreement with ProParks Management Company, LLC - Brad Matthews
 - c. Consent Agenda
 1. Purchase Requisition - Replacement Pump for Carroll's Creek Pump Station - John Webb
 2. Purchase Requisition - Cleaning Carroll's Creek Pump Station - John Webb
 3. Purchase Requisition - Refurbish Aerator Motor at WWTP - John Webb
 4. Purchase Requisition - Equipment for WTP SCADA Improvement Project - John Webb

5. Purchase Requisition - 2023 Ammunition Purchase - Gerald Burton
6. Minutes from November 21st Council Meeting - Glenda Webb
7. Purchase Requisition - Tahoe Unit 421 Repair - Gerald Burton
8. Bill Listing -

10. REPORTS OF SPECIAL COMMITTEES OF COUNCIL

11. PUBLIC HEARINGS

a. Engineering

b. Legal Department

c. Planning Inspections Department

1. Second Reading, Ordinance Amending Table 4-1 of the Zoning Ordinance to include Medical Cannabis Dispensing. - Julie Ramm
2. Second Reading, Ordinance Rezoning of approximately 0.68 acres located at 3218 Main Avenue. - Julie Ramm

d. Police Department

1. Superstop One, Inc. - ABC License - Gerald Burton

12. CITY ADMINISTRATOR'S BUSINESS

13. DEPARTMENTAL BUSINESS

a. Northport First Annual Report of Expenditures

14. MAYOR & COUNCIL MEMBER'S BUSINESS

15. ADJOURNMENT



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

AGENDA ITEM NO. 9.a.1.

MEETING DATE: December 12, 2022

SUBJECT: Resolution Accepting Maintenance for Municipal Public Improvements Except Final Layer - Trestle Square Phase II

Unfinished Business:

Public Hearing:

New Business:

First Reading: X

Consent Agenda:

Second Reading:

Prepared By: Engineering - NB

Approved By: Brad Matthews

Summary:

Section 306 of the Subdivision Regulations specifies that after certain criteria have been met by the developer, the City Engineer is to recommend to the Council acceptance of the municipal public improvements constructed as part of a development. TCG Trestle Square, LLC has met the requirements of Section 306 for property located off Flatwoods Road, more commonly known as Trestle Square Phase II. The staff recommends that the Council adopt the attached resolution accepting maintenance of the municipal public improvements constructed as part of that development, except for final layer of asphalt. Maintenance will begin upon adoption of the attached resolution.

Recommendation:

Approval of the attached resolution

Funding Source/GL Code:

GL Code No. N/A Amount: \$ 0

Motion for Consideration:

I move to adopt the attached resolution accepting maintenance for municipal public improvements (except final layer) for property located at Trestle Square Phase II.

RESOLUTION NO. 22-177

RESOLUTION ACCEPTING MUNICIPAL PUBLIC IMPROVEMENTS EXCEPT FINAL LAYER IN THE TRESTLE SQUARE SUBDIVISION, PHASE II

WHEREAS, the final plat for Trestle Square Subdivision, Phase II, has been accepted by the Northport Planning Commission and recorded in Plat Book 2022, page 158, in the Probate Office of Tuscaloosa County on September 21, 2022, a reproducible copy of which has been provided to the City; and,

WHEREAS, said plat recorded the lots for Phase II as well as the easements and right- of-ways for all sections of the subdivision; and,

WHEREAS, the engineer of record, Mr. Phillip Grammer, P.E., a Professional Engineer in the State of Alabama, has certified that the developer has completed all required infrastructure in accordance with the Northport Subdivision Regulations and has submitted performance and maintenance bonds as prescribed in Section 306 of the Northport Subdivision Regulations and accepted by the City Attorney; and,

WHEREAS, the engineer of record, Mr. Phillip Grammer, P.E., has submitted to the City a complete set of “As-Built” or “Record Drawings” of the development; and,

WHEREAS, the developer of Trestle Square Subdivision, Phase II, TCG Trestle Square, LLC has requested that the City assume maintenance of the sidewalks and other infrastructure, except final layer of asphalt, as shown on plats and construction documents in said subdivision; and,

WHEREAS, the City Engineer has reported to the City Council that all infrastructure required by the subdivision regulations and as specified by the Planning & Zoning Commission for Trestle Square Phase II subdivision have been completed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama, that the City accepts for maintenance the municipal improvements of infrastructure, except final layer of asphalt, located in the recorded and dedicated right-of ways and easements within said Trestle Square Phase II Subdivision with maintenance to begin on or about January 9, 2023.

RESOLVED AND DONE THIS 12th DAY OF DECEMBER 2022.

CITY COUNCIL OF THE CITY OF NORTHPORT

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda D. Webb
City Administrator

1st Reading: December 12, 2022
Motion By:
2nd Reading: January 9, 2023
Motion By:
Second By:



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

AGENDA ITEM NO. 9.a.2.

MEETING DATE: December 12, 2022

SUBJECT: Resolution Accepting Maintenance for Municipal Public Improvements of Final Layer - The Summit Phase III

Unfinished Business:

Public Hearing:

New Business:

First Reading: X

Consent Agenda:

Second Reading:

Prepared By: Engineering - NB

Approved By: Brad Matthews

Summary:

On April 4, 2022, the City Council voted to approve Resolution 22-53 accepting municipal public improvements of all infrastructure except for final layer of asphalt in The Summit Subdivision Phase III. The developer has completed the final layer. Section 306 of the Subdivision Regulations specifies that after certain criteria have been met by the developer, the City Engineer is to recommend to the Council acceptance of the municipal improvements constructed as part of a development. As Summit, LLC has met the requirements of Section 306 for The Summit Phase III, the staff recommends that the Council adopt the attached resolution accepting maintenance of the municipal public improvements for the final layer of asphalt as part of that development. Maintenance will begin upon adoption of the attached resolution.

Recommendation:

Approval of the attached resolution

Funding Source/GL Code:

GL Code No. N/A Amount: \$ 0

Motion for Consideration:

I move to adopt the attached resolution accepting maintenance for municipal public improvements of the final layer for property located at The Summit Subdivision, Phase III.

RESOLUTION NO. 22-178

RESOLUTION ACCEPTING MUNICIPAL PUBLIC IMPROVEMENTS OF FINAL LAYER OF ASPHALT IN THE SUMMIT SUBDIVISION, PHASE III

WHEREAS, the final plat for The Summit Subdivision, Phase III, has been accepted by the Northport Planning Commission and recorded in Plat Book 2022, page 5, in the Probate Office of Tuscaloosa County on January 13, 2022, a reproducible copy of which has been provided to the City; and,

WHEREAS, said plat recorded the lots for Phase III as well as the easements and right-of-way for all sections of the subdivision; and,

WHEREAS, the engineer of record, Mr. Riley T. Sims, P.E., a Professional Engineer in the State of Alabama, has certified that the developer has completed all required infrastructure in accordance with the Northport Subdivision Regulations and has submitted a maintenance bond as prescribed in Section 306 of the Northport Subdivision Regulations and accepted by the City Attorney; and,

WHEREAS, the engineer of record, Mr. Riley T. Sims, P.E., has submitted to the City a complete set of “As-Built” or “Record Drawings” of the development; and,

WHEREAS, the developer of The Summit Subdivision, Phase III, Summit, LLC, has requested that the City assume maintenance of infrastructure of final layer of asphalt in said subdivision; and,

WHEREAS, the City Engineer has reported to the City Council that all infrastructure required by the subdivision regulations and as specified by the Planning & Zoning Commission for The Summit Phase III subdivision have been completed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama, that the City accepts for maintenance the municipal improvements and all infrastructure located in the recorded and dedicated right-of way and easements within said The Summit Subdivision Phase III with maintenance to begin on or about January 9, 2023.

RESOLVED AND DONE THIS 12th DAY OF December 2022.

CITY COUNCIL OF THE CITY OF NORTHPORT

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda D. Webb
City Administrator

1st Reading: December 12, 2022
Motion By:
2nd Reading: January 9, 2023
Motion By:
Second By:



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

AGENDA ITEM NO. 9.a.3.

MEETING DATE: December 12, 2022

SUBJECT: 1st Reading, Resolution Extending the Operation Deadline for Mansa-NPT, LLC through February 28, 2023

Unfinished Business:

Public Hearing:

New Business:

First Reading: X

Consent Agenda:

Second Reading:

Prepared By: Kim Braughton

Approved By: Ron Davis

Summary:

This resolution extends the operation deadline through February 28, 2023 for the completion of the Marriott Courtyard. The developer has shown good cause for this extension due to several extenuating circumstances not under the control of the developer. Specifically, the Developer is waiting on delivery of elevator equipment. Suspension of rules is requested.

Recommendation:

To suspend the rules and adopt the attached Permanent Resolution.

Funding Source/GL Code:

GL Code No. N/A

Motion for Consideration:

I move to suspend the rules to immediately consider this item for adoption.

I move the adoption of the Permanent Resolution extending the Operation Deadline as set forth in the Redevelopment Reimbursement Agreement with Mansa-NPT, LLC until February 28, 2023.

PERMANENT RESOLUTION NO. 22 –

**RESOLUTION EXTENDING THE OPERATION DEADLINE FOR MANSA-NPT, LLC THROUGH
FEBRUARY 28, 2023**

WHEREAS, the City of Northport adopted Resolution 19-87 authorizing the Redevelopment Reimbursement Agreement by and between the City of Northport, Alabama and Mansa-NPT, LLC on August 27, 2019; and

WHEREAS, the City of Northport amended the Redevelopment Reimbursement Agreement by Permanent Resolution 20-28 on May 4, 2020; and

WHEREAS, this Redevelopment Reimbursement Agreement, as amended, was validated in the Circuit Court of Tuscaloosa County, Alabama on July 1, 2020; and

WHEREAS, the project construction deadlines are set forth in paragraphs two point three (2.3) on page six (6) and two point nine (2.9) on page seven (7) of the Redevelopment Reimbursement Agreement; and

WHEREAS, paragraph two point nine (2.9) requires the developer to be “diligently pursuing completion of the project”; and

WHEREAS, paragraph two point nine (2.9) states “The City shall extend the operation deadline set forth herein for good cause shown by Developer, as determined by the City in its reasonable discretion”; and

WHEREAS, the Developer has shown good cause for extending the Operation Deadline for various reasons beyond the Developers control; and

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

1. The city finds that the Developer is diligently pursuing completion of the project.
2. The city finds that the Developer has shown good cause for the extension of the operating deadline due to factors beyond the control of the Developer, including, but not limited to the following:
 - a) There has been a delay in the delivery of the elevator equipment.
3. The city is required by paragraph two point nine (2.9) to extend the operation deadline for good cause shown by developer.
4. The city has determined in its reasonable discretion that the developer has shown good cause for this extension of the operation deadline.
5. The operation deadline shall be and hereby is extended until February 28, 2023.

RESOLVED AND DONE THIS 12th DAY OF DECEMBER, 2022.

**CITY COUNCIL OF THE CITY OF
NORTHPORT**

Jeff Hogg, Its President

ATTEST:

Glenda D. Webb, City Administrator

APPROVED this the 12th day of December, 2022.

Bobby Herndon, Mayor

I hereby certify that the above and foregoing Permanent Resolution was published on _____, 2022 in the Northport Gazette, a newspaper of general circulation published in the City of Northport.

Glenda D. Webb, City Administrator

1st Reading: Rules Suspended
Motion By:
Second By:
2nd Reading: December 12, 2022
Motion By:
Second By:
Publication:

We aim to be the 'Mansa' of Xenia.

On Tue, Nov 29, 2022 at 3:01 PM Jeff Hogg <jhogg@cityofnorthport.org> wrote:
I'm sure we can work something out. What timeframe are you needing?

Yes I would love to come by and see what it looks like

Jeff Hogg
President
Northport City Council - District 5
"Old Ways, Won't Open New Doors"

On Nov 29, 2022, at 10:33 AM, Rupesh Patel <rupesh@mansahospitality.com> wrote:

Hello All :

We are very close to getting the hotel open. Majority of the inspections are completed and the cleaning process has begun. Per our development agreement we need to open the hotel before December 31st, 2022. We may need to extend that timeline a few more weeks, as the elevator equipment has been delayed. Please let me know what steps need to be taken to get the extension completed. Let me know if you need more information or want to visit the site.

Many thanks,

 **Rupesh Patel**
205.937.1277
rupesh@mansahospitality.com

We aim to be the 'Mansa' of Xenia.

On Tue, Sep 6, 2022 at 2:37 PM Rupesh Patel <rupesh@mansahospitality.com> wrote:
Good Afternoon :

Ronald L. Davis

From: Rupesh Patel <rupesh@mansahospitality.com>
Sent: Thursday, December 1, 2022 6:07 PM
To: Jeff Hogg
Cc: AJ Patel; Glenda Webb; Ronald L. Davis
Subject: Re: MEETING TODAY

Jeff:

Let me know what day you want to visit. One of us is usually there, if we know the time and day we will make sure to be there when you arrive.

Thanks

Rupesh

On Thu, Dec 1, 2022 at 17:15 Jeff Hogg <jhogg@cityofnorthport.org> wrote:

I can visit next week if someone will be there.

Jeff Hogg
President
Northport City Council - District 5
"Old Ways, Won't Open New Doors"

From: Rupesh Patel <rupesh@mansahospitality.com>
Sent: Wednesday, November 30, 2022 8:55 AM
To: Jeff Hogg <jhogg@cityofnorthport.org>
Cc: Ronald L. Davis <rdavis@cityofnorthport.org>; Glenda Webb <gwebb@cityofnorthport.org>; AJ Patel <AJ@mansahospitality.com>
Subject: Re: MEETING TODAY

Good Morning Jeff :

I think we will be ready to open by January 30th based on the information provided by Schindler. It would be better to have an extension upto 28th February, just to allow some uncertainties.

Let me know when you would like to visit the site. AJ is on site all this week.

Many thanks,



Rupesh Patel

205.937.1277

rupesh@mansahospitality.com



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

AGENDA ITEM NO. 9.b.1.

MEETING DATE: December 12, 2022

SUBJECT: Resolution Declaring Emergency and Authorizing Emergency Public Works Contract with Video Industrial Services to Clean Carroll's Creek Pump Station

Unfinished Business:

New Business:

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 Video Industrial Services, Inc., for cleaning the debris out of Carroll's Creek Pump Station. Due to the depth of the pump station it requires man entry into the pump station to clean the debris.

The Utilities Department is requesting that the Council approve the emergency resolution and purchase requisition in the amount of \$6,420.00 to clean the pump station.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 50-39-515-50457 Amount: \$ 6,420.00

Motion for Consideration:

I move the adoption of a resolution declaring an emergency and authorizing an emergency public works contract with Video Industrial Services, Inc., for cleaning at Carroll's Creek Pump Station.

RESOLUTION NO. 22-

**RESOLUTION DECLARING EMERGENCY AND AUTHORIZING EMERGENCY PUBLIC WORKS
CONTRACT WITH VIDEO INDUSTRIAL SERVICES TO CLEAN CARROLL'S CREEK PUMP
STATION**

WHEREAS, the Carroll's Creek Pump Station is clogged with debris; and

WHEREAS, the debris is causing operation issues within the station and due to the depth of the station will require man entry to remove the debris; and

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

- 1) That pursuant to Ala. Code §39-2-2(e) (1975) an emergency exists affecting the public health, safety, and/or convenience, in regards to cleaning the Carroll's Creek Pump Station. Upon recommendation of the Utilities Department, the City Council determines that any delay in the immediate cleaning of the pump station could substantially affect public health, safety and/or convenience.
- 2) That the City Administrator is hereby authorized to execute an emergency public works contract with Video Industrial Services, Inc., for the abovementioned contract, all by and as an act for and on behalf of the City of Northport.

RESOLVED AND DONE THIS _____ DAY OF _____, 2022.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda D. Webb
City Administrator

Reading: December 12, 2022
Motion By:
Second By:



**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: 11/21/2022

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


Debris is clogging Carroll Creek Pumping Station, creating operational issues withing the station. City staff has worked to keep the station operational, but the debris needs to be removed. The station is 40' deep and will require man entry to remove the debris.

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:

Malfunction of the Carroll Creek Pumping Station could create a sanitary sewer overflow into nearby water bodies.

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

11/21/2022

Date



City Attorney

11/22/22

Date



City Administrator

11/22/22

Date



VIDEO INDUSTRIAL SERVICES, INC.

Specializing in today's needs for environmental protection.

November 21, 2022

PROPOSAL:

SUBMITTED TO: City of Northport Utilities Department

ATTN: Cynthia Davis & Mike Brown

cdavis@cityofnorthport.org mbrown@cityofnorthport.org

PROPOSAL: To provide the necessary labor and equipment to remove liquid and debris from one wet well/lift station located beside Carroll Creek in Northport, AL.

VIS will provide a 4-person crew, (2) industrial vacuum loader trucks, a 3500 PSI hot blaster and a support vehicle with all needed piping to remove the material. All material removed will be taken to the Northport WWTP for disposal.

Proposed pricing for this project is: **\$6,420.00 Lump Sum**

Any delays over one hour of VIS work procedures caused by City of Northport or onsite contractors will be charged to City of Northport at an additional rate of **\$535.00** per hour.

Terms: Net 30 days. Subject to Terms and Conditions attached.

If you find the above proposal satisfactory, please sign a copy, return a copy to us and retain a copy for your records. To schedule the above services, please contact our office as soon as possible.

Respectfully submitted,

VIDEO INDUSTRIAL SERVICES, INC.

Phillip Bell

Vice President

ACCEPTED this _____ day of _____ 20____

Name of Purchaser

Name and Title

7721 2nd Ave N. ☐ Birmingham, AL 35206 ☐ (205) 798-0300 ☐ (800) 341-1425 ☐ FAX (205) 798-6211

www.carvlon.com

VIDEO INDUSTRIAL SERVICES, INC.

GENERAL TERMS AND CONDITIONS

- I. **General Conditions:** These general conditions are incorporated by reference into the proposal by and are part of the Agreement under which services are to be performed by the Contractor for the Customer.
- II. **Customer Supplied Labor:** Where the Customer supplies labor for the Contractor, the Customer will indemnify the Contractor for liability, loss or expense for work related injuries to the Customer's employees. The Customer agrees to waive all rights or subrogation against the Contractor arising out of the work in this Agreement.
- III. **Damage Limitations:** Under no circumstances will the Contractor be responsible for indirect, incidental or consequential damages. The Contractor also is not responsible for the rendering of or failure to render architectural, engineering or surveying professional services.
- IV. **Preexisting Conditions:** The Contractor will not be responsible for liability, loss or expense (including damage caused by the backup of basement sewers) where the primary cause of the claim or damage is preexisting conditions including faulty, inadequate or defective design, construction, maintenance or repair of property or contamination of the subsurface where the condition existed prior to the start of the Contractor's work. Customer is responsible for loss of service equipment caused by the preexisting conditions at the jobsite.
- V. **Environmental Conditions:** The debris is represented to Contractor to be non-hazardous, requiring no manifesting or special permitting. The Customer will be responsible for any additional costs or claims associated with the treatment, storage, disposal of the removed debris, or breach of the above representation, at any time during or after the completion of this project.
- VI. **Indemnification:** The Customer and Contractor will each indemnify the other for liability, loss and expense incurred by the other party resulting from a negligent act or omission in performance of work under this Agreement. If both parties are jointly at fault, each will indemnify the other in proportion to their relative fault. The Customer also will indemnify Contractor for liability, loss and expense resulting from Contractor's services if the Contractor is acting at the direction or instruction of the Customer, or where the primary cause of any damages is due to information provided by the Customer.
- VII. **Credit Policy:** Regular Terms are Net 30 Days. The company may charge interest at the rate of 1-1/2% per month on all invoices outstanding 60 days past invoice date.
- VIII. **Entire Agreement:** This proposal together with any written documents which may be incorporated by specific reference herein constitutes the entire agreement between the parties and supersedes all previous communications between them, either oral or written. The waiver by contractor of any term, condition or provision herein stated shall not be construed to be a waiver of any other term, condition or provision hereof.



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

AGENDA ITEM NO. 9.b.2.

MEETING DATE: December 12, 2022

SUBJECT: Resolution Authorizing Water Service Outside of the City Limits at 15104 Preacher Lee Road

Unfinished Business:

New Business:

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Allison Martin

Approved By: Ron Davis

Summary:

Mr. & Mrs. John and Karen Edwards have property at 15104 Preacher Lee Road, that cannot presently be annexed into the city because the property is not contiguous. The address is outside of the city limits and, also outside of the planning jurisdiction. They are requesting city water service. The Municipal Code allows this with the unanimous consent of the city council. The staff recommends this access be allowed. Per city code this requires a unanimous vote of city council. 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 that 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 City Administrator Approval: _____

Motion for Consideration:

I move the adoption of a resolution authorizing water service outside of the city limits to be provided to Mr. & Mrs. John and Karen Edwards, for property located at 15104 Preacher Lee Road, in pursuant to the conditions in the resolution.

RESOLUTION NO. 22-

**RESOLUTION AUTHORIZING WATER SERVICE OUTSIDE OF THE CITY LIMITS FOR
PROPERTY LOCATED AT 15104 PREACHER LEE ROAD**

WHEREAS, Mr. & Mrs. John and Karen Edwards, has property located at 15104 Preacher Lee Road, Coker, AL, and has requested that they be allowed to obtain water from the City of Northport for this property; and

WHEREAS, Mr. & Mrs. Edwards 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 unanimously agrees to provide water service to the property located at 15104 Preacher Lee Road, Northport, AL, by unanimous vote of the City Council.
- 2) All costs of this connection shall be paid by the applicant and not by the City of Northport.
- 3) The applicant agrees that if at any time this property becomes contiguous to the city limits, that the property will be annexed in the City of Northport. If the applicant or future owner of this property refuses to annex into the city, then the City reserves the right to terminate water services to this property at that time.

RESOLVED AND DONE THIS _____ DAY _____ OF, 2022.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda D. Webb
City Administrator

Reading: December 12, 2022
Motion By:
Second By:



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

AGENDA ITEM NO. 9.b.3.

MEETING DATE: December 12, 2022

SUBJECT: Resolution Adopting the Rose Blvd. Outdoor Adventure Park Master Plan

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Engineering - NB

Approved By: Brad Matthews

Summary:

On March 7, 2022, the City Council approved a professional services contract with TTL, Inc. for the Recreational Master Plan by Resolution 22-38. The Engineering department is requesting that the City Council adopt the Rose Blvd. Outdoor Adventure Park Master Plan which is part of the Recreational Master Plan. Adoption of this master plan will have no fiscal impact on the City.

Recommendation:

It is recommended that this request be approved.

Funding Source/GL Code:

GL Code No. N/A Amount: \$ 0

Motion for Consideration:

I move that the City Council adopt the Rose Blvd. Outdoor Adventure Park Master Plan which is part of the Recreational Master Plan.

RESOLUTION NO. 22-179

**RESOLUTION ADOPTING THE ROSE BLVD. OUTDOOR ADVENTURE PARK
MASTER PLAN**

WHEREAS, on March 7, 2022, the Recreational Master Plan was approved by the City Council by Resolution 22-38; and,

WHEREAS, the master plan has been completed. The Engineering department is requesting that the City Council adopt the Rose Blvd. Outdoor Adventure Park Master Plan which is part of the Recreational Master Plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama that the City Council has hereby adopted the Rose Blvd. Outdoor Adventure Park Master Plan which is part of the Recreational Master Plan.

RESOLVED AND DONE THIS 12th DAY OF DECEMBER 2022.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

BY:

Jeff Hogg, Its President

Glenda D. Webb
City Administrator

Reading: December 12, 2022

Motion:

Second:



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

AGENDA ITEM NO. 9.b.4.

MEETING DATE: December 12, 2022

SUBJECT: Resolution Awarding Bid for Solids Dewatering Equipment for WWTP Solids Handling Improvement Project

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Allison Martin

Approved By: John Webb

Summary:

On July 18, 2022, the City Council approved Resolution 22-112, for the Engineering contract of the Wastewater Treatment Plant (WWTP) Solids Handling Improvements Project.

As part of that project, the Utilities Department received proposals for the Solids Dewatering Equipment on October 18, 2022, and received 3 proposals.

This Project is funded with American Rescue Plan Act (ARPA) funds.

The department recommends that the Council award the bid to FKC, Co. Ltd., the lowest qualified bidder, in the amount \$651,364.00, as shown in the attached tabulation.

Recommendation:

Award the bid to FKC, Co., Ltd.

Funding Source/GL Code:

GL Code No. 50-39-600-81601 Amount: \$651,364.00

Motion for Consideration:

I move to approve the resolution awarding the bid for the Solids Dewatering Equipment for the WWTP Solids Handling Improvement Project, to FKC, Co., Ltd., in the amount of \$651,364.00, and to authorize the City Administrator to execute the necessary documents and requisition needed to proceed with the contract.

RESOLUTION NO. 22-

RESOLUTION AWARDING BID SOLIDS DEWATERING EQUIPMENT FOR WWTP SOLIDS HANDLING IMPROVEMENTS PROJECT

WHEREAS, on Tuesday, July 18, 2022, the City Council approved Resolution 22-112, for the Engineering contract of the Wastewater Treatment Plant (WWTP) Solids Handling Improvements Project; and

WHEREAS, Tuesday, October 18, 2022, the Utilities Department received 3 proposals for the Solids Dewatering Equipment; and

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

- 1) The City Council awards the bid to FKC, Co., Ltd., being the lowest qualified bidder, meeting all specifications, as shown in the bid tabulation attached as "Exhibit A", in the amount of \$651,364.00.00.
- 2) The City Administrator is hereby authorized to take all actions, execute all documents and approve all expenditures for the agreement.

RESOLVED AND DONE THIS _____ DAY OF _____, 2022.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda D. Webb
City Administrator

Reading: December 12, 2022
Motion By:
Second By:

EXHIBIT “A”



December 5, 2022

Mr. John Webb
The City of Northport Utilities
3500 McFarland Blvd.
Northport, AL 35476

Re: Northport WWTP Solids Handling Improvements - Solids Dewatering Equipment RFPs
Krebs Job No. 21050

Dear John:

Three (3) proposals for providing solids dewatering equipment for the above-referenced project were received on October 19, 2022. The order of proposals received, beginning with the low bidder, was as follows:

- 1. FKC Co., Ltd..... \$651,364.00
- 2. BDP Industries, Inc..... \$785,500.00
- 3. Process Wastewater Technologies, LLC \$845,125.00

In addition to the above-listed pricing for the complete solids dewatering equipment, each manufacturer provided a deduction for not supplying the in-line grinder:

- 1. FKC Co., Ltd..... \$39,000.00
- 2. BDP Industries, Inc..... \$25,000.00
- 3. Process Wastewater Technologies, LLC \$45,500.00

As a part of the research performed by Krebs Engineering, Inc. (Krebs) and The City of Northport Utilities (City) personnel in the preparation of the RFPs, FKC Co., Ltd. (FKC) has demonstrated that it has the project experience, technical capabilities, personnel and financial resources to supply the equipment as indicated within their proposal. In addition to evaluating this information during the proposal process and reviewing the submitted proposal, the RFPs required that each supplier submit information to complete a fifteen (15) year present worth of capital, operation, maintenance, and replacement parts for their respective equipment. This analysis was completed within a spreadsheet that was developed by Krebs. The summary of the analysis is included herewith for your records. As described on the summary sheet, the analysis indicates that FKC has the most cost-effective proposal from both a capital cost and 15-year present worth analysis.

Finally, we have reviewed FKC's noted acceptations to the specifications and feel that their responses are reasonable. Krebs is also in agreement with allowing additional sludge drying testing to be completed to confirm the performance guarantee, along with leaving the in-line grinder as part of the scope of work.

Mr. John Webb
December 5, 2022
Page 2

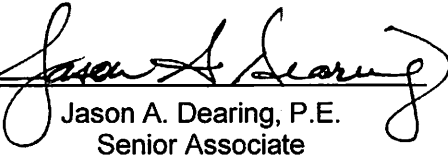
In summary, we recommend that the City notify FKC of its intent to accept their proposal for this equipment in the form of a purchase order for a total cost of \$651,364.00 under the following payment terms contingent upon FKC confirming their supplied performance guarantee is acceptable.

- a. 10% with Certified Drawings/Submittals
- b. 80% with Delivery
- c. 10% with Final Acceptance

If you have any questions or need any additional information, please feel free to let us know.

Sincerely yours,

Krebs Engineering, Inc.

By 
Jason A. Dearing, P.E.
Senior Associate

Enclosure

Krebs File No. 21050

Cost Comparison for Northport WWTP Improvements

Solids Dewatering System

Proposal Summary



Solids Dewatering System Proposal Summary

Solids Dewatering System	Base Equipment Cost - 1	Annual Power Costs - 2	Annual Maintenance Parts Costs - 3	Annual O&M Labor Costs - 4	Polymer Usage Costs - 5	Sludge Disposal Costs - 6	Total Net Present Value - 7	Grinder Deduction
BDP (Nominal 500 lbs/hr, 400 tons/yr)	\$776,000	\$4,513	\$1,898	\$4,000	\$33,560	\$125,789	\$3,167,775	(\$45,500)
FKC (Nominal 650 lbs/hr, 500 tons/yr)	\$651,364	\$1,779	\$500	\$3,077	\$24,163	\$113,210	\$2,662,293	(\$39,000)
PW TECH (Nominal 1050 lbs/hr, 820 tons/yr)	\$830,125	\$1,208	\$300	\$1,905	\$40,272	\$141,513	\$3,439,392	(\$25,000)

Notes:

1. Cost for system equipment, including delivery to site and 1 year warranty (FKC has standard 5 year). PW Tech said they included taxes.
2. Costs based on total system equipment Kw/hr. requirement @ \$0.12/kW/hr.
3. Manufacturer supplied.
4. Costs based on 1% of annual runtime hours required for maintenance labor @ \$25/hr.
5. Costs based performance guarantee and polymer cost of \$1.50/lb
6. Costs based on disposing of 400 dry tons/year with % solids guarantee at \$55/ton
7. Net present value calculation for 15 years @ 5% discount.
8. Each supplier provided a deduction for not supplying grinder



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

AGENDA ITEM NO. 9.b.5.

MEETING DATE: December 12, 2022

SUBJECT: Resolution Adopting the Kentuck Festival and Sportsplex Area Master Plan

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Engineering - NB

Approved By: Brad Matthews

Summary:

On March 7, 2022, the City Council approved a professional services contract with TTL, Inc. for the Recreational Master Plan by Resolution 22-38. The Engineering department is requesting that the City Council adopt the Kentuck Festival and Sportsplex Area Master Plan which is part of the Recreational Master Plan. Adoption of this master plan will have no fiscal impact on the City.

Recommendation:

It is recommended that this request be approved.

Funding Source/GL Code:

GL Code No. N/A Amount: \$ 0

Motion for Consideration:

I move that the City Council adopt the Kentuck Festival and Sportsplex Area Master Plan which is part of the Recreational Master Plan.

RESOLUTION NO. 22-180

**RESOLUTION ADOPTING THE KENTUCK FESTIVAL AND SPORTSPLEX AREA
MASTER PLAN**

WHEREAS, on March 7, 2022, the Recreational Master Plan was approved by the City Council by Resolution 22-38; and,

WHEREAS, the master plan has been completed. The Engineering department is requesting that the City Council adopt the Kentuck Festival and Sportsplex Area Master Plan which is part of the Recreational Master Plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama that the City Council has hereby adopted the Kentuck Festival and Sportsplex Area Master Plan which is part of the Recreational Master Plan.

RESOLVED AND DONE THIS 12th DAY OF DECEMBER 2022.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

BY:

Jeff Hogg, Its President

Glenda D. Webb
City Administrator

Reading: December 12, 2022

Motion:

Second:



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

AGENDA ITEM NO. 9.b.6.

MEETING DATE: December 12, 2022

SUBJECT: Resolution electing a City Council President

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Kim Braughton

Approved By: Ron Davis

Summary:

City Council President Jeff Hogg, resigned his position as Council President effective December 29, 2022. Consequently, the City Council would like to elect John Hinton as its new Council President.

Recommendation:

To approve the attached resolution electing John Hinton as the President of the Northport City Council effective immediately after the resignation of President Jeff Hogg.

Funding Source/GL Code:

GL Code No. N/A

Motion for Consideration:

I move to accept the resignation of Jeff Hogg as City Council President, effective on December 29, 2022, and elect Councilman John Hinton as the new Council President of the Northport City Council effective immediately upon the resignation of President Hogg on December 29, 2022.

RESOLUTION NO. 22-

RESOLUTION ELECTING A CITY COUNCIL PRESIDENT

WHEREAS, Bobby Herndon has voluntarily resigned his position as Mayor of the City of Northport, effective December 31, 2022; and

WHEREAS, Jeff Hogg has resigned his position as Council President effective December 29, 2022, but shall continue to serve as the elected Council Member from District 5 through the remainder of his term of office; and

WHEREAS, the Council wishes to elect John Hinton as its new Council President, effective December 29, 2022 to fill the vacancy in the position of Council President.

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

1. The Northport City Council hereby accepts the resignation of Jeff Hogg as Council President, effective December 29, 2022.
2. Jeff Hogg shall continue to serve as the elected Council member for District Five until the end of his term of office in 2025.
3. Councilman John Hinton is hereby elected as the new City Council President of the Northport City Council, effective on December 29, 2022, or immediately at the time the resignation of Jeff Hogg as City Council President becomes effective.
4. Due to the voluntary resignation of Bobby Herndon as Mayor of the City of Northport, effective on December 31, 2022. Pursuant to Alabama Code §11-43-42, there will be a vacancy in the office of Mayor on January 1, 2023. The vacancy shall be filled by the then current President of the Council, John Hinton, for the unexpired term of the Mayor of Northport, as required by law.
5. On January 1, 2023, John Hinton shall become the new Mayor of the City of Northport and shall serve as Mayor of the City of Northport for the remainder of the Mayor's term in office in 2025.

RESOLVED AND DONE THIS 12th DAY OF DECEMBER, 2022.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

Jeff Hogg, Its President

ATTESTED:

Glenda D. Webb, City Administrator

Reading:
Motion By:
Second By:



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

AGENDA ITEM NO. 9.b.7.

MEETING DATE: December 12, 2022

SUBJECT: Resolution Authorizing the City Administrator to Execute the Master Service Agreement with ProParks Management Company, LLC for the Northport Water Park

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading: X

Prepared By: Engineering - NB

Approved By: Brad Matthews

Summary:

The Engineering department is requesting that the City Council authorize the City Administrator to execute the Master Service Agreement submitted by ProParks Management Company, LLC for professional services on the Northport Water Park. Acceptance of this agreement will have no fiscal impact on the City.

Recommendation:

It is recommended that this request be approved.

Funding Source/GL Code:

GL Code No. N/A Amount: \$ 0

Motion for Consideration:

I move that the City Council authorize the City Administrator to execute the master service agreement submitted by ProParks Management Company, LLC for professional services on the Northport Water Park.

RESOLUTION NO 22-181

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE MASTER SERVICE AGREEMENT WITH PROPARKS MANAGEMENT COMPANY LLC FOR PROFESSIONAL SERVICES ON THE NORTHPORT WATER PARK

WHEREAS, ProParks Management Company, LLC has submitted a master service agreement for professional services on the Northport Water Park; and,

WHEREAS, the Engineering department is requesting that the City Council authorize the City Administrator to execute the master service agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama that the City Administrator is authorized to execute the master service agreement with ProParks Management Company, LLC for professional services on the Northport Water Park.

RESOLVED AND DONE THIS 12th day of December 2022.

CITY COUNCIL OF THE CITY OF NORTHPORT

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda D. Webb
City Administrator

Reading: December 12, 2022
Motion By:
Second By:

**CONSULTANT'S
MASTER SERVICE AGREEMENT
FOR
PROFESSIONAL SERVICES**

This **Consultant's Master Service Agreement** (the "AGREEMENT") is entered into this ___ day of December 2023 by and between **City of Northport** (the "CLIENT") and ProParks Services LLC (the "CONSULTANT").

WITNESSETH: WHEREAS CLIENT desires to commission the Services of Consultant to perform the hereinafter-described Services, and Consultant desires to be so commissioned.

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

1. ISSUANCE AND EXECUTION OF PROPOSALS:

From time to time, CLIENT will require certain engineering, construction or professional services from CONSULTANT with respect to a particular property or properties (which shall be referred to herein as a "Project"). Such services could include surveys, engineering services, procurement, consulting, project management, or other professional Services offered by CONSULTANT, (collectively referred to as "Services"). In each instance, the CLIENT shall send the CONSULTANT a Request for Proposal (RFP). The RFP shall generally describe the Services to be performed, include CLIENT's current standard scope of Services as they may change from time to time and as set forth in EXHIBIT A, any CLIENT specific scopes of Services, any schedule or completion date for such Services, and any special conditions or circumstances governing such Services.

Within five (5) days of receipt of each RFP, the CONSULTANT shall submit to the CLIENT a written proposal for Acceptance ("Proposal") by the CLIENT, which Proposal shall be in the form attached hereto as EXHIBIT B. The CONSULTANT's Proposal shall include a detailed description of the Services to be performed, the cost or contract price for such Services, the schedule or completion date for such Services, and any other conditions or qualifications for performance of such Services under this AGREEMENT. Once a Proposal is signed by an authorized representative of the CLIENT, CONSULTANT shall undertake to perform and complete the Services described in the executed Proposal under the terms and conditions set forth in this AGREEMENT.

CLIENT may, from time to time, authorize CONSULTANT in writing to perform Services in addition to the Services set forth in EXHIBIT B and,

CONSULTANT shall perform such additional Services (“Additional Services”) in connection with and as part of the services. Any such Additional SERVICES shall be set forth, in a Change Order which shall be made part of this AGREEMENT, executed by both parties. The Change Order shall be in the form presented in EXHIBIT “C”. No additional work shall be performed without an executed Change Order.

The terms and conditions contained in this AGREEMENT are incorporated by reference into each and every Proposal entered into pursuant to this AGREEMENT.

2. COMPENSATION:

The CLIENT executing each separate Proposal shall pay the CONSULTANT for satisfactory performance of the Services described in the accepted, signed Proposal and Change Order for each Project, including a pass through of 1.0 for reasonable reimbursable expenses approved by CLIENT.

CLIENT retains the right to reduce any portion of CONSULTANT’S Scope of Services as set forth in EXHIBIT “A”. In such event, CONSULTANT will provide a revised EXHIBIT “A” Proposal or CLIENT can issue a Change Order, on which both parties agree.

CONSULTANT shall invoice CLIENT by the 25th of each month or at completion of the Services, and CLIENT shall upon approval of the same, pay such approved invoice (or uncontested portion thereof) within an approximate (30) thirty day billing cycle after receipt of the invoice. Authorized reimbursable expenses shall be indicated and shall be invoiced, within 90 days of the date incurred along with receipts or other documentation to substantiate expenditures. All invoices should be addressed to:

City of Northport

3. CONFIDENTIALITY OF MATERIAL:

CONSULTANT may, during the course of providing SERVICES and Additional Services hereunder or in relation to this AGREEMENT, have access to and acquire knowledge regarding materials, data, systems and other information of or with respect to CLIENT and any subsidiaries and affiliated companies thereof, which may not be accessible or known to the general public. Any knowledge acquired by CONSULTANT from such materials, data, systems, or information or otherwise through its engagement hereunder shall be treated as confidential and shall not be used, published or divulged by CONSULTANT, to any other person, firm or corporation, in any advertising or promotion regarding CONSULTANT or its Services, or in any other manner or connection whatsoever

without first having obtained the prior written consent of CLIENT, which consent CLIENT may withhold in its sole discretion. CONSULTANT specifically agrees that the foregoing confidentiality obligation applies to any information acquired by or disclosed to CONSULTANT in any document provided to CONSULTANT by CLIENT.

CLIENT may request at any time that CONSULTANT promptly deliver to CLIENT any or all material provided to CONSULTANT during the term of this AGREEMENT. Additionally, CLIENT may request that all documents, memoranda, notes and any other material prepared by CONSULTANT in execution of this AGREEMENT or the Services performed hereunder, be destroyed, and that this destruction be certified in writing to CLIENT by CONSULTANT. The provisions of this Article shall survive the expiration of earlier termination of this AGREEMENT.

4. CONFLICT OF INTEREST:

During the term of this AGREEMENT, CONSULTANT agrees not to accept, unless specifically authorized by CLIENT, any employment or engage in any representation or consultation that does or may directly or indirectly conflict with or be adverse to any interest of CLIENT, regarding this assignment, including without limitation any employment by or representation of a government entity or agency that regulates CLIENT or that has jurisdiction over land owned by CLIENT.

5. PROMOTION & DESIGN RIGHTS:

a. CONSULTANT shall acquire no right under this AGREEMENT to use, and shall not without the prior written authorization of CLIENT use, the name of CLIENT or any of its affiliated or subsidiary companies;

- i. in any of its advertising, publicity, or promotion; with the exception of basic project information or
- ii. in any in-house publication; or
- iii. to express or imply any endorsement by CLIENT of its SERVICES in any other manner whatsoever (whether or not similar to the uses herein above specifically prohibited).

The provisions of this article shall survive the expiration or earlier termination of this AGREEMENT.

b. All reports, and other tangible deliverables (collectively referred to as "Plans") prepared, produced or provided by CONSULTANT pursuant to this AGREEMENT are, shall be and remain the sole and exclusive property of

CLIENT; however, CLIENT assumes no liability whatsoever for the Plans and by this provision acquires the right to use the Plans.

c. The CONSULTANT shall deliver all Plans to CLIENT upon completion thereof, unless it is necessary for CONSULTANT, in CLIENT'S sole discretion, to retain possession of such Plans for a longer period of time. Upon early termination of CONSULTANT'S SERVICES hereunder, CONSULTANT shall deliver to CLIENT all Plans whether complete or not. CLIENT shall have and retain all rights to use any and all Plans and, if such Plans are incomplete when delivered to CLIENT, this provision authorizes CLIENT through other appropriate professionals to complete the Plans for their intended use and then use the Plans, just as if the Plans had been completed by CONSULTANT. CONSULTANT may retain a copy for its permanent records, provided the CONSULTANT does not use any such Plans for any purpose without CLIENT's prior written consent.

d. CLIENT shall retain all rights, title and interest, in and to all Plans developed pursuant to this AGREEMENT for purposes of their use by CLIENT. All Plans are work made for hire for CLIENT as the author, creator, or inventor thereof upon creation, and CLIENT shall have all rights of use therein pertaining, including, without limitation, rights of reproduction and regardless of whether the Services performed under this AGREEMENT produce or include copyrightable materials of design. This provision shall be construed as and constitute a complete assignment to CLIENT of any and all rights CONSULTANT may have (if any) as necessary to authorize and empower CLIENT to use the Plans. For purposes of copyright or patent, CLIENT has the right to such copyrightable or patentable deliverables produced by CONSULTANT under this AGREEMENT for purposes of CLIENT's use thereof.

6. INSURANCE, WARRANTY & INDEMNIFICATION:

a. CONSULTANT agrees to, indemnify and hold harmless CLIENT and any of it's subsidiaries and affiliated companies, and their officers, directors, employees and agents from and against the losses, damages, injuries, causes of action, claims, demands and expenses (whether based upon tort, breach of contract, failure to pay employee taxes or withholdings, failure to obtain workers' compensation insurance or otherwise), including legal fees and expenses, of whatever kind or nature arising out of or in connection with, on account of, or resulting from claims related to, any negligent or intentional act, error, or omission related to or associated with performance of obligations pursuant to this AGREEMENT by CONSULTANT or its subcontractors, affiliates, officers, directors, employees, representatives or agents, or any others for whom CONSULTANT is responsible, or any failure of CONSULTANT to perform its Services and any Additional Services, in accordance with this AGREEMENT and without such reference constituting a limitation on the Services required under this AGREEMENT. CONSULTANT is responsible for all Services and Additional

Services provided by this agreement and all such services and Additional Services shall provided consistent with all applicable standards of performance of such Services recognized in CONSULTANT's business or profession. The provisions of this paragraph shall survive the expiration or earlier termination of this AGREEMENT.

b. CONSULTANT hereby represents that it has the professional experience and skill to perform the Services and Additional Services, if applicable, required to be performed hereunder; that it shall comply with the applicable federal, state and local laws, rules, ordinances or codes, including all professional registration (both corporate and individual) for all required basic disciplines; that it shall perform the Services and Additional Services in accordance with the terms hereof, and without such reference constituting a limitation on the Services required under this AGREEMENT in accordance with generally accepted professional standards and in an expeditious and economical manner, and that it has sufficient capital assets and is adequately financed to meet all financial obligations it may be required to incur hereunder. CONSULTANT shall, throughout the performance of its obligations under this AGREEMENT, maintain insurance requirements as set forth in EXHIBIT "D" attached hereto and incorporated by this reference.

c. CONSULTANT shall cause CLIENT and any agents as CLIENT designates in writing to CONSULTANT to be identified by Policy Endorsement as additional named insured on CONSULTANT'S Commercial General Liability Insurance, which CONSULTANT is required to maintain in accordance with EXHIBIT "D".

7. ASSIGNMENT & AGENCY:

a. This AGREEMENT is for the personal Services of CONSULTANT and may not be assigned by CONSULTANT, nor shall it be assignable by operation of law without the prior written consent of CLIENT, which consent CLIENT may withhold in its sole discretion.

b. It is the express intention of the parties that CONSULTANT is an independent contractor and not an employee, agent, joint venture or partner of CLIENT. Nothing in this AGREEMENT shall be interpreted or construed as creating or establishing the relationship of employer and employee between CLIENT and CONSULTANT or any employee or agent of CONSULTANT. Both parties acknowledge that CONSULTANT is not an employee for state or federal tax purposes. Subject to Paragraph 4 of this AGREEMENT, CONSULTANT shall retain the right to perform Services for others during the term of this AGREEMENT. Since CONSULTANT is not CLIENT'S employee, CONSULTANT is responsible for paying all required state and federal taxes. In particular:

- i. CLIENT shall not withhold FICA (Social Security) from Consultant's payments;
- ii. CLIENT will not make state or federal unemployment insurance contributions on CONSULTANT'S behalf;
- iii. CLIENT will not withhold state or federal income tax from payment to CONSULTANT;
- iv. CLIENT will not make disability insurance contributions on behalf of CONSULTANT;
- v. CLIENT will not obtain or maintain workers' compensation insurance on behalf of CONSULTANT.

c. CONSULTANT shall complete, execute and deliver to CLIENT a Request for Taxpayer Identification and Certification Form (W-9) prior to, or concurrent with, the execution of the AGREEMENT by CONSULTANT.

8. DETERMINATION OF DISPUTES:

Any claims, demands, or other matters in question between CLIENT and CONSULTANT, except for Limited Arbitration as set forth below, shall be submitted, at the place of exclusive venue, to the appropriate Court in Tuscaloosa County, Alabama, having jurisdiction over the subject matter. Such disputes shall be determined by the Court without a jury (trial by jury being expressly waived). This AGREEMENT shall be governed by, and be construed in accordance with, the laws of the State of Alabama without regard to principles of conflicts of law. The prevailing party in any litigation hereunder (or Limited Arbitration, when applicable) shall be entitled to receive an award of its reasonable attorney's fees from the other party.

Notwithstanding the foregoing, claims, demands and other matters in question between CLIENT and CONSULTANT shall be decided by binding arbitration in the following circumstances ("Limited Arbitration"):

a. Binding arbitration shall apply when such claims, demands and other matters in question (excluding interest, taxable costs or attorney's fees) asserted by either or both parties against the other do not exceed \$75,000.00 ("Arbitration Limit"); the value of such claims for purposes of determining when Limited Arbitration applies shall be as initially asserted in good faith by the parties in a demand for arbitration or counterclaim, or as such claims may be amended in good faith within thirty (30) days after appointment of the Arbitrator. Amendments thereafter shall not nullify the applicability of Limited Arbitration if, prior to the Arbitration Hearing, such claims subsequently are asserted to exceed

the Arbitration Limit in which Arbitration shall proceed only upon the written consent of CLIENT and CONSULTANT.

b. Binding Arbitration shall apply when such claims, demands and other matters in question between CLIENT and CONSULTANT involve common questions of fact or law in proceedings between CLIENT and third-parties ("Related Arbitration") which are subject to binding arbitration; in such event CLIENT and CONSULTANT, by mutual agreement, or in the event of or disagreement between them, upon determination of a motion or action to compel Arbitration to be filed as the plan of exclusive venue in Tuscaloosa County, Alabama, shall join in such Related Arbitration so that all claims under this AGREEMENT involving common questions of fact or law with the Related Arbitration are resolved by the Related Arbitration.

c. The intention of this provision is to promote a streamlined dispute resolution procedure with consistent results to common questions of law or fact when there is a Related Arbitration.

d. When Arbitration is applicable under this AGREEMENT (except as set forth in Paragraph B above) the Arbitration shall be conducted under Alabama Code §§ 6-6-1 through -16, with exclusive venue in Tuscaloosa County, Alabama.

9. TERMINATION:

Anything herein to the contrary notwithstanding, CLIENT may, at its sole discretion, terminate this Agreement for the convenience of CLIENT upon seven (7) days prior to written notice to CONSULTANT. In the event of termination, CLIENT's sole obligation and liability to CONSULTANT shall be to pay CONSULTANT the portion of the Fixed Price Amount earned by it, plus any earned amount for Additional Services, based on the percentage of Services completed through the date of termination, plus any authorized reimbursable expenses incurred.

10. ENTIRE AGREEMENT:

This AGREEMENT supercedes any and all agreements, terms and conditions, either oral or written, between the parties hereto with respect to the rendering of Services by CONSULTANT for CLIENT and contains all the covenants and agreements between the parties with respect to the rendering of such Services. Each party to this AGREEMENT acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this AGREEMENT shall be valid or binding. Any modification of this AGREEMENT will be effective only if it is in writing signed by both parties.

11. PARTIAL INVALIDATION:

If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

12. CAPTIONS:

The captions contained in this AGREEMENT are inserted for convenience of reference only and shall not be construed in any manner for the purpose of interpreting the provisions thereof.

SIGNATURE PAGE FOLLOWS

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

CONSULTANT:

Authorized Signature: _____

Printed Name: _____

Printed Title: _____

Federal I.D.No.: _____

Date: _____

CLIENT:

City of Northport

Authorized Signature: _____

Printed Name: _____

Printed Title: _____

Date: _____

EXHIBIT A
CONSULTANT'S SCOPE OF SERVICES

WATER PARK CONSTRUCTION PROJECT MANAGEMENT

Consultant shall prepare Water Park Construction Project Management that shall address the following:

1. Project management services
2. Operations consulting on water park
3. Feasibility, construction budget, and operating proforma
4. Survey, topo, and geotech for the water park site
5. Conceptual Water Park design
6. Procurement of attractions
7. Schematic and construction drawings of water park
8. Construction of water park
9. Inspections, attraction certifications, and turnover of water park to operator

EXHIBIT B

**CONSULTANT’S SCOPE OF SERVICES
AND
FEE PROPOSAL**

This Proposal is being submitted, approved and implemented in accordance with the CONSULTANT’S Master Services Agreement for Professional Services dated _____, 2023 between **CITY OF NORTHPORT, a Municipal Corporation operating under the laws of the State of Alabama**, for the benefit of the CLIENT hereunder, and _____, which AGREEMENT is incorporated by reference herein.

1. Proposal Number: **(Insert #)**
2. The Services to be performed under this Proposal relate to the following property or Project:

(Insert Project Name and Location)

3. The Services to be performed by CONSULTANT in accordance with this signed Proposal, and the AGREEMENT, are as follows:

(Insert general type of work and reference any specific City of Northport scopes that are applicable)

4. The Services to be performed by CONSULTANT, as outlined above, shall be completed according to the following schedule and/or completion dates:

(Insert Schedule/Completion Date)

5. The Fee to be paid to the CONSULTANT for the Services is as follows:
(check applicable provision)

____ (a) Lump Sum Fee – In exchange for the CONSULTANT’S performance of the Services, the CLIENT shall pay the CONSULTANT and CONSULTANT shall accept as payment in full, the Lump Sum Fee of \$____*, plus any approved Reimbursable Expenses. Payment of the Lump Sum Fee, if billed monthly, shall be made on the basis of the percentage of Services completed.

____ (b) Not to Exceed Fee – Consultant guarantees that the sum of the CONSULTANT’S Fee and Reimbursable Expenses shall not exceed \$ _____.

The term “Consultant’s Fee” shall mean the fees earned by Consultant in accordance with the hourly billing rate schedule attached to this Exhibit “A” Proposal. The term “Reimbursable Expenses” shall mean those approved Reimbursable Expenses that are reasonably required and actually incurred by the Consultant in the performance of the Services provided for in this Proposal.

____ (c) Hourly Rates and Reimbursable Expenses – Payment to be made in accordance with the Unit Fees included in this Exhibit “A” Proposal.

6. The following special conditions, terms or provisions are applicable to the Services described herein:

(Insert any special conditions)

7. Except as otherwise provided in this Proposal, the terms of the CONSULTANT’S Master Services Agreement shall govern the rights and obligations of the CLIENT and CONSULTANT with respect to the Services described herein.

8. Project Code: **(To be inserted by CITY OF NORTPORT)**

9. Cost Code: **(To be inserted by CITY OF NORTPORT)**

IN WITNESS WHEREOF, CLIENT and CONSULTANT have hereby executed this Proposal as of the ____ day of _____, 2013.

CLIENT:

CONSULTANT:

CITY OF NORTHPORT, LLC

By: _____

By: _____

City of Northport, LLC

EXHIBIT C
CHANGE ORDER FORM

Attached hereto

CONSULTANT'S CHANGE ORDER

Distribution to:
CLIENT ()
CONSULTANT ()
FIELD ()
OTHER ()

PROJECT:

Address: street
city, state

CHANGE ORDER #:

INITIATION DATE:

TO (Consultant)

CONTRACT FOR:

CONTRACT DATE:

(Insert Scope of Services)

TOTAL ADD/DEDUCT TO CONTRACT:

Not valid until signed by both the CLIENT and Consultant.

Signature of the Consultant indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

Except as specifically amended by the provisions hereof, the terms and provisions of the Consultant's Agreement for Professional Services dated _____, shall continue to control the rights and obligations of the parties, and the Consultant's Agreement for Professional Services and this Change Order shall be construed as one instrument.

Net change by previously authorized Change Orders.....	\$ _____
The Contract Sum prior to this Change Order was.....	\$ _____
The Contract Sum will be increased by this Change Order.....	\$ _____
The new Contract Sum including this Change Order will be.....	\$ _____
Date of Substantial Completion as of the date of this Change Order is..	_____

CONSULTANT

CLIENT

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

EXHIBIT D

PROFESSIONAL CONSULTANT'S INSURANCE REQUIREMENTS

Consultants shall, with respect to the work, maintain and pay for insurance coverage which contain the following types and limits, with Insurance companies having a rating of A- IX or better by A.M. No Work shall be commenced under this Contract until Consultant shall have obtained all requisite insurance. Best's Insurance Rating Service, and licensed to write insurance in the state in which the property is located and shall be acceptable to CLIENT.

(a) Statutory Workers' Compensation Insurance and Employers Liability Insurance with minimum limit of \$500,000 for each accident/\$500,000 disease policy limit/\$500,000 disease each employee.

(b) Commercial General Liability Insurance (CGL) with minimum limits of \$1,000,000 per Occurrence, \$2,000,000 General Aggregate; Products/Completed Operations Aggregate of \$2,000,000 (Products/Completed Operations Insurance shall be maintained for a minimum period of one (1) year after final payment). CLIENT and Lender (if required by contract) shall be named as additional insured.

(c) Commercial Automobile Liability Insurance with minimum limits of \$1,000,000 each Occurrence combined single limit providing coverage for Bodily and/or Property Damage; symbol 1 (any auto). CLIENT and Lender (if required by contract) shall be named as additional insured.

(d) Umbrella and/or Excess Liability with minimum limits of \$ 5,000,000 per occurrence/\$5,000,000 General Aggregate, which shall be excess over the Commercial General Liability, Automobile Liability and Employers Liability. CLIENT and Lender (if required by contract) shall be named as additional insured.

(e) Prior to commencement of work, Consultant shall procure and maintain throughout the project Professional Liability insurance, including builders' risk, in the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles with limits of not less than \$1,000,000 per claim for breach of professional duty in the rendering or failure to render professional Services to **City of Northport**

Note: All policies shall provide 30 days written notice of cancellation (except 10 days for non-payment of premium), non-renewal, or material reduction in coverage to CLIENT/Certificate Holder and shall provide Waivers of Subrogation against CLIENT, Development Manager and Lender. Please note that Waivers of Subrogation for Professional Liability policies are not required.

Consultant shall provide evidence of insurance coverage by means of certificates or copies of policies at least 10 days prior to beginning of Work. Certificates shall include a statement providing that policy has been endorsed to include City of Northport as Additional Insured with the exception of Worker's Compensation and Professional Liability.



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

AGENDA ITEM NO. 9.b.8.

MEETING DATE: December 12, 2022

SUBJECT: Resolution Authorizing the City Administrator to Execute Task Order Directive #1 of the Northport Water Park Master Service Agreement with ProParks Management Company, LLC

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading: X

Prepared By: Engineering - NB

Approved By: Brad Matthews

Summary:

The Engineering department is requesting that the City Council authorize the City Administrator to execute task order directive #1 in the amount of \$52,800.00 of the Northport Water Park Master Service Agreement with ProParks Management Company, LLC. The documentation for task order directive #1 is attached.

Recommendation:

It is recommended that this request be approved.

Funding Source/GL Code:

GL Code No. Amount: \$ 52,800.00

Motion for Consideration:

I move that the City Council authorize the City Administrator to execute task order directive #1 in the amount of \$52,800.00 of the Northport Water Park Master Service Agreement with ProParks Management Company, LLC.



World Headquarters:

150 – 2650 Queensview Drive Ottawa ON K2B 8H6 Canada
T: 613.526.5522

CONCEPT MASTER PLAN DESIGN SERVICES PROPOSAL (“Agreement”)

FOR: ProParks Management Company, LLC (“Buyer”)

DATE: December 2nd, 2022

Re: City of Northport Concept Master Plan (“Project”)

This Agreement includes:

1. Methodology and Approach
 - a. The Program
 - b. A Master Plan
 - c. Concept Development

2. Project Development – Services and Deliverables
 - a. Site Analysis and Market Research
 - b. Initial Program and Master Planning Diagrams Designing
 - c. Final Concept Planning/Designing

3. Schedule

4. Responsibility of the Buyer

5. Fees and Conditions of Payment

6. Terms and Conditions

ProSlide Technology Inc.

ProParks Management Company, LLC

Signature

Signature

Name

Name

Title

Title

Date

Date

1. METHODOLOGY AND APPROACH

As a company, our goal at ProSlide Technology Inc. (“ProSlide”) is to ensure the ultimate implementation and successful operation of your Project. ProSlide believes that all the components required to achieve this goal (strategic master planning, quality design, management, and operational expertise) must be carefully woven together into a multi-layered process. ProSlide also believes in the need to work closely and to effectively co-ordinate with the Buyer and Project consultants to achieve the best possible results.

Upon being retained for planning and design services for Buyer’s Project (“Service(s)”), ProSlide will assign a team with the skills and expertise appropriate to the specific needs of Buyer’s Project. While every project is unique, implementation of the Services related to every project is similar, comprising of several development phases including the following:

- Program Development. The program outlines a proposed mix of uses - active and passive entertainment, food & beverage, retail, operations & administration - all organized to meet the specific criteria of Buyer’s Project and accurately sized to deliver capacity targets.
- Master Plan Development. The master plan establishes the most effective relationship among the key elements of the program - buildings, services, facilities, and features - recognizing the primary elements of context and circulation as well as any site-specific features such as visibility, topography, hydrology and vegetation.
- Concept Development. Critical to Project’s ultimate success, the concept development is an overall idea distilled from a collection of creative ideas into a written or graphic approach. This idea, which encompasses all facets of the Project, is accompanied by a series of concept sketches and photographic references illustrating various practical details of the creative concept.

2. PROJECT DEVELOPMENT – Services and Deliverables

The above development phases result in (without limitation) various reports, designs, diagrams, and culminating in a final presentation package (“Deliverable(s)”) as described below:

Services	Deliverables
A. Site Analysis and Market Research	Briefing
B. Initial Program and Master Planning Diagrams Design	Diagrammatic Master Plan Initial Program
C. Final Concept Planning/Design	Final Concept Planning Report and Presentation Package

ProSlide will initiate the Project by meeting with Buyer or Buyer’s team by remote conferencing to discuss the Services, including without limitation, the objectives of the master planning design study with the aim of establishing the design and economic criteria, which will be used to evaluate the success of the Project. This visit to the site will also be used to review the existing conditions and constraints and surrounding environs, as well as access and infrastructure, adjacent land use, zoning restrictions, traffic patterns, relationship with urban structure, etc.

A. Initial Program and Master Planning Diagrams Design

Having conducted a preliminary review of the site and data collected and based on ProSlide's knowledge of the proposed program components in similar developments, development of the initial design and concept master plan will begin. ProSlide will establish an initial program for the Project, taking into account the information gathered at the initial startup meeting.

Based on the information gathered, ProSlide will work with Buyer to prepare a preliminary diagrammatic master plan and program alternatives. This will include the following:

- Overall conceptual idea/planning approach;
- Location of key components in the Project as they relate to each other and to adjacent uses;
- Access and circulation within the overall site;
- Connections to the site;
- Relationship to adjacent land uses; and,
- Ramifications to the available area to fit the requirements of the program;

ProSlide will then present and review these initial study plans with the Buyer or Buyer group. The goal of this meeting will be to discuss and agree on the direction for the planning and program which ProSlide will then carry forward. Once the plan has been mutually agreed upon, ProSlide will proceed with the refined planning and further program development for the site area.

B. Final Planning Report

Following Buyer's written confirmation to ProSlide of the overall conceptual idea and planning approach, ProSlide will continue with the final adjustments to the overall plan and concepts, and assemble the information into the final concept planning report package consisting of the following presentation items:

- Master Plan – a rendered and graphically illustrated plan, drawn at a scale suitable for analysis and discussion (1:1000), together with support plans to assist in the review process.
- Attractions Program
- Ride Reference Sheets
- Planning report – a 11x17 formatted digital report that assembles all presentation information into a digital presentation suitable for distribution.
- Digital copies of artwork in PDF.

3. SCHEDULE

Upon full execution of this Agreement and receipt of payment ("Start Date"), ProSlide anticipates a period of 7-9 weeks for the completion of the Services and Deliverables (see table below). This will depend on Buyer's timely responses to questions, sign offs on concept work, and payment of invoices.

Service	Milestones or Deliverables	Responsibility	Estimated Milestone Duration
Site Analysis and Local Market Research	Meeting via remote conference	ProSlide	Week 1
Initial Program and Master Planning Diagrams	Diagrammatic Master Plan Initial Program Report	ProSlide	Week 2-3
Initial Program and Master Planning Diagrams Review & Confirmation	Confirmation acknowledgement	Buyer	Week 4
Program and Plan Refinement	Refined Master Plan & Program Report	ProSlide	Week 5-7
Final Planning Report	Final Report and Presentation	ProSlide	Week 7-9

*Note: Estimated Milestone Durations are based on the Start Date.
ProSlide will provide a more detailed schedule when authorized in writing by Buyer to proceed.

4. RESPONSIBILITY OF THE BUYER

In order for ProSlide to complete the Services and Deliverables outlined in this Agreement, the Buyer must undertake timely reviews and sign offs, and must meet their milestone dates to ensure that ProSlide can meet its requirements and dates to be outlined in the resulting detailed Project schedule. If Buyer fails to meet such requirements, ProSlide’s obligations under the schedule will be extended relative to the Buyer delay, on a day-for-day basis.

Accurate and complete base plan information including, without limitation, site surveys, existing grades and elevations, and critical existing services and utilities locations, along with exact boundary lines and/or site conditions must be provided prior to starting the Services.

5. FEES AND CONDITIONS OF PAYMENT

Buyer agrees to pay ProSlide as set out in the below payment schedule based on the Start Date, which we anticipate to be **December 9th, 2022**.

Purchase Price:	\$12,500 USD
Payment: Upon Agreement Execution	\$12,500 USD

All fees and costs are quoted in **U.S** Dollars and are net of any local income, service and value added taxes and according to the above payment schedule.

Payment is to be made no later than 30 days after date of invoice (“Payment Due Date”).

Should the Buyer request in writing an adjustment to the Services outlined in this Agreement, including those set out in any applicable attached documents, ProSlide reserves the right to adjust its fees accordingly.

TERMS AND CONDITIONS

1. Payment Terms.

- 1.1. Buyer agrees to remit payment to ProSlide in accordance with the payment terms set out in this Agreement.
- 1.2. ProSlide will have the right to suspend the provision of the Services, on any, or all phases, if Buyer has not made payment within 5 Business Days of the Payment Due Date. ProSlide will not have any obligation to continue provision of the Services until all such delinquent sums are paid in full by the Buyer. Further, if the Down Payment is delayed, ProSlide may, at its discretion, delay the provision of the Services and delivery of the Deliverables by the same number of days.
- 1.3. Buyer shall pay any applicable taxes (including without limitation sales and use taxes, and Valued Added Tax (VAT), and Goods and Services Tax (GST) with withholding taxes) and governmentally imposed fees arising from its purchase of the Services and Deliverables under this Agreement, or provide a tax exempt certificate prior to invoicing. Buyer hereby agrees to indemnify, reimburse and save ProSlide harmless in respect thereof. Upon request by ProSlide, Buyer shall provide ProSlide with evidence of Buyer's payment of such taxes.
- 1.4. ProSlide will not be responsible for any costs incurred for work performed, either directly or indirectly, by Buyer for Services that were to have been performed by ProSlide, and such costs were incurred by Buyer without providing ProSlide with sufficient notice and/or time to respond by either approving such costs or by performing such Services itself.

2. Indemnification.

- 2.1. ProSlide will indemnify, defend and hold harmless Buyer, its agents, officers, directors, and employees, from any and all claims, suits or proceedings, losses, damages, liabilities and costs (including reasonable legal fees) which are directly attributable to an act or omission of ProSlide or its employee(s) and which arise out of the performance of the Services or delivery of the Deliverables. ProSlide shall have no liability to Buyer in the event the Deliverables are used with or operated in combination with any product or service not provided by ProSlide, or as agreed to by the parties in a subsequent Purchase Agreement.
- 2.2. Buyer shall indemnify, hold harmless and defend ProSlide, its agents, officers, directors, and employees, from and against any and all losses, claims, suits, actions, penalties, assessments or liabilities of any kind or description (including reasonable attorney's fees) arising out of or sustained through or on account of Buyer's acts or omissions; Buyer's failure to comply with all applicable industry standards and regulations; Buyer's breach of warranties outlined in Section 4; and negligence or acts and omissions of Buyer .
- 2.3. It is the intent of this Section 2 that the parties shall share any loss or damage proportionately in amounts consistent with their respective fault. If made a party to a claim, each party is entitled to undertake such action as required to defend, contest or protest against such claim. Buyer agrees that ProSlide will at all times retain the right of selection of counsel, and Buyer expressly waives any conflict of interest..
- 2.4. The parties agree to cooperate with each other in the defense of any claim or suit arising out of the Services and/or Deliverables and will exchange any information regarding the Services and Deliverables that the other may reasonably request, pursuant to joint defense agreement without waiving proprietary interest in any such materials. Each party will make available its representative for the purposes of testimony in any litigation involving the Services and Deliverables. Such cooperation shall not be required in any action in law or arbitration which Buyer or ProSlide is made a party as a result of action initiated by the other.
- 2.5. With the exception of damages arising from (i) a breach by a party of its confidentiality obligations under this Agreement; or (ii) violation or misappropriation of ProSlide's intellectual property rights by Buyer in no event shall:
 - a) either party be liable to the other or to any third-party for special, incidental, indirect, punitive, exemplary or consequential damages (including, but not limited to, loss of use, loss of profits or downtime), whether arising in contract, tort (including negligence), breach of statutory duty, or otherwise; and
 - b) ProSlide's liability for damages shall not exceed the amounts paid by Buyer to ProSlide for the Water Rides upon which the underlying claim is based.
- 2.6. For the purposes of this Section 2, Buyer is responsible and shall be liable for the negligence, acts or omissions of any and all third parties, including subcontractors, agents, servants or employees of the Buyer.

3. Termination.

- 3.1. The Buyer acknowledges that once an Agreement is signed with ProSlide, considerable expense is incurred by ProSlide to fulfill its obligations under this Agreement. Accordingly, Buyer can terminate this Agreement on 30 days' notice, without cause, provided Buyer is obligated to remit payment to ProSlide for: i) Services performed and delivery of the completed Deliverables up to the date of termination; and, ii) any work in progress.
- 3.2. If Buyer fails or wrongfully refuses to approve or refuses to make payment in accordance with the payment schedule set out herein, ProSlide may elect to terminate the Agreement, by written notice. ProSlide may recover from Buyer payment for all Deliverables and/or Services completed, work in progress, and recover all direct costs prorated from Agreement amounts, incurred up to the time of termination. If Buyer cures its non-payment within 10 days then ProSlide's notice of termination will be rendered ineffective.
- 3.3. Either party may terminate this Agreement for cause upon written notice to the other party if the other party:
 - i. defaults a material term of this Agreement, or if the other party fails to perform any of its obligations as required hereunder and such breach or default is not remedied or a proposed remedy is not received by the non-breaching party within 30 days from receipt of written notice from the non-breaching party; or,
 - ii. becomes insolvent, bankrupt, or enters receivership, dissolution, or liquidation, with immediate effect..

4. Warranties

4.1. General Warranties. Each party warrants that it:

- i. has the right and authority to enter into this Agreement;
- ii. shall maintain, at its sole expense, all necessary licenses, insurance, business permits, consents, releases, and authorizations to carry on its business and to perform its obligations hereunder;
- iii. shall use best efforts to act in an ethical manner and shall, during the term of the Project, comply with all applicable international, national, state and local law, rules, and regulations with respect to the conduct of its business and its performance hereunder; and
- iv. has not offered, and will not offer or give any employee, agent or representative, or any government official any gratuity or improper payment with the intent of securing any business or favorable treatment under any agreement.

4.2. Buyer Warranties. Buyer warrants that:

- i. All information to be provided, in ProSlide's sole discretion to ProSlide by Buyer shall be accurate in all material respects; and,
- ii. Buyer knows of no impediment, which would cause delay, hinder or prevent ProSlide from carrying out the Services.

4.3. ProSlide Service Warranties. ProSlide warrants Services will be performed in a good and workmanlike manner consistent with standard industry practices.

4.4. No Other Warranty. *Other than the warranties set forth in this Section 4, ProSlide makes no other warranties or guarantees of any sort or kind to Buyer.*

5. Title and Risk of Loss. Title to the Deliverables will remain with ProSlide until Buyer has complied with all of its obligations hereunder, including without limitation, payment of the full Purchase Price. Upon failure to make payments, ProSlide may take possession of such Deliverables. The Buyer agrees to do all acts necessary to maintain such right of title to ProSlide.

6. Intellectual Property

- 6.1. Buyer will retain ownership of all documents, media and other information provided by Buyer to be used by ProSlide in the performance of the Services.
- 6.2. Ownership of the Deliverables will vest in Buyer following receipt by ProSlide of final payment of the Purchase Price.

6.3. Notwithstanding Section 6.2 above, ProSlide will retain ownership in and to all patents, copyrights, trademarks and any and all other intellectual property rights in and to ProSlide's proprietary water rides, and all related plans, prints, designs, drawings, illustrations, architectural 3D and 2D CAD files, mesh files, manuals, specifications and any other related materials ("ProSlide IP Material") provided to the Buyer under this Agreement. Buyer may not distribute any such ProSlide IP Material to any third party without the prior written consent of ProSlide, which consent may be withheld, conditioned or delayed.

- 7. Confidentiality.** Buyer shall maintain in confidence and prevent the unauthorized use, disclosure, copying or publication of ProSlide IP Material, and any other information which is: i) designated by ProSlide as confidential (or like designation), whether orally or in writing; ii) is disclosed in circumstances of confidence; or, iii) would be understood by Buyer using reasonable business judgment to be confidential.
- 8. Delays.** Any delays sustained by ProSlide as a result of Buyer's employees, contractors, subcontractors, or agents, or as the result of the Owner (each occurrence a "Buyer Delay"), will result in an extension of ProSlide's time to complete the Services equal to the actual delay experienced by ProSlide. In the event any Buyer Delay continues for a period of 6 months or longer, ProSlide will have the right to i) change the Purchase Price; or ii) terminate this Agreement in which event Buyer is obligated to remit payment to ProSlide for all Services performed and/or any work in progress.
- 9. Force Majeure.** Any prevention, delay or stoppage due to strikes, walkouts, labor disputes, embargoes, riot, acts of God, governmental actions, government-issued travel advisories where the government recommends to avoid non-essential travel or avoid all travel, war, civil commotion, fire, floods, medical epidemics or outbreaks, or any other causes beyond the reasonable control of the Buyer or ProSlide that would make performance inadvisable, commercially impracticable, illegal, or impossible ("Force Majeure") shall not be deemed to be a breach of the Agreement, regardless of whether the Force Majeure event was foreseeable at the time of execution of this Agreement. Buyer or ProSlide shall have a reasonable time after cessation of the Force Majeure event to propose revisions to the schedule for completion of the Services and to render performance as specified in the Agreement.

Either party may terminate this Agreement if the Force Majeure event continues for a period of more than 60 days, without any liability, except for Buyer's obligation to pay all orders placed, Services performed and/or any work in progress up to the date of such Force Majeure event.

This Force Majeure clause shall not apply to Buyer's obligations to provide payment in accordance with this Agreement.

- 10. Export.** Buyer acknowledges that the economic sanctions and export controls landscape is subject to rapid change. Activities which are currently lawful under applicable law may become prohibited. ProSlide may suspend or terminate its performance of the Services without such suspension or termination being considered a breach of contract or delay, should any one or more of the following events occur:
 - i. there is a change in diplomatic relations between Canada or the United States and the country where either the Project or the Buyer are located;
 - ii. there is change in banking regulations or banking sanctions or restrictions are imposed by any legislative or banking authority in Canada or the United States against the country where either the Project or the Buyer are located; or
 - iii. there are any other legislative or regulatory changes that prohibit the performance of the Services by ProSlide.
- 11. Disputes.** In the event the parties have any disagreement, dispute, breach or claim of breach or non-performance, arising from or in connection with this Agreement, the parties agree to first attempt to resolve such dispute within in 30 days of one party receiving written dispute notice from the other party. Authorized representatives of the parties will meet in Ottawa and use commercially reasonable effort to amicably settle such dispute. If a resolution is not reached within such time, the dispute will then be referred to arbitration as set out below.
 - i. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be directed by arbitration in Ottawa, Ontario, Canada under the Rules of Conciliation and Arbitration of the International Chamber of Commerce ("ICC Rules").
 - ii. Demand for arbitration shall be filed in writing with the other party to this Agreement and with the International Chamber of Commerce. A demand for arbitration shall be made within a reasonable time after the claim; dispute or other matter in questions has arisen. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon in accordance with applicable law in any court having jurisdiction thereof.

- iii. ProSlide will have no obligation to pursue arbitration of any dispute if it relates to the non-payment of any amounts owing by the Buyer under this Agreement and in which case ProSlide will have the right to commence legal action to enforce payment of the indebtedness and enforce any security of proprietary interest, without resorting to arbitration.

12. General

- 12.1. **Business Day** – A business day is defined by the jurisdiction in which the notice, payment or other delivery is to occur .
- 12.2. **Independent Contractors** - The relationship of ProSlide to Buyer under this Agreement shall be that of an independent contractor, and no agency or employee relationship shall be implied by this Agreement.
- 12.3. **Subcontracting** - ProSlide may subcontract its obligations, but will remain responsible for such obligations.
- 12.4. **Assignment** - Buyer may not assign the Agreement without the written consent of ProSlide, which shall not be unreasonably withheld. The obligations of the Agreement shall remain in full force and effect and shall be binding upon any buyer, transferee or other.
- 12.5. **Governing Law** - This Agreement shall be governed by, construed and interpreted according to the laws of Ontario, Canada. The UN Convention on Contracts for the International Sale of Goods shall be excluded.
- 12.6. **Language** – It is the express wish of the parties that this Agreement and all related documents, including notices and other communications, be drawn up in the English language only.
- 12.7. **Notices** - Any notices or consents given by the parties shall be deemed validly given if delivered by hand, registered mail, courier or email at the addresses given in the Agreement.
- 12.8. **Severability** - In the event a provision contained herein is for any reason be held to be unenforceable, such unenforceability shall not affect the validity of any other provision of this Agreement, and this Agreement shall then be construed as if such unenforceable provision had never been contained herein. The parties agree to work in good faith to substitute the invalid provision with one that best achieves the original intent of the parties.
- 12.9. **Survival** - The provisions of this Agreement that are expressed or by their sense and context are intended to survive the termination of this Agreement will survive.
- 12.10. **Counterparts** - This Agreement may be executed in counterparts with the same effect as if both parties signed the same document. The counterparts shall be construed together and shall constitute one and the same original Agreement. A signature on this Agreement by one party communicated to the other by electronic transmission, such as PDF, e-mail or facsimile, will constitute execution of this Agreement.
- 12.11. **Entire Agreement** - These terms and conditions, along with the attached Exhibits, constitute the entire agreement between the parties. Nothing contained in any purchase order, proposal, quote or other communication of Buyer has any effect on this Agreement.
- 12.12. **Amendment** - This Agreement may not be amended or varied in any manner except by written instrument signed by authorized representatives of both parties.



3516 Greensboro Avenue
 Tuscaloosa, AL 35401
 205.345.0816
 www.ttlusa.com

December 2, 2022

Mr. James Harhi
 ProParks Attractions Group
 420 S Orange Ave, Suite 270
 Orlando, FL 32801

**RE: ProParks - City of Northport Waterpark
 Proposal for Professional Services
 Northport, Alabama**

Dear James:

We are writing to provide you with the following proposal for professional services for the above referenced project. Our proposal is based on our understanding of the required scope of services from the shared site conceptual layout basemap and e-mails and phone calls with you and the City about the initial services for this project. We have itemized the various professional services into specific areas of professional practice providing scope information and a cost summary section.

Section A	-	Surveying Services	Page 2
Section B	-	Civil Engineering Services (Conceptual)	Page 2
Section C	-	Geotechnical Services	Page 3 - 4
Section D	-	Summary of Professional Fees	Page 5

We greatly appreciate the opportunity to provide this proposal to you. Please give us a call if you have any questions or require further information regarding this proposal.

Sincerely,
TTL, INC.

Frank E. Summers, PE
 Vice-President

Steve Faulkner, PLS
 Vice-President

*attachments: 2023 Hourly Rate Schedule
 Project Scope Map
 TTL Professional Services Agreement*

SECTION A – SURVEYING SERVICES:

Topographic and Boundary Survey:

- Call the Alabama 811 locating service for the survey.
- Perform a field-run topographic survey for the approximate 12 acre project area including adjacent roadways, service drives, etc. located in Northport, Alabama. The survey will include the location of all existing improvements, existing underground utilities (gas, power, telecommunications, fiber optic, etc.) as located and marked by others, any water distribution system, accessible sanitary structures, accessible storm structures, and drainage features. We will provide a plat of the survey with all improvements, utility information, and topography shown at 1-foot contour intervals. We will also provide a digital AutoCAD version of the survey and/or a digital surface model to be used for engineering design.
- Boundary Survey: Perform a boundary survey in order to establish Alabama Department of Transportation existing right-of-way, shared property lines and corners, and existing easements in the project area.

Proposed Estimated Hourly Not-to-Exceed Fee = \$23,300.00

The 811 locate typically takes approximately 2 weeks to complete assuming they fully complete the location ticket. We anticipate 4 weeks to complete the field work and complete the design survey. These timelines are weather dependent.

SECTION B – CIVIL ENGINEERING SERVICES:

Conceptual Development Study:

TTL will assist the Design Team with the development of a conceptual layout for the project, as required. This will include building/structure/amenity positioning, access drives/roads, parking areas, storage areas, sidewalks, ingress/egress to the site, estimated municipal utility connections, private utility (Alabama Power Company, Spire, AT&T, Comcast, etc.) coordination meeting for planning, preliminary review of potential detention and water quality, etc. A digital CAD file shall be prepared using aerial imagery and free available mapping to prepare a basemap for the detailed conceptual layout to be developed (Already provided). The design survey and boundary upon completion shall be updated for the design area with the aerial, elevations, etc. from the previous basemap retained to maintain a larger footprint for evaluation of grades, drainage, future planning, etc.

Proposed Estimated Hourly Not-to-Exceed Fee = \$4,300.00

SECTION C – GEOTECHNICAL SERVICES

Project Information

The project site is located along McFarland Blvd, near the intersection with Park with Harper Road, in Northport, Alabama. The project site is located to the northeast of the intersection, to the north of McFarland Blvd. We understand the approximate 10-acre property will be developed for a new Waterpark. Specific information, including planned attractions, layouts, or specific structural information was not available at the time of this proposal. However, based on information provided, we understand that generally an entrance drive and parking area may be located across the eastern portion of the property, and waterpark attractions and related amenities will likely be located over the western portion of the property.

Geotechnical Scope

The purposes of the geotechnical exploration are to obtain subsurface data from the site and develop preliminary recommendations for design and planning of site earthwork, foundations, and vehicular pavements. Once specific information about the project, including site layouts, planned attractions/amenities, and specific structural information is available, TTL should be provided the opportunity to perform a supplemental geotechnical exploration. We plan to perform preliminary soil borings with an auger drilling rig and perform laboratory tests on selected soil samples to determine engineering properties. Our geotechnical scope of services does not include assessment of environmental conditions at the site.

Field Exploration (Soil Test Borings)

We propose to explore subsurface conditions by drilling 12 soil test borings widely spaced across the site. The borings will extend to depths of 21 feet below ground surface (bgs). The borings will be field-located by TTL personnel and recorded using a hand-held, sub-meter, Global Positioning System (GPS) unit.

We will contact Alabama 811 to have participating utility companies notified of the pending subsurface penetrations. Any private underground utilities that may be present will need to be located and marked on the ground surface by others prior to mobilization of our drilling equipment. We are not responsible for damage to underground utilities that are not clearly marked or that are improperly marked at the ground surface at the time of our exploration. We assume that right-of-entry permission, if needed, will be obtained by others.

The borings will be made using continuous-flight hollow-stem augers by a truck-mounted drill rig. Standard Penetration Test (SPT) sampling (ASTM D1586) will be performed continuously for the first 6 feet, then at approximately 2.5-foot intervals to 16 feet, and then at 5-foot intervals to boring termination. A TTL professional will be present to supervise drilling and to visually classify the soil samples using the Unified Soil Classification System (ASTM D2487 and D2488) as a guide.

The boreholes will be checked for the presence of subsurface water upon completion of drilling. The boreholes will be backfilled with soil cuttings after making final observations for groundwater. Return trips to top-off borehole backfill that settles, which may happen, is not included in our scope but can

be performed, if desired, as an additional service for an additional fee. The drill rig may leave obvious paths or ruts in grassed or landscaped areas of the site, especially if the field services are preceded by wet weather. Site restoration other than backfilling borings is not included in our scope of services.

Laboratory Testing

Representative soil samples will be tested in TTL's laboratory for grain size distribution, Atterberg limits, and moisture content.

Preliminary Engineering Recommendations and Preliminary Report

We will use the data from our site observations, test borings, and laboratory tests, to develop preliminary geotechnical engineering recommendations for the project. Our recommendations will be presented in a written preliminary report that will be submitted electronically in PDF format. The preliminary report will address site conditions, geologic conditions, exploration methods, subsurface conditions, and laboratory results. The preliminary report will also include a site location map, boring location plan, boring logs, and laboratory results. The preliminary report will include an assessment of the subsurface conditions across the site relative to the proposed development, along with preliminary geotechnical recommendations for design and construction of site earthwork, foundations, slab-on-grade floors, vehicular pavements, and groundwater management.

Once specific information about the project is available, TTL should be provided the opportunity to review our recommendations perform a supplemental geotechnical exploration to make final recommendations.

Geotechnical Schedule and Cost:

The field exploration can be scheduled within 4 to 5 weeks of our receipt of written authorization, allowing time for scheduling drilling and utility clearance. Drilling and sampling are estimated to take 2 days to complete. We anticipate the preliminary geotechnical report will be completed within 3 weeks of completion of the field work.

Proposed Estimated Time and Materials Not to Exceed Fee = \$12,700.00

SECTION D – SUMMARY OF PROFESSIONAL FEES:

*Time and Material/Hourly Services

Section A	-	Surveying Services Topographic and Boundary Survey	\$23,300.00*
Section B	-	Civil Engineering Services Conceptual Development	\$4,300.00*
Section C	-	Geotechnical Services	\$12,700.00*
Total Project Fees:			\$40,300.00

Please note this proposal does not include any on-site civil design, off -site civil design, archaeological, environmental investigations, natural resources, structural design, traffic studies, landscape/irrigation design, electrical design, or telecommunications design services. Any services not specifically listed prior or as a part of this scope of work shall be performed on an hourly basis or under a separate proposal and contract as requested.

The timelines for services will typically run simultaneously to a degree to maximize response time.

TTL reserves the right to withdraw and/or modify this proposal at any time subsequent to this 60-day offer period. All information (written or electronic) from TTL concerning TTL's work is for the sole use and reliance of TTL's Client. TTL intends no third party beneficiaries (express or implied) and copies of such information received by any third parties are not for reliance unless TTL first receives a signed Secondary Client Agreement from the third party.

TTL

2023 FEE SCHEDULE

Staff Position	Rate
Project Administrator I	\$65.00 / Hour
Project Administrator II	\$72.00 / Hour
Project Administrator III	\$78.00 / Hour
Project Administrator IV	\$84.00 / Hour
Project Administrator V	\$95.00 / Hour
Project Administrator VI	\$101.00 / Hour
Project Administrator VII.....	\$109.00 / Hour
Project Administrator VIII.....	\$114.00 / Hour
Project Technician I.....	\$56.00 / Hour
Project Technician II.....	\$58.00 / Hour
Project Technician III.....	\$61.00 / Hour
Project Technician IV.....	\$66.00 / Hour
Project Technician V.....	\$72.00 / Hour
Project Technician VI.....	\$79.00 / Hour
Senior Project Technician I.....	\$87.00 / Hour
Senior Project Technician II.....	\$92.00 / Hour
Senior Project Technician III.....	\$98.00 / Hour
Senior Project Technician IV.....	\$110.00 / Hour
Senior Project Technician V.....	\$121.00 / Hour
Senior Project Technician VI.....	\$127.00 / Hour
Senior Project Technician VII.....	\$132.00 / Hour
Field Coordinator / Field Supervisor.....	\$110.00 / Hour
NACE Level I Technician.....	\$115.00 / Hour
NACE Level II Technician.....	\$129.00 / Hour
NACE Level III Technician.....	\$175.00 / Hour
NDT Steel/ASNT Level I Technician.....	\$110.00 / Hour
NDT Steel/ASNT Level II Technician.....	\$115.00 / Hour
NDT Steel/ASNT Level III Technician.....	\$175.00 / Hour
NDT Steel/AWS Certified Welding Inspector.....	\$110.00 / Hour
NDT Steel/AWS Certified Welding & ASNT Level I Inspector.....	\$115.00 / Hour
NDT Steel/AWS Certified Welding & ASNT Level II Inspector.....	\$125.00 / Hour
Metals QA/QC Manager I.....	\$170.00 / Hour
Metals QA/QC Manager II.....	\$175.00 / Hour
Metals QA/QC Manager III.....	\$180.00 / Hour
Professional Land Surveyor I.....	\$142.00 / Hour
Professional Land Surveyor II.....	\$170.00 / Hour
Professional Land Surveyor III.....	\$197.00 / Hour
Professional Land Surveyor IV.....	\$215.00 / Hour
Project Professional I.....	\$132.00 / Hour
Project Professional II.....	\$144.00 / Hour
Project Professional III.....	\$155.00 / Hour
Project Professional IV.....	\$166.00 / Hour
Project Professional V.....	\$178.00 / Hour
Project Professional VI.....	\$187.00 / Hour
Project Professional VII.....	\$200.00 / Hour
Senior Project Professional I.....	\$207.00 / Hour

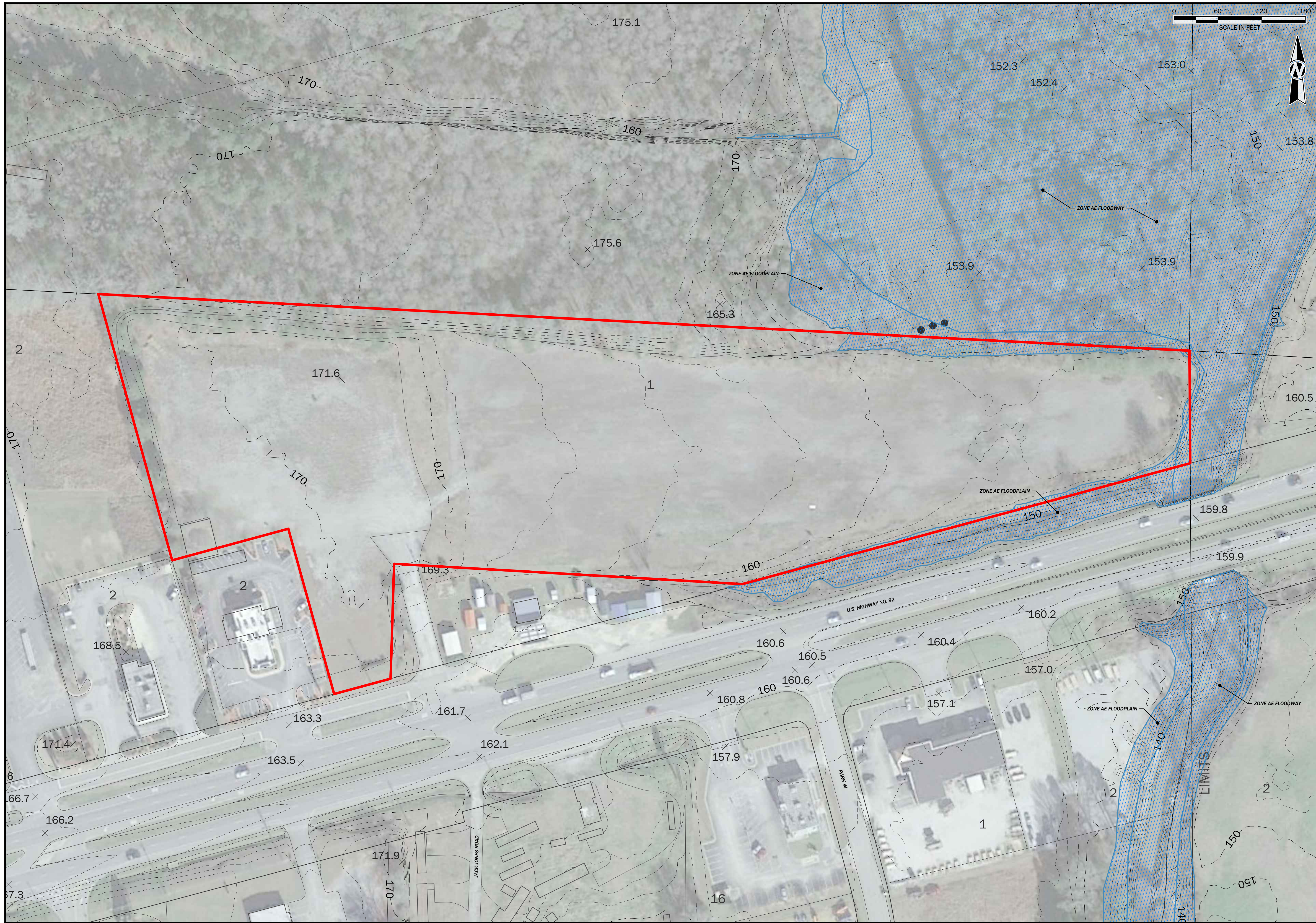
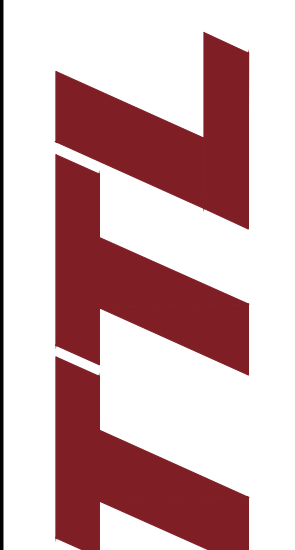
Staff Position	Rate
Senior Project Professional II.....	\$217.00 / Hour
Senior Project Professional III.....	\$225.00 / Hour
Senior Project Professional IV.....	\$235.00 / Hour
Senior Project Professional V.....	\$245.00 / Hour
Senior Project Professional VI.....	\$255.00 / Hour
Senior Project Professional VII.....	\$265.00 / Hour
Project Manager I.....	\$139.00 / Hour
Project Manager II.....	\$149.00 / Hour
Project Manager III.....	\$160.00 / Hour
Project Manager IV.....	\$170.00 / Hour
Project Manager V.....	\$182.00 / Hour
Project Manager VI.....	\$194.00 / Hour
Project Manager VII.....	\$200.00 / Hour
Senior Project Manager I.....	\$210.00 / Hour
Senior Project Manager II.....	\$220.00 / Hour
Senior Project Manager III.....	\$230.00 / Hour
Senior Project Manager IV.....	\$240.00 / Hour
Senior Project Manager V.....	\$249.00 / Hour
Senior Project Manager VI.....	\$263.00 / Hour
Senior Project Manager VII.....	\$278.00 / Hour
Senior Project Manager VIII.....	\$295.00 / Hour
Senior Project Manager IX.....	\$305.00 / Hour
Principal I.....	\$275.00 / Hour
Principal II.....	\$285.00 / Hour
Principal III.....	\$295.00 / Hour
Principal IV.....	\$305.00 / Hour
Academia Consultant.....	Cost + 20%
Specialty Consultant	Cost + 20%

Printing Costs:

Copier Prints (Black and White/Color).....	\$0.15/Sheet
Plotter Prints (Black and White).....	\$0.70/Sq Ft
Plotter Prints (Color).....	\$1.25/Sq Ft
Mylar Prints.....	\$4.50/Sq Ft

Notes:

- Hourly rates for holidays, weekends, or work over 40 hours per week shall be 1.3 times the standard unit rates.
- Services provided in subsequent years to be billed at 1.05 times above rates unless new rate schedule is approved.
- Equipment, tests, vehicle mileage, meals, lodging, air travel, freight, delivery, printing, non-general overhead, etc. are not included in above personnel rates. Unless stated otherwise, such costs will be invoiced at cost plus 20%.
- A two hour minimum charge per site visit will be applied to all technician level staff positions.
- A 24-hour advance notice is requested for scheduling or canceling all personnel field services.
- Sub-Consultants billed through TTL shall be subject to an additional 10 percent administrative fee.

3516 Greenboro Avenue | Tuscaloosa, AL 35401
205.345.0816 | www.ttlusa.com

CON RECREATIONAL PROPERTY
CITY OF NORTHPORT
 U.S. HIGHWAY NO. 82
 NORTHPORT, ALABAMA

PRELIMINARY
 (NOT FOR CONSTRUCTION,
 RECORDING PURPOSES
 OR IMPLEMENTATION)

No.	Date	Revision Description

Drawn By: S G S
 Date: 06/14/2022
 File Name: 213212.Basemap.2022.06.14.dwg

Checked By: F E S
 Proj. No.: 21-10-03212.00

Sheet Title
BASEMAP

Sheet No.
BASEMAP



PROFESSIONAL SERVICES AGREEMENT

TTL PROJECT NO.: _____ PROJECT NAME: _____

This Agreement made and entered into on _____ by and between TTL, Inc., hereinafter called "Consultant" and _____ hereinafter called "Client", is for the services described under this Agreement.

- SCOPE OF SERVICES:** Consultant's services are described in the Scope of Services (Services) section of the Proposal, which is attached to and made a part of this Agreement. Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence, unless specifically addressed in Consultant's proposal. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- ACCEPTANCE:** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and both parties agree that this Agreement takes precedence over any additional or conflicting terms provided in other documents. This Agreement shall not be assigned by either party without prior written consent of the other party.
- CHANGE ORDERS:** Client may request changes to the Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Similarly, if project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee. Following Client's review and concurrence with the change order request, Client shall provide written acceptance.
- COMPENSATION:** Client shall compensate Consultant for the Services performed at the fees stated in the Proposal. Fee schedules provided shall be valid for the calendar year in which they are issued. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney's fees. Consultant may suspend or terminate Services for lack of timely payment without liability to Client in connection with such suspension or termination.

For some projects and, prior to provision of services, the Consultant may require the Client to make an initial retainer payment. As it pertains to this Agreement, Client is requested to deposit a retainer of \$ _____ with the Consultant. The retainer amount shall be credited upon completion of the services on the final invoice.

- THIRD PARTY RELIANCE:** This Agreement and the Services provided are for Consultant's and Client's sole benefit and exclusive use with no third-party beneficiaries made or intended. Reliance upon Consultant's work product Services is limited to Client. Permission to rely on Consultant's work product is not granted to third parties. **For a limited time period, not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client; however, Client understands that such reports will be issued strictly for informational purposes only and not for reliance. Reliance by any third party will not be granted until those third parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.** Client also acknowledges that such third-party disclosures for reliance could create a conflict of interest for Consultant and Client hereby waives any and all claims of conflict of interest against Consultant, Consultant's employees or sub-consultants or subcontractors regarding any disclosure to a third party for informational or reliance purposes. Consultant may rely upon information provided to Consultant by or on behalf of Client or third parties without any duty to independently verify the accuracy or completeness or currency of same, and Consultant shall have no liability to Client arising from any deficiency of such information.
- LIMITATION OF LIABILITY:** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL MAXIMUM AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND CONSULTANT'S SUBCONSULTANTS AND SUBCONTRACTORS AND THE OFFICERS, DIRECTORS, MANAGERS, MEMBERS, SHAREHOLDERS, AGENTS, REPRESENTATIVES AND EMPLOYEES OF ALL OF THE FOREGOING) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF _____ OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, STATUTORY, TORT, CONTRACTUAL OR EQUITABLE CONTRIBUTION OR INDEMNITY OBLIGATION OR ANY OTHER THEORY OF RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
- INDEMNIFICATION:** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby

created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project. Indemnification shall include but not be limited to failure to adequately implement and maintain effective best management practices for erosion and sediment control by Client, contractors, subcontractors, or others whether or not Consultant provides services related to such activities.

- 8. STANDARD OF CARE (WARRANTY):** The standard of care for all professional engineering, surveying, testing and related services performed or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing with the same education and experience, under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished. Subject to the foregoing standard of care, the Consultant may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to manufacturers, suppliers, and publishers of technical standards.
- 9. INSURANCE:** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occurrence / \$2,000,000 aggregate); (iii) automobile liability insurance (\$1,000,000 Bodily Injury and Property Damage combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / aggregate). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
- 10. CONSEQUENTIAL DAMAGES:** Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.
- 11. OPINIONS OF COST:** Consultant's opinions (if any) of probable construction costs are made on the basis of Consultant's experience, qualifications, and general familiarity with the construction industry. However, because Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant's opinion of probable construction costs is not and shall not be considered a guaranteed estimate or exact price for construction of the Project. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- 12. SUBSURFACE EXPLORATION:** Subsurface conditions throughout the site may vary from those depicted on logs of discrete exploratory borings, test pits, or other subsurface exploratory services. Client understands Consultant's layout of exploratory boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services and Client assumes responsibility for site restoration.
- 13. TESTING AND OBSERVATIONS:** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to failure to request or schedule services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or Client's contractor's adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from Client's contractor's responsibility for defects discovered in Client's contractor's work, or create a warranty or guarantee from Consultant of any nature. Consultant will not supervise or direct the work performed by Client's contractor or Client's contractor's subcontractors at any tier and Consultant explicitly is not responsible for their means and methods.
- 14. SAMPLE DISPOSITION:** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, biohazard, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Scope of Services submitted by Consultant, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and all reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, Consultant's related companies, Consultant's sub-consultants or subcontractors, and the agents, representatives, officers, directors, members, managers and shareholders of all of the foregoing harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any person or entity from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. UNFORESEEN CIRCUMSTANCES:** It is possible that unforeseen conditions or occurrences may be encountered at the site which could substantially alter the necessary services or the risks involved in completing Consultant's services. If this occurs, Consultant will promptly notify and consult with Client, but will act based on Consultant's sole judgment where risk to Consultant's personnel, the public or where professional duties to disclose hazards or conditions are involved. Possible actions could include: (a.) Complete the original Scope of Services in accordance with the procedures originally intended in Consultant's Proposal, if practicable in Consultant's judgment; (b.) Agree

with Client to modify the Scope of Services and the estimate of charges to include assessment of the unforeseen conditions or occurrences, with such revision agreed to in writing; (c.) Terminate the services effective on the date specified by Consultant in writing; (d.) Disclose information to regulators or government authorities when required by statute or professional canons of ethics.

- 16. **UTILITIES:** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to (or claims arising out of damage to) subterranean structures or utilities that are not called to Consultant's attention or are not correctly marked, including being marked by a utility location service, or are incorrectly shown on the plans furnished to Consultant.
- 17. **SITE ACCESS AND SAFETY:** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary for Consultant to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors and subcontractors, or other parties present at the site.
- 18. **OWNERSHIP OF DOCUMENTS:** All documents, including plans, drawings, specifications, reports, logs, data, calculations, and surveys prepared by the Consultant are instruments of service and shall remain the property of the Consultant. Such documents may not be used by CLIENT for any other endeavor without express written consent from TTL. Any unauthorized re-use is at Client's or the recipients' sole and exclusive risk and is without liability to TTL. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices. Upon Client's request, Consultant's work product may be provided via electronic media. If Consultant's work product includes delivery of a design model or survey data file via electronic media, Consultant makes no warranty or representation to Client that the electronic copy is accurate or complete and Client shall be required to sign a separate Electronic Document Release Form evidencing this understanding. Consultant may rely upon information provided to Consultant by or on behalf of Client or third parties without any duty to independently verify the accuracy or completeness or currency of same, and Consultant shall have no liability to Client arising from any deficiency of such information.
- 19. **WAIVER:** Any failure by Consultant to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and Consultant may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
- 20. **DISPUTE RESOLUTION:** In the unlikely event a dispute arises out of or relates to this contract, or the breach thereof, the parties will attempt to settle the matter through amicable discussion. Client shall not be entitled to assert a claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion of a registered, independent, and reputable engineer, surveyor, or geologist licensed in the jurisdiction in which the work in question was performed indicating that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days. If no agreement can be reached, the parties agree to use mediation before resorting to a judicial forum. The cost of a third-party mediator shall be shared equally by the parties with proceedings to be held in _____. In the event of litigation, reasonable costs and attorneys' fees will be awarded to the prevailing party.
- 21. **GOVERNING LAW:** Client and Consultant agree this Agreement and any legal actions related to its validity, interpretation and performance shall be governed by and according to laws of the state of _____.
- 22. **SURVIVAL:** All provisions of this Agreement for indemnity or allocation of responsibility or liability between Client and Consultant shall survive the completion of the services and the termination of this Agreement.
- 23. **TERMINATION:** This Agreement may be terminated at any time by either party by written notice in the event of substantial failure to perform in accordance with the terms herein by the other party through no fault of the terminating party. If this Agreement is so terminated by either party, regardless of reason, Client shall pay TTL compensation for work satisfactorily completed up to date of termination for said work and for reasonable termination expenses incurred as the result of termination. This Agreement shall remain in effect until completion of proposed scope of services unless terminated as provided herein, or extended by mutual agreement in writing.
- 24. **SEVERABILITY:** Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed to be omitted and the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

CLIENT

ENTITY NAME: _____
CONTACT NAME: _____
TITLE: _____
ADDRESS: _____
CITY AND STATE: _____
OFFICE PHONE: _____
CELL PHONE: _____
EMAIL: _____

SIGNED: _____
DATE: _____

CONSULTANT

ENTITY NAME: TTL, Inc. _____
CONTACT NAME: _____
TITLE: _____
ADDRESS: _____
CITY, STATE, ZIP: _____
OFFICE PHONE: _____
CELL PHONE: _____
EMAIL: _____

SIGNED: _____
DATE: _____

RESOLUTION NO 22-182

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE TASK ORDER DIRECTIVE #1 OF THE NORTHPORT WATER PARK MASTER SERVICE AGREEMENT WITH PROPARKS MANAGEMENT COMPANY LLC

WHEREAS, ProParks Management Company, LLC has submitted a concept master plan design services proposal; and,

WHEREAS, the proposed total task order directive #1 amount to be paid by the City of Northport is \$52,800.00; and,

WHEREAS, the Engineering department is requesting that the City Council authorize the City Administrator to execute task order directive #1 in the amount of \$52,800.00 of the Northport Water Park Master Service Agreement with ProParks Management Company, LLC.

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

- 1) That the City Administrator be authorized to execute task order directive #1 in the amount of \$52,800.00 of the Northport Water Park Master Service Agreement with ProParks Management Company, LLC for the concept master plan design services,
- 2) Upon execution of the agreement by both parties, that a copy of such task order directive #1 be kept on file by the office of the City Administrator.
- 3) That the City Administrator be authorized to execute any necessary documents and requisitions pertaining to said task order directive #1.

RESOLVED AND DONE THIS 12th day of December 2022.

CITY COUNCIL OF THE CITY OF NORTHPORT

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda D. Webb
City Administrator

Reading: December 12, 2022
Motion By:
Second By:



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

AGENDA ITEM NO. 9.c.1.

MEETING DATE: December 12, 2022

SUBJECT: Purchase Requisition - Replacement Pump for Carroll's Creek Pump Station

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Allison Martin

Approved By: John Webb

Summary:

The purchase requisition to Morrow Water Technologies, Inc., in the amount of \$15,209.20, is for the purchase of a replacement pump for Carroll's Creek Pump Station. One of the three pumps at this station is no longer operable and needs to be replaced in order to continue optimal operation of the pump station. This pump is being purchased per The Code of Alabama § 41-16-51(b)(7) (1975).

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 50-39-515-50389 Amount: \$ 15,209.20

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$15,209.20 to Morrow Water Technologies, Inc.



Pumping Solutions for Municipal Water & Waste Water

PROPOSAL NO.: 1115-86-65 S4L4000M4-4
PAGE 1 OF 1

7440 Cahaba Valley Rd. | Birmingham, AL 35242
P 205.408.6680 | F 205.408.6690 | morrowwater.com

YOUR INQUIRY: Hydromatic s4L4000M4-4	DATE OF INQUIRY November 17, 2022	DATE OF REVISION	PROPOSAL VALID FOR:
---	--------------------------------------	------------------	---------------------

TO: Northport	Customer Phone: 205-342-3636 Customer Fax: E-Mail: cdavis@cityofnorthport.org Quote Prepared by: Harry Clark (205) 408-6658
Attention: Cynthia Davis	

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
1	518160367 S4L4000M4-4, 40HP, 460/3/60, 6-4 cord, 1750 RPM type 21, Buna/CE seal, 11.38" impeller, 50' cord dual type W	14,809.20	14,809.20
1	Estimated Freight	400.00	400.00

****DUE TO CURRENT MARKET VOLATILITY QUOTE WILL BE VALID FOR 14 DAYS****

TOTAL PRICE LESS FREIGHT AND TAXES 15,209.20

The safe application and use of equipment supplied by Morrow Water Technologies, Inc is the responsibility of the installer, user, and employer. To evaluate the safe application of this equipment, the following should be considered: the location of the installation, accessibility of employees and other persons to the equipment, and adjacent equipment, applicable building and safety codes, and requirements of OSHA.

Equipment sold by Morrow Water Technologies is subject to the individual manufacturer's warranty terms and conditions

TERMS: See Terms and Conditions

Freight: Allowed

FOB: Shipping Point

Delivery: 20 to 22 Weeks ARO

Delivery Date Not Guaranteed Due To Current Supply Chain Issues

Agreement:

Sign and date to purchase

Signature

Date

A Brownlee-Morrow Enterprises Company



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

AGENDA ITEM NO. 9.c.2.

MEETING DATE: December 12, 2022

SUBJECT: Purchase Requisition - Cleaning Carroll's Creek Pump Station

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: Allison Martin

Approved By: John Webb

Summary:

The purchase requisition to Video Industrial Services, Inc., in the amount of \$6,420.00, is for the emergency cleaning at Carroll's Creek pump station.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 50-39-515-50457 Amount: \$ 6,420.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$6,420.00 to Video Industrial Services.



VIDEO INDUSTRIAL SERVICES, INC.

Specializing in today's needs for environmental protection.

November 21, 2022

PROPOSAL:

SUBMITTED TO: City of Northport Utilities Department

ATTN: Cynthia Davis & Mike Brown

cdavis@cityofnorthport.org mbrown@cityofnorthport.org

PROPOSAL: To provide the necessary labor and equipment to remove liquid and debris from one wet well/lift station located beside Carroll Creek in Northport, AL.

VIS will provide a 4-person crew, (2) industrial vacuum loader trucks, a 3500 PSI hot blaster and a support vehicle with all needed piping to remove the material. All material removed will be taken to the Northport WWTP for disposal.

Proposed pricing for this project is: **\$6,420.00 Lump Sum**

Any delays over one hour of VIS work procedures caused by City of Northport or onsite contractors will be charged to City of Northport at an additional rate of **\$535.00** per hour.

Terms: Net 30 days. Subject to Terms and Conditions attached.

If you find the above proposal satisfactory, please sign a copy, return a copy to us and retain a copy for your records. To schedule the above services, please contact our office as soon as possible.

Respectfully submitted,

VIDEO INDUSTRIAL SERVICES, INC.

Phillip Bell

Vice President

ACCEPTED this _____ day of _____ 20____

Name of Purchaser

Name and Title

7721 2nd Ave N. ☐ Birmingham, AL 35206 ☐ (205) 798-0300 ☐ (800) 341-1425 ☐ FAX (205) 798-6211

www.carvlon.com

VIDEO INDUSTRIAL SERVICES, INC.

GENERAL TERMS AND CONDITIONS

- I. **General Conditions:** These general conditions are incorporated by reference into the proposal by and are part of the Agreement under which services are to be performed by the Contractor for the Customer.
- II. **Customer Supplied Labor:** Where the Customer supplies labor for the Contractor, the Customer will indemnify the Contractor for liability, loss or expense for work related injuries to the Customer's employees. The Customer agrees to waive all rights or subrogation against the Contractor arising out of the work in this Agreement.
- III. **Damage Limitations:** Under no circumstances will the Contractor be responsible for indirect, incidental or consequential damages. The Contractor also is not responsible for the rendering of or failure to render architectural, engineering or surveying professional services.
- IV. **Preexisting Conditions:** The Contractor will not be responsible for liability, loss or expense (including damage caused by the backup of basement sewers) where the primary cause of the claim or damage is preexisting conditions including faulty, inadequate or defective design, construction, maintenance or repair of property or contamination of the subsurface where the condition existed prior to the start of the Contractor's work. Customer is responsible for loss of service equipment caused by the preexisting conditions at the jobsite.
- V. **Environmental Conditions:** The debris is represented to Contractor to be non-hazardous, requiring no manifesting or special permitting. The Customer will be responsible for any additional costs or claims associated with the treatment, storage, disposal of the removed debris, or breach of the above representation, at any time during or after the completion of this project.
- VI. **Indemnification:** The Customer and Contractor will each indemnify the other for liability, loss and expense incurred by the other party resulting from a negligent act or omission in performance of work under this Agreement. If both parties are jointly at fault, each will indemnify the other in proportion to their relative fault. The Customer also will indemnify Contractor for liability, loss and expense resulting from Contractor's services if the Contractor is acting at the direction or instruction of the Customer, or where the primary cause of any damages is due to information provided by the Customer.
- VII. **Credit Policy:** Regular Terms are Net 30 Days. The company may charge interest at the rate of 1-1/2% per month on all invoices outstanding 60 days past invoice date.
- VIII. **Entire Agreement:** This proposal together with any written documents which may be incorporated by specific reference herein constitutes the entire agreement between the parties and supersedes all previous communications between them, either oral or written. The waiver by contractor of any term, condition or provision herein stated shall not be construed to be a waiver of any other term, condition or provision hereof.



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

AGENDA ITEM NO. 9.c.3.

MEETING DATE: December 12, 2022

SUBJECT: Purchase Requisition - Refurbish Aerator Motor at WWTP

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Allison Martin

Approved By: John Webb

Summary:

On October 24, 2022, the City Council approved the purchase of a new 150hp motor for the #3 Aeration Basin at the Wastewater Treatment Plant, due to the current one failing.

This requisition to Yellowhammer Electric Motor & Supply, in the amount of \$5,753.56, is to refurbish the motor that was replaced in order to have it as a back-up in case anything happens to the new motor. Having a back-up motor will ensure that there will not be any interruption in the operation of the aeration basin.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 50-39-513-50336 Amount: \$ 5,753.56

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$5,753.56 to Yellowhammer Electric Motor & Supply.



3507 McGee Road, Cottondale, AL 35453
 Phone: 205-462-3453 Website: www.yems.us

Quote

Customer ID	Quote Date	Quote Number
023143	10/4/2022	RQ1148
Attn	cc	

Customer Information

CITY OF NORTHPORT
 ACCOUNTS PAYABLE
 PO BOX 569
 NORTHPORT, AL 35476

Ship To Information

City of Northport Wastewater
 3950 3rd St South
 NORTHPORT, AL 35476

Quote By:	Michael Jones
PO #:	
RFQ #:	
Salesperson:	House Employee
Phone:	(205) 339-7000 x
Fax:	(205) 333-3046 x
Terms:	Net 30

Nameplate Information

ID	M1628
Motor-Make	Reliance
HP Rating	150
HP Unit	HP
Sync RPM	1800

Nameplate RPM	1780
Frame	445LP
Enclosure	TEFC
Poles	4
Rated V.	460

Quote Information

Reason Sent For Repair: PREVENTIVE MAINTENANCE

Required Work: PICKUP, REMOVE AND INSTALL MOTOR, DISMANTLE, CLEAN, AND INSPECT. ELECTRICALLY TEST WINDINGS. L-L RES TEST, SURGE TEST, MEG TEST, STE-VOLTAGE TEST STATOR WINDINGS. RE-INSULATE WINDING. MIC AND RECORD ALL MECHANICAL FITS, DYNAMICALLY BALANCE ALL ROTATING PARTS, INSTALL NEW BEARINGS. ASSEMBLE, TEST RUN AND RECORD ALL DATA. PAINT, COMPLETE, AND DELIVER

Comments: QUOTE BASED ON SCOPE OF WORK PROVIDED. ANY ADDITIONAL WORK WILL BE QUOTED ON AN AS NEEDED BASIS. CUSTOMER TO PROVIDE CRANE AND LIFTING PROVISIONS.

COST PER MOTOR

Labor	Unit Price	Ext Price
Total for Labor :		5,247.00
Material	Unit Price	Ext Price
Total for Material :		506.56

Quotes Do Not Include Sales Tax or Freight, Unless Otherwise Noted.
We Are not Responsible For Items Left Over 60 Days.
 Quote is valid for 30 days.

Subtotal :	5,753.56
Tax :	0.00
Total for Quote RQ1148 :	5,753.56
Lead Time	
1-2 WEEKS	

SIGNATURE: _____ DATE: _____

PO# (IF NOT ALREADY ISSUED):

Ship Via: Our Truck



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

AGENDA ITEM NO. 9.c.4.

MEETING DATE: December 12, 2022

SUBJECT: Purchase Requisition - Equipment for WTP SCADA Improvement Project

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Allison Martin

Approved By: John Webb

Summary:

The purchase requisition to Electric Machine Control Inc., in the amount of \$28,958.00 is for items that are being used in the Water Treatment Plant SCADA Upgrades. All of the items have long lead times, and if not ordered soon, could slow the project down considerably. This is a 2022 capital project.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 50-39-600-81308 Amount: \$ 28,958.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$28,958.00 to Electric Machine Control, Inc.

Cynthia Davis

From: Brian Thomason <bthomason@emcinc.com>
Sent: Thursday, November 17, 2022 8:09 AM
To: Cynthia Davis
Subject: RE: WTP Long Lead Time Control Items

Thanks, just let us know if you need anything else.

Brian

From: Cynthia Davis <cdavis@cityofnorthport.org>
Sent: Wednesday, November 16, 2022 3:57 PM
To: Brian Thomason <bthomason@emcinc.com>
Subject: RE: WTP Long Lead Time Control Items

Thanks Brian.

The next council meeting that I can get it to will be December 12th, but I should have a po in a few days after the meeting.

From: Brian Thomason <bthomason@emcinc.com>
Sent: Wednesday, November 16, 2022 8:44 AM
To: Cynthia Davis <cdavis@cityofnorthport.org>
Subject: WTP Long Lead Time Control Items

Cynthia:

Good morning. Attached is an updated worksheet with the Long Lead Time Control Items as discussed. The total amount for these parts is \$28,958.00. The current lead times on these items range from 2 to 6 months. Let me know if you have any questions or if you need any additional information.

Thanks,
Brian

Brian Thomason
Electric Machine Control, Inc.
www.emcinc.com
P. 205-661-3998
C. 205-612-0723



Confidentiality Notice:

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City of Northport
Water Treatment Plant
EM210209
Long Lead Time Component List
November 16, 2022

Pricing checked on 11/16/22

<u>Vendor</u>	<u>Part Number</u>	<u>Manufacturer</u>	<u>Description</u>	<u>Qty.</u>
			Sand Filter Panel	
			Allen Bradley Components	
	1783-BMS06SL	Allen Bradley	Stratix 5700 Switch, Managed, 4 Fast Ethernet Copper Ports, 2 Fast Ethernet Fiber SFP Slots, Lite Software	1
	1794-AENT	Allen Bradley	EtherNet/IP 10/100 Mbit FLEX I/O Adapter Module (10BaseT)	1
	1794-IA8I	Allen Bradley	Input Module, 120VAC, 8 Isolated Inputs	1
	1794-IF4I	Allen Bradley	Analog Input Module, 16 Bit, 4 Point Isolated	1
	1794-OF4I	Allen Bradley	Analog Output Module, 16 Bit, 4 Point Isolated	1
	1794-OW8	Allen Bradley	Relay Contact Output Module, 8 Point Isolated	1
	2866323	Phoenix	Power Supply, 24VDC, 10A	1
			Central Terminal Unit	
			Allen Bradley Components	
	1756-A4	Allen Bradley	4 Slot ControlLogix Chassis	1
	1756-EN2T	Allen Bradley	EtherNet 10-100M Interface Module (supports 128 TCP/IP connections)	1
	1756-L73	Allen Bradley	ControlLogix5573 Controller With 8 Mbytes Memory	1
	1756-PA72	Allen Bradley	85-265 VAC Power Supply (10 Amp @ 5V)	1
	PLX31-EIP-MBS	Allen Bradley	EtherNet/IP to Modbus Serial Gateway Annunciator_FLX001	1
	1794-AENT	Allen Bradley	EtherNet/IP 10/100 Mbit FLEX I/O Adapter Module (10BaseT)	1
	1794-CE1	Allen Bradley	FLEX I/O 1 ft Extender Cable (0.3 m)	1
	1794-IA8I	Allen Bradley	Input Module, 120VAC, 8 Isolated Inputs	1
	1794-IF4I	Allen Bradley	Analog Input Module, 16 Bit, 4 Point Isolated	1
	2866323	Phoenix	Power Supply, 24VDC, 10A	2
			Total Net Price for Listed Components	
			\$28,958.00	



KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY

201 SOUTH UNION STREET, SUITE 300 | P.O. BOX 304115 | MONTGOMERY, AL 36130-4115
PHONE 334.676.6000 | WWW.ALEA.GOV



HAL TAYLOR
SECRETARY

October 27, 2022

Mr. John P. Webb
Director of Utilities
City of Northport
Northport, Alabama

RE: Water Treatment Plant SCADA and Filter Upgrades – Phase 1

Dear Director Webb:

The Alabama Law Enforcement Agency has received your request to bid the construction project(s) listed in your October 26, 2022 application in accordance with paragraph (g) of § 39-2-2, Ala. Code 1975.

The Alabama Law Enforcement Agency hereby acknowledges your proposed public works project as having a direct impact on the security or safety of persons or facilities and requiring confidential handling for the protection of such persons or facilities in accordance with § 39-2-2(g), Ala. Code 1975.

Sincerely,

A handwritten signature in blue ink that reads "Hal Taylor".

Hal Taylor
Secretary of Law Enforcement



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

AGENDA ITEM NO. 9.c.5.

MEETING DATE: December 12, 2022

SUBJECT: Purchase Requisition - 2023 Ammunition Purchase

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: Haley Abbett

Approved By: Gerald Burton

Summary:

The purchase requisition to Gulf States Distributors Inc. in the amount of \$15,007.00 for the annual ammunition purchase.

Recommendation:

That this request be passed.

Funding Source/GL Code:

GL Code No. 01-33-000-50270 Amount: \$15,007.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$ 15,007.00 to _____.

Northport Police Department 2023 Ammo Purchase

Brand	Load #	Description	Supplier	Cases	Rds/CS	Price
Speer Gold Dot	53619	9mm 147gr Bonded HP	GSD	6	1000	\$395.00
Speer Law Man	53620	9mm 147gr FMJ	GSD	45	1000	\$265.00
Speer Lawman	53955	.40 S&W 165gr FMJ	GSD	2	1000	\$356.00

Purchased From: Gulf States Distributors Inc.
 600 E. Shirley Lane
 Montgomery, AL 36117

Prices From: State of Alabama
 Ammunition Contract MA 999 180000000302 Gulf States
 Good through June 26, 2023

Total

\$2,370.00

\$11,925.00

\$712.00

\$15,007.00



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

AGENDA ITEM NO. 9.c.6.

MEETING DATE: December 12, 2022

SUBJECT: Minutes from November 21st Council Meeting

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Whitney DuBose

Approved By: Glenda Webb

Summary:

Attached are the minutes recorded from the regular meeting that took place on November 21st, 2022.

Recommendation:

Funding Source/GL Code:

N/A

Motion for Consideration:

Motion to approve the minutes from the November 21st Council Meeting.

The regular called Meeting of the Northport City Council convened at **5:30 p.m. on Monday, November 21, 2022**, at Northport City Hall, located at 3500 McFarland Blvd., in the Council Chambers. The invocation was offered by Pro Tem Hinton and President Hogg led the assembly in the Pledge of Allegiance. Upon roll call, the following were found to be present: President Hogg, Councilwoman Bobo, Councilman Washington, Pro Tem Hinton, and Councilwoman Dykes. Also present at tonight's meeting, Mayor Herndon. City Administrator Webb was absent was tonight's meeting.

Mr. James Hammett, an approved visitor to address Council thanked Councilwoman Bobo and Councilman Washington for their donations to the improvement of instruction in his classroom.

Motion by Councilwoman Bobo, **Second** by Councilman Washington **to approve the agenda for November 21, 2022**. Roll call was as follows: Councilwoman Bobo, Yes; Councilman Washington, Yes; Pro Tem Hinton, Yes; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Councilwoman Dykes, **Second** by Councilwoman Bobo **to adopt Ordinance 2167 declaring the 2023 Sever Weather Preparedness Tax Holiday, February 24-26, 2023 in the City of Northport**. Roll call was as follows: Councilwoman Dykes, Yes; Councilwoman Bobo, Yes; Councilman Washington, Yes; Pro Tem Hinton, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Pro Tem Hinton offered for a 1st Reading , Rezoning approximately 0.68 acres located at 3218 Main Avenue.

Councilwoman Bobo offered for a 1st Reading, Ordinance amending Table 4-1 of the Zoning Ordinance to include Medical Cannabis Dispensing.

Motion by President Hogg, **Second** by Councilman Washington **to adopt Resolution 22-186 appointing Mr. Charles Swann to the Historic Williamson Cemetery Board with his term to expire November, 2026**. Roll call was as follows: President Hogg, Yes; Councilman Washington, Yes; Councilwoman Bobo, Yes; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by President Hogg, **Second** by Pro Tem Hinton **to adopt Resolution 22-187 re-appointing Mr. Bruce Davis to the Historic Williamson Cemetery board with his term to expire November, 2026**. Roll call was as follows: President Hogg, Yes; Pro Tem Hinton, Yes; Councilwoman Bobo, Yes; Councilman Washington, Yes; and Councilwoman Dykes, Yes. **Motion Carried Unanimously.**

Motion by President Hogg, **Second** by Councilman Washington **to adopt Resolution 22-188 re-appointing Mrs. Flora Gay to the Historic Williamson Cemetery Board with her term to expire November, 2026**. Roll call was as follows: President Hogg, Yes; Councilman Washington, Yes; Councilwoman Bobo, Yes; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by President Hogg, **Second** by Councilwoman Dykes **to adopt Resolution 22-189 re-appointing Mrs. Lisa Ann Sellers to the Historic Williamson Cemetery Board with her term to expire November, 2026**. Roll call was as follows: President Hogg, Yes; Councilwoman Dykes, Yes; Councilwoman Bobo, Yes; Councilman Washington, Yes; and Pro Tem Hinton, Yes. **Motion Carried Unanimously.**

Motion by President Hogg, **Second** by Councilman Washington **to adopt Resolution 22-190 authorizing the Mayor to enter into a lease agreement with Alabama Department of Transportation for parking under Hugh Thomas Bridge**. Roll call was as follows: President Hogg, Yes; Councilman Washington, Yes; Councilwoman Bobo, Yes; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Pro Tem Hinton, **Second** by Councilwoman Dykes to adopt Resolution 22-191 awarding Bid File 22-17 for Pest Control Services to Burnum-Hahn Exterminators, Inc., the lowest bidder meeting specifications, and authorizing the City Administrator to approve, as needed, all purchase requisitions for pest control using the yearly rates from said bid file. Roll call was as follows: Pro Tem Hinton, Yes; Councilwoman Dykes, Yes; Councilwoman Bobo, Yes; Councilman Washington, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Pro Tem Hinton , **Second** by Councilwoman Dykes to adopt Resolution 22-192 authorizing the City Administrator to execute an amendment with Thompson Engineering for the Watermelon Road Resurfacing Project. Roll call was as follows: Pro Tem Hinton, Yes; Councilwoman Dykes, Yes; Councilwoman Bobo, Yes; Councilman Washington, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Councilwoman Bobo, **Second** by Councilman Washington to adopt Resolution 22-193 awarding Bid File 22-18, Miscellaneous Automotive Parts to Northport Auto Supply, the lowest bidder meeting specifications, and authorizing the Cit Administrator to approve, as needed, all purchase requisitions for automotive parts using the unit prices from said bid file. Roll call was as follows: Councilwoman Bobo, Yes; Councilman Washington, Yes; Pro Tem Hinton, Yes; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Councilwoman Bobo, **Second** by Councilman Washington to adopt Resolution 22-194 awarding Bid File 22-19, Automotive Batteries, to Northport Auto Supply, the lowest bidder meeting specifications, and authorizing the Cit Administrator to approve, as needed, all purchase requisitions for automotive batteries using the unit prices from said bid file. Roll call was as follows: Councilwoman Bobo, Yes; Councilman Washington, Yes; Pro Tem Hinton, Yes; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Councilwoman Bobo, **Second** by Councilman Washington to adopt Resolution 22-195 authorizing the City Administrator to enter into an agreement with Duncan-Coker Associates, P.C. to provide Engineering Services on the Rice Mine Road Storm Drainage Structure Improvements Project. Roll call was as follows: Councilwoman Bobo, Yes; Councilman Washington, Yes; Pro Tem Hinton, Yes; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Councilwoman Bobo, **Second** by Councilman Washington to adopt Resolution 22-196 awarding Bid File 22-20, Light Duty Automotive Parts, to Northport Auto Supply, the bidder meeting specifications, and authorizing the Cit Administrator to approve, as needed, all purchase requisitions for Light Duty Automotive parts using the unit prices from said bid file. Roll call was as follows: Councilwoman Bobo, Yes; Councilman Washington, Yes; Pro Tem Hinton, Yes; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Pro Tem Hinton, **Second** by Councilman Washington to adopt Resolution 22-197 awarding bid File 22-21, Heavy Duty Automotive Parts, to Southland International, the bidder meeting specifications, and having the highest quality product, and authorizing the City Administrator to approve, as needed, all purchase requisitions for Heavy Duty Automotive Parts using the unit prices from said bid file. Roll call was as follows: Pro Tem Hinton, Yes; Councilman Washington, Yes; Councilwoman Bobo, Yes; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Councilwoman Bobo, **Second** by President Hogg to adopt Resolution 22-198 awarding Bid File 22-22, Oil Products, to W.H. Thomas Oil Company, the bidder meeting specifications and having the highest quality product , and authorizing the City Administrator to approve, as needed, all purchase requisitions for Oil using the unit prices from said bid file. Roll call was as follows: Councilwoman Bobo, Yes; President Hogg, Yes; Councilman Washington, Yes; Pro Te Hinton, Yes; and Councilwoman Dykes, Yes. **Motion Carried Unanimously.**

Motion by Councilman Washington, **Second** by Pro Tem Hinton to adopt Resolution 22-199 awarding Bid File 22-23, Concrete and Grout Mix, to Bama Concrete, the bidder meeting specifications, and authorizing the City Administrator to approve, as needed, all purchase requisitions for concrete using the unit prices from said bid file. Roll call was as follows: Councilman Washington, Yes; Pro Tem Hinton, Yes; Councilwoman Bobo, Yes; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Councilwoman Bobo, **Second** by Councilman Washington to adopt Resolution 22-200 awarding Bid File 22-24, Stone and Rip Rap, to Pearce Trucking, Inc., the bidder meeting specifications, and authorizing the Cit Administrator to approve, as needed, all purchase requisitions for Rip Rap Automotive parts using the unit prices from said bid file. Roll call was as follows: Councilwoman Bobo, Yes; Councilman Washington, Yes; Pro Tem Hinton, Yes; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Councilwoman Dykes, **Second** by Pro Tem Hinton to adopt Resolution 22-201 awarding Bid File 22-25, Drainage Pipe, to Southern Pipe & Supply, the bidder meeting specifications, and authorizing the City Administrator to approve, as needed, all purchase requisitions for Drainage Pipe using the unit prices from said bid file. Roll call was as follows: Councilwoman Dykes, Yes; Pro Tem Hinton, Yes; Councilwoman Bobo, Yes; Councilman Washington, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Councilwoman Dykes, **Second** by Councilwoman Bobo to adopt Resolution 22-202 allocating \$350,000.00 for the Educational Grants from the 2023 Northport First Funds using the same formula for each Northport school as utilized as two previous fiscal years. Roll call was as follows: Councilwoman Dykes, Yes; Councilwoman Bobo, Yes; Councilman Washington, Yes; Pro Tem Hinton, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Councilwoman Bobo, **Second** by Councilman Washington to approve the **November 21, 2022**, Consent Agenda Items:

CONSENT AGENDA

1. PO Requisition, Animal Control Truck Repair, Pop's Shop, \$5,705.18- PD
2. PO Requisition, Meal Reimbursement, Chief Gerald Burton, \$138.62- PD
3. PO Requisition, Meal and Travel Reimbursement, Mishell Dobbins, \$145.41- PD
4. Minutes, November 7th, Regular Council Meeting- Administrative
5. Bill Listing- Administrative

Roll call was as follows: Councilwoman Bobo, Yes; Councilman Washington, Yes; Pro Tem Hinton, Yes; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Public Hearings

There were no Public Hearings items on the agenda for the Engineering Department.

Legal Department had 2 items on the agenda under Public Hearings.

President Hogg opened the floor for Public Hearing for agenda item 11b1.

President Hogg closed the floor for Public Hearing for agenda item 11b1.

Motion by Councilwoman Bobo, **Second** by Councilman Washington to adopt **Resolution 22-203 fixing the cost of nuisance weed abatement and authorizing filing a lien for the property located at 908 15th Avenue, Parcel No. 63-31-05-15-2-025-002.000**. Roll call was as follows: Councilwoman Bobo, Yes; Councilman Washington, Yes; Pro Tem Hinton, Yes; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

President Hogg opened the floor for Public Hearing for agenda item 11b2.

President Hogg closed the floor for Public Hearing for agenda item 11b2.

Motion by Councilwoman Bobo, **Second** by Pro Tem Hinton to adopt **Resolution 22-204 fixing the cost of nuisance weed abatement and authorizing filing a lien for the property located at 1801 29th Avenue, Parcel No. 63-31-05-16-1-006-005.000**. Roll call was as follows: Councilwoman Bobo, Yes; Pro Tem Hinton, Yes; Councilman Washington, Yes; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

There were no items for Public Hearing for the Planning and Inspections Department.

There were no items for Public Hearing for the Police Department.

CITY ADMINISTRATOR'S BUSINESS

Due to City Administrator Webb's absence, there were still a few announcements that needed to be made. All Thursday, November 24th garbage, trash, and recycling routes will be picked up on Friday, November 25th. Please make note that City Hall will be closed on Thursday and Friday, November 24th and November 25th for Thanksgiving. The next Council meeting is scheduled for December 12th at 5:30 p.m. and will be held at our Municipal Court Building. There will be no committee meetings for the month of December.

MAYOR AND COUNCIL MEMBER'S BUSINESS

Mayor Herndon, Mayor Herndon thanked staffed for their hard work on the Veterans Day Parade and wished everyone a Happy Thanksgiving.

, Yes, Pro Tem Hinton, Yes; Councilwoman Bobo, Yes; Councilman Washington, Yes; Councilwoman Dykes, No. Motion Carries.

Councilwoman Bobo, District 1, Councilwoman Bobo had no official business to discuss for District 1.

Councilman Washington, District 2, Councilman Washington had no official business to discuss for District 2.

Pro Tem Hinton, District 3, Pro Tem Hinton had no official business for District 3.

Councilwoman Dykes, District 4, Councilwoman Dykes had no official business for District 4.

President Hogg, District 5, President Hogg wished everyone a Happy Thanksgiving.

City Council Meeting

November 7, 2022

Page 7

Motion by Councilwoman Bobo, **Second** by Councilman Washington to **adjourn the meeting**. Roll call vote was as follows: Councilwoman Bobo, Yes; Councilman Washington, Yes; Pro tem Hinton, Yes; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

There being no further business to come before the Council, the meeting was adjourned at 5:52 p.m.

Jeff Hogg, President

ATTEST:

Glenda D. Webb, City Administrator



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

AGENDA ITEM NO. 9.c.7.

MEETING DATE: December 12, 2022

SUBJECT: Purchase Requisition - Tahoe Unit 421 Repair

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: Haley Abbett

Approved By: Gerald Burton

Summary:

The requisition to Browns Fleet and Collision Center in the amount of \$6,493.78 for repair to Unit 421, a 202 Chevrolet Tahoe. This amount will be reimbursed by insurance.

Recommendation:

That the request be passed.

Funding Source/GL Code:

GL Code No. 01-33-000-50367 Amount: \$6,493.78

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$6,493.78 _____ to _____.



Browns Fleet & Collision Center

"Your collision is our concern!"
brownsfleet@gmail.com
6129 Highway 69 South, Tuscaloosa, AL 35405
Phone: (205) 764-0211
FAX: (205) 764-0348

Workfile ID:
PartsShare:
Federal ID:

c0a02f
7444
46-3997059

Preliminary Estimate

Customer: Northport Police 421

Written By: Matthew Wetzel

Insured: Northport Police 421
Type of Loss:
Point of Impact:

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
Northport Police 421

Inspection Location:
Browns Fleet & Collision Center
6129 Highway 69 South
Tuscaloosa, AL 35405
Repair Facility
(205) 764-0211 Day

Insurance Company:

VEHICLE

2020 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection

VIN: 1GNLCDEC0LR297406
License:
State: AL

Interior Color:
Exterior Color:
Production Date:

Mileage In:
Mileage Out:
Condition:

Vehicle Out:
Job #:

TRANSMISSION

Automatic Transmission
Overdrive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
Power Passenger Seat

DECOR

Dual Mirrors
Privacy Glass
Console/Storage

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Climate Control
Dual Air Condition
Backup Camera
Parking Sensors

RADIO

AM Radio
FM Radio
Stereo
Search/Seek
CD Player
Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Communications System

Hands Free Device
Positraction

SEATS

Cloth Seats
Reclining/Lounge Seats
3rd Row Seat

WHEELS

Styled Steel Wheels

PAINT

Clear Coat Paint

TRUCK

Trailer Hitch
Trailer Package
Running Boards/Side Steps

Customer: Northport Police 421

Preliminary Estimate

2020 CHEV Tahoe Commercial (Fleet) 4D UTV 9-5.3L Gasoline Direct Injection

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER					
2	R&I	R&I bumper cover				1.2	
3		FRONT LAMPS					
4	R&I	LT Headlamp assy w/o HID lamps w/o RST pkg				0.5	
5		FENDER					
6	*	Rpr LT Fender Tahoe				7.0	2.2
7		Add for Clear Coat					0.9
8		PILLARS, ROCKER & FLOOR					
9	Repl	LT Running board	22813702	1	581.62	1.0	
10		FRONT DOOR					
11	Repl	LT Mirror cover painted					
12	*	Repl LKQ LT door assy +25%	22976568	1	70.40	0.2	0.6
13		Overlap Major Adj. Panel	84348726	1	1,556.25	5.4	3.1
14		Add for Clear Coat					-0.4
15		LT Clean, lube & adjust lock, link & reg.				0.3	0.5
16		Refn mirror					
17		LT Transfer door glass				0.7	0.6
18		REAR DOOR					
19	*	Repl LKQ LT door assy +25%	84253581	1	1,350.00	4.6	3.1
20		Overlap Major Adj. Panel					-0.4
21		Add for Clear Coat					0.5
22		LT Clean, lube & adjust lock, link & reg.				0.3	
23		LT Transfer door glass moveable				0.7	
24	#	Trim LKQ Part		1		3.0	
25		MISCELLANEOUS OPERATIONS					
26	#	Mask For Feather, Prime & Block (Tape & Paper during Repair)		1		0.3	
27	#	Cover (Tape & Paper)		1	10.00 X	0.5	
28	#	Refn Color Tint/Spray Out Card (.5 Per Color)					0.5
29	#	D&R Battery		1		0.5	
30	#	Mask Jambs & Interior		1		0.3	
31	#	Wet/Dry Sand, Rub-Out & Buff (30% of full base)		1		3.0	
32	#	Remove Vinyl		1		1.0	
33	#	Feather, Prime, & Block (.2 Per Repair Hour)		1		1.4	
SUBTOTALS					3,568.27	31.9	11.2

Preliminary Estimate

Customer: Northport Police 421

2020 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection

ESTIMATE TOTALS			
Category	Basis	Rate	Cost \$
Parts			3,558.27
Parts Markup	\$ 652.02	25.0 %	163.01
Body Labor	31.9 hrs @	\$ 55.00 /hr	1,754.50
Paint Labor	11.2 hrs @	\$ 55.00 /hr	616.00
Paint Supplies	11.2 hrs @	\$ 35.00 /hr	392.00
Miscellaneous			10.00
Subtotal			6,493.78
Sales Tax	\$ 3,721.28 @	10.0000 %	372.13
Grand Total			6,865.91
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			6,865.91

MyPriceLink Estimate ID / Quote ID:

1021854679694319616 / 114761726

Preliminary Estimate

Customer: Northport Police 421

2020 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR1GC15, CCC Data Date 11/08/2022, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (***) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2023 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

n=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Intelligent Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Preliminary Estimate

Customer: Northport Police 421

2020 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
12	LKQ Corp 24559 State Highway 79 Trafford AL 35172 (800) 321-3209	#~314559452 LKQ LT door assy +25% Door Assembly, Front POLICE ,4DR,BLACK,PW L, L. POLICE ,S#\$D3203 Quote: 1491815879 Expires: 12/30/22	\$ 1,245.00
19	LKQ Corp 24559 State Highway 79 Trafford AL 35172 (800) 321-3209	#~319812000 LKQ LT door assy +25% Door Assembly, Rear W/O SOLAR; L.,S#\$HT756 Quote: 1491820163 Expires: 12/30/22	\$ 1,080.00



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

**AGENDA ITEM NO. 9.c.8.
MEETING DATE: December 12, 2022
SUBJECT: Bill Listing**

Unfinished Business: Public Hearing:	New Business: First Reading:	Consent Agenda: X Second Reading:
Prepared By: Whitney DuBose	Approved By:	

Summary:

Recommendation:

Funding Source/GL Code:

Motion for Consideration:

Approval of the Consent Agenda will approve the bill listing for the December 12th Council Meeting.



Payment Dates 11/17/2022 - 12/7/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
MICKEY'S BACKHOE SERVICE INC	INV0018613	12/01/2022	ROW Permit ROW22-000006 Re...	725.00
MICKEY'S BACKHOE SERVICE INC	INV0018614	12/01/2022	ROW Permit # ROW22-000007 ...	725.00
				1,450.00
Department: 13 - Mayor & City Council				
Verizon	9920909902	12/01/2022	942073882-00001	245.41
Tammy D Clark-Wildon	INV0018575	12/01/2022	Admin - Dist. Dev. Funds	500.00
The Brown House	INV0018576	12/01/2022	Admin - Dist. Dev. Funds	600.00
City of Northport	INV0018615	12/01/2022	ADMIN - DIST. DEV. FUNDS Chri...	1,000.00
City of Northport	INV0018617	12/01/2022	ADMIN - Dist. Dev. Funds Chris...	200.00
				Department 13 - Mayor & City Council Total: 2,545.41
Department: 15 - Administrative				
Amazon Capital Services	1JD3-C6H4-DY4K	11/17/2022	City Hall - velcro to hang vest u...	63.16
Northwest Supply Co. Inc.	927385	11/17/2022	City Hall - repair to mop sink	33.86
Ander's Hardware Co. Inc.	N1182772	12/01/2022	veterans days bunting shirley pl...	50.58
Ander's Hardware Co. Inc.	N1182779	12/01/2022	veterans day bunting shirley pla...	252.90
Amazon Capital Services	1PTY-TQ4W-CH69	12/01/2022	ORIG INV 1T4H-7LGX-FV97 PO ...	-11.97
Alabama Power Company	INV0018530	11/17/2022	SB23192-17002	7,034.77
Alabama Power Company	INV0018530	11/17/2022	SB23192-17002	628.11
Burnum-Hahn Exterminators Inc.	INV0018482	11/17/2022	Monthly Pest Control	75.00
Moore Petroleum Co. Inc.	2231901	12/01/2022	01-000101	490.90
USI Insurance Svc LLC Alabama	4356925	12/01/2022	Handheld Radios add \$100K En...	606.00
Ander's Hardware Co. Inc.	N1183552	11/17/2022	City Hall - repair leak from new ...	73.93
Home Accents	189590	12/01/2022	Christmas Open House - Grinch...	116.28
Walmart	INV0018528	11/17/2022	FIN - Christmas Open House	25.76
Awesome Air Heating & Cooling...313		12/01/2022	AGENDA 8c12 - Replace (3) HV...	30,400.00
Amazon Capital Services	14TV-RDR7-971F	12/01/2022	Gossamer	159.99
Verizon	9920909902	12/01/2022	942073882-00001	154.05
Spire	INV0018561	12/01/2022	Last Months Payment was appli...	-444.65
Spire	INV0018562	12/01/2022	12301 Mitt Lary Rd 7863555555...	97.16
Spire	INV0018563	12/01/2022	7645 Highway 69N 0429460782...	45.00
Spire	INV0018563	12/01/2022	3401 Main Ave C 0420679877 9...	250.00
Spire	INV0018563	12/01/2022	3401 Main Ave C 0420679877 1...	871.49
Spire	INV0018564	12/01/2022	1000 Harpercreek Dr 36982233...	17.28
Spire	INV0018565	12/01/2022	3000 Charlie Shirley Rd 211404...	35.21
Spire	INV0018566	12/01/2022	512 Main Ave 4973862222 101...	68.97
Cintas	4138032256	12/01/2022	Payer # 14353428	26.39
Glenda Webb	INV0018570	12/01/2022	hotel reimbursement	716.54
Amazon Capital Services	113N-XLY4-1CGV	12/01/2022	holiday open house	23.89
Amazon Capital Services	13R3-QP7C-9WN4	12/01/2022	ORIG INV 1T4H-7LGX-FV97 PO ...	-75.96
Ander's Hardware Co. Inc.	N1184880	12/01/2022	Civic Center - screws for back d...	9.60
				Department 15 - Administrative Total: 41,794.24
Department: 16 - Legal				
Northport Gazette The	INV0018527	11/17/2022	Adv of Ordinance 2156-2158	128.45
Northport Gazette The	INV0018527	11/17/2022	Adv of Ordinance 2157	89.95
Northport Gazette The	INV0018527	11/17/2022	Ordinance 2156	85.75
Krebs Law LLC	01269	11/17/2022	Outsourced Legal - CON v EKS	1,230.68
Northport Gazette The	INV0018531	11/17/2022	Ad - Public Hearing for Weed Li...	53.90
Northport Gazette The	INV0018533	11/17/2022	Ordinance 2160 Advertisement	81.55
Northport Gazette The	INV0018533	11/17/2022	Ordinance 2159 Advertisement	75.25
Northport Gazette The	INV0018533	11/17/2022	Ordinance 2161 Advertisement	79.45
Northport Gazette The	INV0018534	11/17/2022	Adv of Ordinance 2162	84.35
Amazon Capital Services	1KW3-R77C-6N4F	12/01/2022	Printer Drum Unit - Kims Printer	109.98
Verizon	9920909902	12/01/2022	942073882-00001	131.37

Expense Approval Report

Payment Dates: 11/17/2022 - 12/7/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Mary Virginia Buck	INV0018551	12/01/2022	Retainer Service - December 20...	350.00
Mary Virginia Buck	INV0018616	12/01/2022	Outsourced Legal	700.00
CivicPlus LLC	246944	12/01/2022	Municipal Code Online Code Ho...	1,385.00
Department 16 - Legal Total:				4,585.68
Department: 17 - Municipal Court				
One Source Office Products LLC	OE-QT-5209-1	11/17/2022	SUPPLIES	567.27
Moore Petroleum Co. Inc.	2231901	12/01/2022	01-000101	42.18
Krebs Law LLC	INV0018525	11/17/2022	Judicial Services - October 2022	5,000.00
Christopher Edward Allen	INV0018529	11/17/2022	Special Judge 11/9, 11/12, 11/14	2,625.00
Verizon	9920909902	12/01/2022	942073882-00001	64.87
One Source Office Products LLC	OE-36226-1	12/01/2022	SUPPLIES	108.95
Krebs Law LLC	INV0018550	12/01/2022	Judicial Service City Prosecutor -...	2,758.50
Krebs Law LLC	INV0018550	12/01/2022	Judicial Service City Prosecutor -...	1,195.00
Paul W. Patterson II P.C.	INV0018554	12/01/2022	Judicial Services - Municipal Jud...	7,000.00
Department 17 - Municipal Court Total:				19,361.77
Department: 22 - Information Technology				
A T & T	INV0018477	11/17/2022	205 333-3090 001 0541	431.91
A T & T	INV0018478	11/17/2022	205 333-6040 001 0548	71.85
Comcast Cable	INV0018483	11/17/2022	3500 McFarland Blvd Side 2 83...	56.79
A T & T	7660483709	12/01/2022	831-000-9479 622	594.52
A T & T	7660483709	12/01/2022	831-000-9479 622	1,783.56
Comcast Cable	INV0018543	12/01/2022	3721 26th Ave 8396 90 014 020...	116.48
Comcast Cable	INV0018546	12/01/2022	1781 Harper Rd 8396 90 014 01...	356.41
Comcast Cable	INV0018545	12/01/2022	1101 Martin Luther King Blvd 8...	151.32
Comcast Cable	INV0018544	12/01/2022	3500 McFarland Blvd 8396 90 0...	94.57
Carahsoft Technology Corporati...	IN1281312R	12/01/2022	CONSENT 10/24/22 8C8 License...	19,620.47
Comcast Cable	INV0018541	12/01/2022	3500 McFarland Blvd OFC, 8396...	558.79
Verizon	9920909902	12/01/2022	942073882-00001	80.02
North Alabama Cooperative Pur...	INV0018573	12/01/2022	IT 22-23 Annual Contract Rene...	1,719.81
Comcast Cable	INV0018549	12/01/2022	3721 26th Ave OFC 8396 90 014...	338.65
VC3 INC.	91970	12/01/2022	IT - Monthly Backup for Compu...	2,240.00
Comcast Cable	INV0018547	12/01/2022	5410 Highway 69N 8396 90 014...	408.56
Comcast Cable	INV0018548	12/01/2022	5410 Highway 69N 8396 90 014...	243.85
Amazon Capital Services	1YWR-X1NF-LJN6	12/01/2022	IT - M479FDW HP LaserJet Pro A...	751.58
Verizon	INV0018577	12/01/2022	Inseego MiFi X Pro 5G UW Mobi...	209.99
Peerless Network	10893	12/01/2022	CITYOFNO8441	2,459.46
Peerless Network	10997	12/01/2022	CITYOFNO4051	429.43
Department 22 - Information Technology Total:				32,718.02
Department: 25 - Finance				
Rivertree Systems Inc.	Nport233	11/17/2022	City of Northport Audit Country...	112.50
Business Supply & Printing	4421	12/01/2022	FIN - Window Envelopes & 1099...	189.20
Verizon	9920909902	12/01/2022	942073882-00001	235.52
Department 25 - Finance Total:				537.22
Department: 26 - Human Resources				
Cobbs Allen & Hall Inc.	49406	11/17/2022	Monthly Fee November 2022	1,250.00
DCH Occupational Medicine	00015241-00	11/17/2022	New Hire/Random/Post Accide...	106.00
Jeff Redding	INV0018487	11/17/2022	Jeff Redding Reimbursement - F...	17.56
Verizon	9920909902	12/01/2022	942073882-00001	91.36
Department 26 - Human Resources Total:				1,464.92
Department: 28 - Planning & Inspections				
R-N-T Lawn and Trimming Servi...	565705	12/01/2022	R-N-T Debris Removal Invoices	130.00
R-N-T Lawn and Trimming Servi...	565706	12/01/2022	R-N-T Debris Removal Invoices	390.00
R-N-T Lawn and Trimming Servi...	565707	12/01/2022	R-N-T Debris Removal Invoices	130.00
Northport Gazette The	INV0018519	11/17/2022	Adv of Ordinance 2155	77.35
Northport Gazette The	INV0018520	11/17/2022	Public Notice for ZBA 11/17	82.25
Amazon Capital Services	1R4K-M31X-XHCN	11/17/2022	Meredith's Ipad Case	35.99
Northport Gazette The	INV0018532	11/17/2022	Legal Ad for Rezoning R-22-10	145.25
Northport Gazette The	INV0018535	11/17/2022	Adv of Ordnances 2165	367.15
Northport Gazette The	INV0018535	11/17/2022	Adv of Ordnances 2164	230.30

Expense Approval Report

Payment Dates: 11/17/2022 - 12/7/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Northport Gazette The	INV0018535	11/17/2022	Adv of Ord 2163	236.25
Northport Gazette The	INV0018536	11/17/2022	Adv of Ordinance 2166	124.25
Verizon	9920909902	12/01/2022	942073882-00001	222.73
Amazon Capital Services	169C-JT1F-1KQ9	12/01/2022	Amazon	46.79
Amazon Capital Services	169C-JT1F-1KQ9	12/01/2022	Amazon	203.77
Amazon Capital Services	1CY1-9VXT-JD1P	12/01/2022	Code Enforcement Printer Ink	254.89
Amazon Capital Services	1NTL-97GF-PNYM	12/01/2022	Amazon	24.17
Julie Ramm	INV0018571	12/01/2022	Reimbursement Julie Ramm 9c1...	545.00
Department 28 - Planning & Inspections Total:				3,246.14
Department: 32 - Engineering				
Thompson Engineering Inc	221002709	11/17/2022	Thompson Engineering - Invoice...	3,663.00
Kimley-Horn and Associates Inc.	014152003-1022	12/01/2022	Two-Mile Creek Drainage Study	6,245.00
Kimley-Horn and Associates Inc.	014152004-1022	12/01/2022	ADA Transition Plan - Kimley-Ho...	3,015.00
Kimley-Horn and Associates Inc.	014152005-1022	12/01/2022	Hydraulic Analysis of Mill Creek...	21,160.00
Thompson Engineering Inc	221002445	11/17/2022	Thompson Engineering - Invoice...	973.00
Alabama Power Company	INV0018481	11/17/2022	312 Main Ave St Light Controller..	120.25
Alabama Power Company	INV0018530	11/17/2022	SB23192-17002	791.94
Alabama Power Company	INV0018530	11/17/2022	SB23192-17002	28,653.16
Amazon Capital Services	1XJX-D97X-1317	11/17/2022	Amazon	128.69
Verizon	9920909902	12/01/2022	942073882-00001	364.71
Cassady Company Inc The	Proj 22-121 Inv 3	12/01/2022	The Cassady Company - 2022 St...	4,344.78
Department 32 - Engineering Total:				69,459.53
Department: 33 - Police				
Nichols Motorsports	INV0018488	11/17/2022	PD #423 - headlight	315.00
T-Mobile US Inc.	9510380222	12/01/2022	GPS Locate	100.00
Dwayne's Towing & Recovery	39256	11/17/2022	Tow Bill	131.00
Triple Point Industries	44751	11/17/2022	BLANKET - PD monthly contract ...	102.60
Xerox Corporation	017440962	11/17/2022	Xerox Invoice 017440962	423.25
Xerox Corporation	017440965	11/17/2022	Xerox Invoice 017440965	364.25
O'Reilly Auto Parts	1063-416392	11/17/2022	PD Hummer - CV boots	95.12
NAPA Auto Parts	12861	11/17/2022	Brake Pads	67.83
Northport Auto Supply Co. Inc.	100703201	11/17/2022	PD - black paint for Hummer	18.02
NAPA Auto Parts	0130195	11/17/2022	Credit Orig Inv 12861	-67.83
Northport Auto Supply Co. Inc.	100702956	11/17/2022	PD - pitman arm for the Hummer	175.00
DCH Occupational Medicine	00015241-00	11/17/2022	New Hire/Random/Post Accide...	305.00
Tuscaloosa Tire & Service Center	N280274	11/17/2022	PD - stock tires	279.32
Transportation South Inc.	80170P	11/17/2022	PD - stock brakes for Tahoes	2,338.00
Northport Auto Supply Co. Inc.	100704522	11/17/2022	PD #9755 - brakes	310.70
Northport Auto Supply Co. Inc.	100704532	11/17/2022	PD #457 - link pins	28.16
Sign Pro of Tuscaloosa LLC	103638	11/17/2022	Graphics Unit 438	887.09
Galls LLC	022642522	12/01/2022	Connell name tag	25.32
Northport Auto Supply Co. Inc.	100704936	12/01/2022	PD - batteries for hummer	392.32
Municipal & Commercial Unifo...	395479	11/17/2022	O'Neil, Jones, Connell Uniforms	127.00
Municipal & Commercial Unifo...	395480	11/17/2022	Invoice 395480	444.35
Municipal & Commercial Unifo...	395481	11/17/2022	Invoice 395481 - West	390.85
Municipal & Commercial Unifo...	395482	11/17/2022	Invoice 395482 - Moss	152.40
Sam's Club - Commercial Credit	INV0018486	11/17/2022	Meeting supply items	94.31
Alabama Power Company	INV0018530	11/17/2022	SB23192-17002	333.34
Alabama Power Company	INV0018530	11/17/2022	SB23192-17002	6,004.34
Alabama Power Company	INV0018530	11/17/2022	SB23192-17002	2,077.36
Burnum-Hahn Exterminators Inc.	INV0018482	11/17/2022	Monthly Pest Control	175.00
Amazon Capital Services	1HHQ-N6GQ-XW1H	11/17/2022	Work shirts for AC2	33.78
Amazon Capital Services	1HHQ-N6GQ-XW1H	11/17/2022	Work shirts for AC2	19.90
Sign Pro of Tuscaloosa LLC	103655	12/01/2022	Unit 437 Graphics	887.09
Public Agency Training Council	265181	11/17/2022	Search Warrant Major Case Inv...	1,050.00
Moore Petroleum Co. Inc.	2231901	12/01/2022	01-000101	9,578.36
Triple Point Industries	45644	11/17/2022	BLANKET - PD monthly contract ...	102.60
FedEx	7-946-71650	11/17/2022	FedEx Invoice 7-946-71650	15.53
Northport Auto Supply Co. Inc.	100704853	12/01/2022	PD Chief Tahoe - hood deflector	90.09
Northport Auto Supply Co. Inc.	100706036	12/01/2022	PD #444 - AC compressor	270.24

Expense Approval Report

Payment Dates: 11/17/2022 - 12/7/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Public Agency Training Council	265223	12/01/2022	Search Warrant Case Investigati...	350.00
Mobile Communications Ameri...	651001934-1	12/01/2022	Radio Installation 39925	586.40
Northport Auto Supply Co. Inc.	100706929	12/01/2022	PD #463 - throttle body	146.82
Tuscaloosa County Commission	169	12/01/2022	Decedent Transport	520.00
Verizon	9920909902	12/01/2022	942073882-00001	1,668.83
Spire	INV0018565	12/01/2022	3000 Charlie Shirley Rd 211404...	33.90
GFL Environmental Inc.	UI0000017724	12/01/2022	UI-1703	327.46
Sign Pro of Tuscaloosa LLC	103674	12/01/2022	Unit 432 Graphics	887.09
NAPA Auto Parts	013678	12/01/2022	PD #429 - brakes	169.81
Amazon Capital Services	1PMG-YNKF-44FW	12/01/2022	Office Supplies	132.57
Northport Auto Supply Co. Inc.	100708175	12/01/2022	PD #6209 - throttle body	136.07
Weathertech Distributing Comp...	8068537-00	12/01/2022	PD - heater repair	58.93
Amazon Capital Services	1CJF-DH3R-MFWF	12/01/2022	Office Supplies	159.23
APCO International Inc	00079210	12/01/2022	PST1 7th Edition	281.22
Gulf States Distributors Inc.	1432757-IN	12/01/2022	Connel, West, Hollis Vest	1,917.00
Gulf States Distributors Inc.	1432757-IN	12/01/2022	Connel, West, Hollis Vest Outer...	645.00
Gulf States Distributors Inc.	1432757-IN	12/01/2022	Connel, West, Hollis spray pouch	34.50
Gulf States Distributors Inc.	1432757-IN	12/01/2022	Connel, West, Hollis cuff pouch	42.00
Northport Auto Supply Co. Inc.	100708653	12/01/2022	PD #451 - engine mount & head ..	73.23
State of Alabama	INV0018567	12/01/2022	Tower Lease - December 2022	500.00
Gerald Burton	INV0018569	12/01/2022	AGENDA: Meal Reimbursement	138.62
Mishell Dobbins	INV0018572	12/01/2022	AGENDA: Meal Reimbursement...	79.44
Mishell Dobbins	INV0018572	12/01/2022	AGENDA: Meal Reimbursement...	65.97
Department 33 - Police Total:				37,090.78

Department: 35 - Fire

Central Alabama Training Soluti...	4452	12/01/2022	Turnout Gear	2,515.00
Northport Auto Supply Co. Inc.	100701474	11/17/2022	FD #4 - generator battery	123.31
DCH Regional Medical Center	INV0018485	11/17/2022	Drug Box Refill	129.49
DCH Regional Medical Center	INV0018485	11/17/2022	Drug Box Refill	129.50
Spire	INV0018526	11/17/2022	5410 Highway 69N 8439444444	335.14
WestMed Disposal Inc.	m3498	11/17/2022	Disposal of Regulated Medical ...	150.00
Northport Electrical Supply Inc.	V1011666	11/17/2022	FD #3 - outside lights	135.63
Northport Electrical Supply Inc.	V1011709	11/17/2022	FD # 4 - replace bedroom and h...	121.63
Lowe's Home Centers Inc.	02891	11/17/2022	FD #2 - truck power	19.46
Alabama Association of Fire Chi...	428	11/17/2022	Membership Renewal	325.00
Tuscaloosa County Park & Recr...	7366	11/17/2022	Christmas parade entry	25.00
Ricks Service Co LLC	221103-FS4-KC	11/17/2022	FD #4 - generator repair	325.00
Northport Electrical Supply Inc.	V1012329	11/17/2022	FD #4 - light repair in kitchen	17.04
Appliance Parts Inc.	716526	11/17/2022	FD #1 - dryer knob	18.95
Northwest Supply Co. Inc.	927831	12/01/2022	FD #4 - kitchen sink repair	41.61
Alabama Power Company	INV0018530	11/17/2022	SB23192-17002	3,440.62
Burnum-Hahn Exterminators Inc.	798511	11/17/2022	3900 Mitt Larry Rd	45.00
Burnum-Hahn Exterminators Inc.	INV0018482	11/17/2022	Monthly Pest Control	150.00
Moore Petroleum Co. Inc.	2231901	12/01/2022	01-000101	1,939.43
Weathertech Distributing Comp...	8068417-00	11/17/2022	FD #4 - Bay heater repair - ignit...	139.82
Burnum-Hahn Exterminators Inc.	INV0018490	11/17/2022	Monthly Pest Control	75.00
Lowe's Home Centers Inc.	INV0018491	11/17/2022	Turkey Fry Demo Supplies	177.24
Northport Auto Supply Co. Inc.	100706736	12/01/2022	FD Engine #4 - air brake fittings	87.05
Northport Auto Supply Co. Inc.	100706854	12/01/2022	FD #4 - air tank fittings	14.01
O'Reilly Auto Parts	1063-418209	12/01/2022	Oil Dry - St. 1	29.97
Lowe's Home Centers Inc.	16799	11/17/2022	Dishwasher - St. 4	398.05
Amazon Capital Services	1HCM-3HP7-DNVL	11/17/2022	Christmas Tree and Tree Skirt - ...	137.70
Global Fire Sprinklers LLC	22285	12/01/2022	BLANKET- Insp, Recharge, Valve...	66.00
Sunbelt Fire Inc.	337533	11/17/2022	FD Engine #3 - turn signal switch	554.65
Amazon Capital Services	16V9-JMNG-4C73	11/17/2022	Masterlock - St. 3	33.56
McLeod Truck Parts Inc.	1875965	12/01/2022	FD Engine #4 - air check valve	37.67
Mayer Electric Supply Company ..	30890316	12/01/2022	FD #2 - repair to engine bay	49.18
Ander's Hardware Co. Inc.	N1183867	12/01/2022	FD #3 - bay door bolts broken of..	15.34
Spire	INV0018562	12/01/2022	12301 Mitt Lary Rd 7863555555...	259.99
Northport Auto Supply Co. Inc.	100707675	12/01/2022	Brakes	242.25

Expense Approval Report

Payment Dates: 11/17/2022 - 12/7/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Northport Auto Supply Co. Inc.	100707900	12/01/2022	FD Car #0873 - coil	58.13
Northport Auto Supply Co. Inc.	100707936	12/01/2022	orig inv 100707675	-242.25
NAFECO	1177154	12/01/2022	Tactical Duty Boots - M. Jimenez	90.27
McFarland Ace Hardware	3106/2	12/01/2022	Gas Grill - St. 4	549.00
Alabama Fire College	7115	12/01/2022	Fire Officer II - K. Posey	265.00
Frazer Ltd.	87415	12/01/2022	FD R4 - charger	985.96
One Source Office Products LLC	OE-QT-5270-1	12/01/2022	St. 1	185.35
One Source Office Products LLC	OE-QT-5270-1	12/01/2022	St. 2	454.22
One Source Office Products LLC	OE-QT-5270-1	12/01/2022	St. 3	166.07
One Source Office Products LLC	OE-QT-5270-1	12/01/2022	St. 4	101.44
Department 35 - Fire Total:				14,917.48

Department: 37 - Public Works

Video Industrial Services Inc.	024325-14	11/17/2022	Bridge Ave Storm Drain Basin R...	2,360.00
The Vacuum Clinic Inc.	108635	11/17/2022	PW - vacuum bags	24.99
Veseris	IN-0648516	11/17/2022	PW - mosquito spray	715.00
Coblentz Equipment & Parts Co...	91002	11/17/2022	PW Boom Tractor #5062 - brake...	105.57
Winfield Tool & Equipment Ren...	CM80630-2	10/20/2022	Credit Orig Inv 80630-2 PO 22-...	-200.00
Atlas Welding Supply Co. Inc.	539093	11/17/2022	BLANKET - monthly nitrogen for...	11.95
Winfield Tool & Equipment Ren...	80898-2	10/20/2022	Asphalt Roller	175.00
Civil Worx Construction LLC	2918	12/01/2022	Construction - 57 stone restock	2,441.55
Civil Worx Construction LLC	2919	12/01/2022	Construction - restock 825B sto...	2,112.97
Bama Concrete Products Co. Inc.	375929	11/17/2022	BLANKET - Concrete	300.00
Paint Spot	N0288520	11/17/2022	Traffic - paint roller cover and ...	47.97
Global HR Research LLC	13366329	11/17/2022	New Hire Background Checks	58.28
Advance Business Machines	378799	11/17/2022	PW - copier fees	60.00
Atlas Welding Supply Co. Inc.	542891	11/17/2022	BLANKET - monthly nitrogen for...	12.31
Amazon Capital Services	1WQ7-HV3G-QMKD	11/17/2022	PW - iphone screen protector a...	43.16
Northport Electrical Supply Inc.	V1011807	11/17/2022	Levee Lights - repairs	530.47
O'Reilly Auto Parts	1063-416560	11/17/2022	Recycling Trailer Bins - trim gaa...	21.98
Amazon Capital Services	13TD-KVPY-LNRL	11/17/2022	Christmas Train - inverter adapt...	92.97
Heritage-Crystal Clean LLC	17690615	11/17/2022	PW Shop - waste oil disposal	100.00
Northport Auto Supply Co. Inc.	100703390	11/17/2022	PW Truck #4270 - water pump ...	30.57
Northport Auto Supply Co. Inc.	100703617	11/17/2022	PW Truck #4270 - coolant hose	144.52
Amazon Capital Services	1FW1-MFK9-KXTK	11/17/2022	Open House - snow machine flu...	299.89
McNeilus Truck & Manufacturin...	5673773	11/17/2022	PW GTs #4188 & #4189 - springs..	253.73
Foley Products Company	962598	11/17/2022	AGENDA - 8c13 Restock Pipe In...	6,651.07
Batteries Plus #239	P56596781	11/17/2022	Shirley House - alarm system ba...	19.95
DCH Occupational Medicine	00015241-00	11/17/2022	New Hire/Random/Post Accide...	493.00
Tuscaloosa Tire & Service Center	N280273	11/17/2022	PW - stock tires for recycling trai..	890.65
Tuscaloosa Tire & Service Center	N280275	11/17/2022	Recycling Truck #1390 - stock ti...	308.62
Amazon Capital Services	1J41-4TQJ-CKTW	11/17/2022	Christmas Open House - resin a...	174.89
Transportation South Inc.	80245P	11/17/2022	PW GT #4189 - axel studs	61.90
Paint Spot	N0288786	11/17/2022	PW - paint for train	49.96
Lowe's Home Centers Inc.	01368B	11/17/2022	Shirley House - lock, screws and...	46.76
Northport Auto Supply Co. Inc.	100703419	11/17/2022	PW - stock headlight bulbs for fl...	85.15
Northport Auto Supply Co. Inc.	100704577	11/17/2022	PW GT #4189 - lock nuts	10.32
Cintas	4136688429	11/17/2022	Payer # 14385499	625.40
Alabama Power Company	INV0018480	11/17/2022	1761 Harper Rd 47753-93045	65.13
Ander's Hardware Co. Inc.	N1182879	11/17/2022	PW - ties for downtown Vetera...	21.98
Lowe's Home Centers Inc.	01829B	11/17/2022	Shirley House - front door repair	29.32
Fred Robertson Wrecker Service..	B35879-1	12/01/2022	PW GT #6377 - tow bill	225.00
Tractor Supply	INV0018489	11/17/2022	Recycling Trailers - CD-HD pull 7...	34.95
Paint Spot	N0288873	11/17/2022	Shirley House - front door paint...	13.96
Paint Spot	N0288887	11/17/2022	Shirley House - paint for front d...	41.99
Ander's Hardware Co. Inc.	N1183092	11/17/2022	PW - ties for downtown Vetera...	29.67
Amazon Capital Services	1FHT-FPQQ-QH7F	11/17/2022	Christmas Train - inverter/adap...	263.48
Alabama Power Company	INV0018530	11/17/2022	SB23192-17002	3,833.47
Alabama Power Company	INV0018530	11/17/2022	SB23192-17002	2,029.43
One Source Office Products LLC	WO-6881-1	11/17/2022	glad plug ins	243.76
One Source Office Products LLC	WO-6881-1	11/17/2022	bath tissue	167.67

Expense Approval Report

Payment Dates: 11/17/2022 - 12/7/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
One Source Office Products LLC	WO-6881-1	11/17/2022	clorox spray	510.60
One Source Office Products LLC	WO-6881-1	11/17/2022	hand soap	183.92
Amazon Capital Services	1GQ6-J6TC-RGM1	11/17/2022	Christmas Train - 12 V batteries	239.98
Lowe's Home Centers Inc.	02392	11/17/2022	BLANKET - community events	59.12
Lowe's Home Centers Inc.	02440	11/17/2022	BLANKET - community events	119.50
Southern Pipe & Supply	7238695-00	11/17/2022	quickrete cement	382.20
Southern Pipe & Supply	7238695-00	11/17/2022	8 x 111.5 straw blanket net	185.00
Ander's Hardware Co. Inc.	N1183421	11/17/2022	City Hall Christmas - white gorill...	22.76
Lowe's Home Centers Inc.	01671	11/17/2022	BLANKET - community events	58.80
Amazon Capital Services	1WG1-F97X-3QMC	11/17/2022	Open House - LED flame speaker	69.98
Moore Petroleum Co. Inc.	2231901	12/01/2022	01-000101	9,627.22
Cintas	4137407973	11/17/2022	Payer # 14353601	25.00
Cintas	4137415426	11/17/2022	Payer # 14385499	625.40
Burnum-Hahn Exterminators Inc.	INV0018490	11/17/2022	Monthly Pest Control	75.00
Southland International Trucks ...	INV0018574	12/01/2022	PW GT #6377 - clean exhaust fil...	2,300.90
Ander's Hardware Co. Inc.	N1183519	11/17/2022	City Hall Tree - countdown timer	57.99
Ander's Hardware Co. Inc.	N1183527	11/17/2022	Credit Countdown Timer	-35.00
Ander's Hardware Co. Inc.	N1183663	12/01/2022	City Hall - christmas lights suppl...	52.82
Lowe's Home Centers Inc.	01822	11/17/2022	BLANKET - community events	46.93
Lowe's Home Centers Inc.	01985	11/17/2022	BLANKET - community events	29.38
Northport Auto Supply Co. Inc.	100706657	12/01/2022	Boom Tractor #50622 - strobe li...	169.42
Alabama Central Glass Inc	45002	11/17/2022	Shirley House - glass to replace ...	55.00
Ilex Farms Nursery Inc.	7791	12/01/2022	Shirley House - boxwoods	483.00
Lowe's Home Centers Inc.	INV0018523	11/17/2022	Shirley House - new doors and s...	2,022.10
Roger Dale Oglesby	22-123	12/01/2022	Heritage Museum - overruns du...	425.87
Paint Spot	N0289090	12/01/2022	Christmas Open House - paint f...	53.94
Ander's Hardware Co. Inc.	N1183858	12/01/2022	City Hall - christmas lights suppl...	38.77
Northport Electrical Supply Inc.	V1012931	12/01/2022	PW Shop - 6 ft 3 wire dryer cord...	7.73
Video Industrial Services Inc.	46149	12/01/2022	Construction - manhole inspect...	1,120.00
Verizon	9920909902	12/01/2022	942073882-00001	142.71
Spire	INV0018556	12/01/2022	1781 Harper Rd 7173423333	1,755.45
Spire	INV0018563	12/01/2022	7645 Highway 69N 0429460782	15.62
Lowe's Home Centers Inc.	01367B	12/01/2022	BLANKET - community events	33.11
Lowe's Home Centers Inc.	02183	12/01/2022	BLANKET - community events	47.14
Cintas	4138032337	12/01/2022	Payer # 14353601	25.00
Ander's Hardware Co. Inc.	N1184128	12/01/2022	City Hall Christmas Lights - timer..	34.58
Ander's Hardware Co. Inc.	N1184132	12/01/2022	City Hall Christmas Lights - timer..	29.99
Ander's Hardware Co. Inc.	N1184169	12/01/2022	PW - zip ties for Shirley House C...	8.77
Paint Spot	T0342673b	12/01/2022	Paint for Shirley House Tree	69.90
Lowe's Home Centers Inc.	01564	12/01/2022	BLANKET - community events	18.29
Cintas	4138203221	12/01/2022	Payer # 14385499	625.40
Coker Water Authority	INV0018540	12/01/2022	101617	105.86
Ander's Hardware Co. Inc.	N1184251	12/01/2022	Downtown Signs - couplings	13.40
Lowe's Home Centers Inc.	02437	12/01/2022	mortar hoe	113.92
Lowe's Home Centers Inc.	02437	12/01/2022	transfer shovel	125.32
Southland International Trucks ...	03C1337819	12/01/2022	PW KBoom #6115 - filter	790.35
Lowe's Home Centers Inc.	01689B	12/01/2022	BLANKET - community events	180.06
Lowe's Home Centers Inc.	01916	12/01/2022	BLANKET - community events	43.91
Lowe's Home Centers Inc.	01955	12/01/2022	BLANKET - community events	129.90
Ander's Hardware Co. Inc.	N1184653	12/01/2022	Shirley House - christmas tree p...	18.77
Lowe's Home Centers Inc.	01172b	12/01/2022	BLANKET - community events	46.97
Lowe's Home Centers Inc.	01300b	12/01/2022	BLANKET - community events	67.38
Cintas	4138796435	12/01/2022	Payer # 14353601	26.16
One Source Office Products LLC	IN-QT-5252	12/01/2022	liner 38 x 58 blk	1,480.00
One Source Office Products LLC	IN-QT-5252	12/01/2022	rags 25 lb box	53.74
Verizon	INV0018578	12/01/2022	screen protector	12.49
Verizon	INV0018578	12/01/2022	otterbox	44.99
Lowe's Home Centers Inc.	01581b	12/01/2022	BLANKET - community events	7.52
Lowe's Home Centers Inc.	02162	12/01/2022	BLANKET - community events	16.52

Expense Approval Report

Payment Dates: 11/17/2022 - 12/7/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Cintas	4139004026	12/01/2022	Payer # 14385499	657.56
Department 37 - Public Works Total:				51,914.47
Department: 39 - Utilities				
Consolidated Pipe & Supply Co...	9421879-001	12/01/2022	2" Netpune Meters	3,225.00
Civil Worx Construction LLC	2903	12/01/2022	825B Crusher Run	2,101.25
Quality Office Machines	279697	12/01/2022	Yearly Maintenance Agreement ..	600.00
Winfield Tool & Equipment Ren...	80962-2	11/17/2022	Blanket - Equipment Rentals	192.50
Pace Analytical LLC	2235512233	11/17/2022	Council Approved - BLANKET - T...	81.45
Wells Fargo Vendor Financial Se...	5022411917A	11/17/2022	Blanket - Billing Office Copier Le...	92.77
Wells Fargo Vendor Financial Se...	5022411917B	11/17/2022	Blanket - Billing Office Copier Le...	101.28
Cassady Company Inc The	Proj 19-105 Inv 10	11/17/2022	Council Approved - PS #3 Drain...	2,730.00
Cassady Company Inc The	Proj 20-121 Invoice 9	11/17/2022	Council Approved - Water & Se...	16,772.29
Cassady Company Inc The	Proj 21-139 Inv 3	11/17/2022	Council Approved - Eng. Services...	9,300.00
Harcros Chemicals	330134282	11/17/2022	Council Approved - Chlorine for...	5,700.00
Cassady Company Inc The	Proj 20-135 Inv 16	11/17/2022	Council Approved - Hwy 82 PS &...	607.50
Alabama 811	1022172	11/17/2022	Blanket - Monthly Locate Fees	368.01
Denali Water Solutions LLC	INV363725	11/17/2022	Council Approved - Sludge Rem...	9,122.55
Hach	13318415	11/17/2022	Lab Supplies for WTP	1,242.08
Univar Inc.	50686389	11/17/2022	Council Approved - Alum for W...	8,981.91
Grainger Inc.	9501613708	12/01/2022	Reflective Tape for Striping Hyd...	80.92
Grainger Inc.	9501613708	12/01/2022	Reflective Tape for Striping Hyd...	77.15
Grainger Inc.	9501613708B	12/01/2022	Shipping for Reflective Tape for ...	12.25
Krebs Engineering Inc.	Proj 21010 Inv 7	12/01/2022	Council Approved - WWTP Efflu...	1,242.50
Krebs Engineering Inc.	Proj 21050 Inv 2	12/01/2022	Council Approved - WWTP Slud...	10,600.00
Krebs Engineering Inc.	Proj 22033 Inv 2	12/01/2022	Council Approved - Prof Eng Ser...	2,205.00
A T & T	INV0018479	11/17/2022	205 333-3185 276 0548	209.75
Dominion Construction Co. Inc.	Proj STPOA-0006(564) Invoice 6	11/17/2022	Council Approved - Water & Se...	85,233.16
Cintas	4136687587	11/17/2022	Payer # 14385564	94.60
Cintas	4136687758	11/17/2022	Payer # 14385434	397.16
KDL Sales Inc.	5050	11/17/2022	Polo's for Billing Office and Adm...	563.00
Alabama Power Company	INV0018480	11/17/2022	1761 Harper Rd 47753-93045	65.13
Lowe's Home Centers Inc.	10184	11/17/2022	Blanket - Misc. Supplies for WTP	62.57
Mission Communications LLC	1070478	12/01/2022	Annual Service for Raw Water P...	2,289.60
Amazon Capital Services	1KD1-QDJ1-R6C4	11/17/2022	Cartridges for Label Maker at W...	43.96
Cintas	4136964790	12/01/2022	Payer # 14385521	143.95
Alabama Power Company	INV0018530	11/17/2022	SB23192-17002	67,927.64
Ferguson Enterprises LLC	1459285-1	11/17/2022	3/4" Comp x Comp Curbstops	963.20
Amazon Capital Services	1JD3-WMRV-RPFD	11/17/2022	Otterbox and Screen Protector	59.83
A T & T	7660483709	12/01/2022	831-000-9479 622	1,783.56
Burnum-Hahn Exterminators Inc.	INV0018482	11/17/2022	Monthly Pest Control	115.00
Pace Analytical LLC	2235516915	11/17/2022	Council Approved - BLANKET - T...	299.74
Pace Analytical LLC	2235516952	11/17/2022	Council Approved - BLANKET - T...	81.45
Civil Worx Construction LLC	2956	12/01/2022	825B Crusher Run	2,078.90
Moore Petroleum Co. Inc.	2231901b	12/01/2022	1-000100	3,784.36
Cintas	4137413939	11/17/2022	Payer # 14385564	71.39
Cintas	4137414213	11/17/2022	Payer # 14385434	285.02
Kyocera Document Solutions Al...	55C1429832	12/01/2022	Copier Maintenance for Billing ...	65.00
Verizon	9920666179	12/01/2022	642325112-00001	144.57
Burnum-Hahn Exterminators Inc.	INV0018490	11/17/2022	Monthly Pest Control	50.00
Tuskaloosa Lawn Equipment LLC	210002	12/01/2022	Water Pipe Saw #855 Pull Cord ...	83.06
Motion Industries Inc.	AL06-00639276	11/17/2022	Filter Effluent Actuator for WTP	514.03
Spire	INV0018555	12/01/2022	Northwood Garden Dr 8729513...	20.61
Lowe's Home Centers Inc.	12018	12/01/2022	Blanket - Misc. Supplies for WTP	39.32
Ferguson Enterprises LLC	1453907	12/01/2022	1" Corp Stops	299.40
Ferguson Enterprises LLC	1462275	12/01/2022	3/4" T Nuts	319.50
Sunshine Filters of Pinellas Inc.	147128	12/01/2022	Grit Blower Filters for WWTP	91.36
Sunshine Filters of Pinellas Inc.	147128	12/01/2022	Aeration Blower Filters for WW...	516.66
Cintas	4137710237	12/01/2022	Payer # 14385521	171.47
Northwest Supply Co. Inc.	928428	12/01/2022	Plumbing Supplies for Flouride ...	84.24
Lowe's Home Centers Inc.	10994	12/01/2022	Blanket - Misc. Supplies for WTP	28.49

Expense Approval Report

Payment Dates: 11/17/2022 - 12/7/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Hach	13348667	12/01/2022	Blanket - Lab Supplies for WTP	2,635.51
USA BlueBook	182138	12/01/2022	Phase Monitor 460vac	261.90
USA BlueBook	182138	12/01/2022	Phase Monitor 230 vac	229.26
USA BlueBook	182236	12/01/2022	Y Strainer and Mesh Screen for ...	188.70
USA BlueBook	182247	12/01/2022	Gloves for WWTP	659.35
Ricks Service Co LLC	221104-WWP-KC	12/01/2022	Battery Replacement for 400kw...	1,029.50
Video Industrial Services Inc.	46150	12/01/2022	AGENDA (11/7/22) - Video Sew...	7,490.00
Verizon	9920909902	12/01/2022	942073882-00001	262.74
Comcast Cable	INV0018542	12/01/2022	3521 3rd St S 8396 90 014 0210...	428.36
Spire	INV0018564	12/01/2022	1000 Harpercreek Dr 36982233...	17.28
Hach	13349721	12/01/2022	Blanket - Lab Supplies for WTP	499.90
Lowe's Home Centers Inc.	02178	12/01/2022	Blanket - Misc. Maintenance & ...	72.43
Hach	13352026	12/01/2022	Blanket - Lab Supplies for WTP	819.75
Ferguson Enterprises LLC	1459286-1	12/01/2022	3/4" x 1/16" Meter Washers	12.00
Ferguson Enterprises LLC	1462272	12/01/2022	16" MJ Megalugs	552.00
Empire Pipe and Supply Compa...	2097719	12/01/2022	Council Approved - 5/8" Radio ...	9,786.00
Southern Pipe & Supply	7273611-00	12/01/2022	18" Diamond Tip Concrete Blade	233.00
Southern Pipe & Supply	7397266-00	12/01/2022	3/4" Backflow Preventors	1,685.40
Comcast Cable	INV0018579	12/01/2022	3950 3rd St S, 8396 90 014 018...	275.87
Lowe's Home Centers Inc.	015558	12/01/2022	Blanket - Misc. Supplies for Distr..	240.26
USA BlueBook	184581	12/01/2022	Lab Supplies WWTP	901.80
USA BlueBook	184581	12/01/2022	Gloves for WWTP	823.80
Pace Analytical LLC	2235518130	12/01/2022	Council Approved - BLANKET - T...	282.36
Cintas	4138202114	12/01/2022	Payer # 14385564	67.91
Cintas	4138202454	12/01/2022	Payer # 14385434	281.52
Brenntag MidSouth Inc.	BMS290260	12/01/2022	Council Approved - Sodium Hyp...	11,307.50
USA BlueBook	186166	12/01/2022	Lab Supplies WWTP	57.05
Cintas	4138387331	12/01/2022	Payer # 14385521	140.72
Pace Analytical LLC	2220392039	12/01/2022	AGENDA - BLANKET - Testing fo...	2,976.40
Pace Analytical LLC	2235518708	12/01/2022	Council Approved - BLANKET - T...	282.36
Turner Plumbing Inc.	30244	12/01/2022	Surface Wash Backflow Prevent...	250.00
Ander's Hardware Co. Inc.	N1184781	12/01/2022	BLANKET - Misc. Supplies for W...	5.58
Lowe's Home Centers Inc.	01482b	12/01/2022	Blanket - Misc. Supplies for Distr..	24.00
Cintas	4139003233	12/01/2022	Payer # 14385564	59.99
Cintas	4139003417	12/01/2022	Payer # 14385434	306.60
Department 39 - Utilities Total:				289,563.89
Department: 40 - Williamson Cemetery				
Alabama Power Company	INV0018530	11/17/2022	SB23192-17002	35.81
Department 40 - Williamson Cemetery Total:				35.81
Department: 41 - Outside Agency Funding				
Tuscaloosa Metro Animal Shelter	INV0018568	12/01/2022	Animal Control Contract - Dece...	16,828.25
Department 41 - Outside Agency Funding Total:				16,828.25
Department: 43 - Incentives				
North Square Properties, LLC	INV0018524	11/17/2022	Economic Incentive Payment	8,185.89
Department 43 - Incentives Total:				8,185.89
Department: 45 - 2019 Additional Sales Tax				
Tuscaloosa Appraisal Service Inc.	NL18797	12/01/2022	appraisal	2,000.00
TTL Inc.	2119400	12/01/2022	Rose Blvd. Property Recreational...	9,629.25
Southeast Appraisals Inc.	22339	12/01/2022	property appraisal	2,720.00
Department 45 - 2019 Additional Sales Tax Total:				14,349.25
Grand Total:				610,048.75

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	307,028.86
19 - GASOLINE EXCISE TAX FUND	4,636.00
22 - MUNICIPAL COURT JUDICAL ADMIN FUND	8,820.00
50 - WATER & SEWER FUND	289,563.89
Grand Total:	610,048.75

Account Summary

Account Number	Account Name	Payment Amount
01-10065	Cash - GF Reimbursable S...	1,450.00
01-13-101-50245	Development Funds - Distr..	600.00
01-13-102-50245	Development Funds - Distr..	700.00
01-13-104-50245	Development Funds - Distr..	1,000.00
01-13-110-50312	Cell Phones	245.41
01-15-000-50175	Sundry Expense	-87.93
01-15-000-50250	Community Events	629.40
01-15-000-50312	Cell Phones	154.05
01-15-000-50350	Insurance - General Fund	606.00
01-15-000-50357	Janitorial Contracts - City ...	26.39
01-15-000-50359	Fuel & Oil	490.90
01-15-000-50383	Repair - Facilities	180.55
01-15-000-50421	Lodging	716.54
01-15-000-50501	Utilities - Power	7,034.77
01-15-000-50561	Pest Control	75.00
01-15-000-50590	Utilities - Other	1,568.57
01-15-600-80000	Equipment	30,400.00
01-16-000-50105	Office Supplies	109.98
01-16-000-50112	Advertising	678.65
01-16-000-50216	Codification of Ordinances	1,385.00
01-16-000-50247	Outsourced Legal Services	2,280.68
01-16-000-50312	Cell Phones	131.37
01-17-000-50105	Office Supplies	676.22
01-17-000-50312	Cell Phones	64.87
01-17-000-50359	Fuel & Oil	42.18
01-17-000-50373	Judicial Services - Court J...	9,758.50
01-22-000-50106	Office Equipment	751.58
01-22-000-50111	Software - License & Main...	19,620.47
01-22-000-50312	Cell Phones	290.01
01-22-000-50348	Utilities - Internet	8,096.15
01-22-000-50376	Service Contracts	3,959.81
01-25-000-50105	Office Supplies	189.20
01-25-000-50312	Cell Phones	235.52
01-25-000-50433	Taxpayer Business Audit E...	112.50
01-26-000-50210	Professional Services	1,250.00
01-26-000-50312	Cell Phones	91.36
01-26-000-50340	Drug Testing - Random	106.00
01-26-000-50349	Incentives - All Depts.	17.56
01-28-000-50105	Office Supplies	106.95
01-28-000-50112	Advertising - Admin	1,035.30
01-28-000-50283	Uniforms	203.77
01-28-000-50312	Cell Phones	222.73
01-28-000-50420	Travel	545.00
01-28-000-50436	Code Enforcement - Weed..	904.89
01-28-116-50112	Advertising - Planning Co...	145.25
01-28-117-50112	Advertising - ZBA	82.25
01-32-000-50105	Office Supplies	128.69
01-32-000-50312	Cell Phones	364.71
01-32-000-50503	Utilities - Power - Traffic S...	791.94

Account Summary

Account Number	Account Name	Payment Amount
01-32-000-50504	Power - Street Lights	28,773.41
01-32-600-80001	Infrastructure	30,420.00
01-32-600-81006	Corroged Pipe/Sanitary ...	4,344.78
01-33-000-50010	Hiring & Recruitment Exp...	305.00
01-33-000-50102	Postage	15.53
01-33-000-50105	Office Supplies	291.80
01-33-000-50108	Equipment - Computers &...	333.34
01-33-000-50126	Office Equipment - Lease	787.50
01-33-000-50175	Sundry Expense	194.31
01-33-000-50275	Body Armor	1,917.00
01-33-000-50283	Uniforms	1,889.78
01-33-000-50288	Uniform Accessories	25.32
01-33-000-50312	Cell Phones	1,668.83
01-33-000-50355	Communication System - ...	500.00
01-33-000-50359	Fuel & Oil	9,578.36
01-33-000-50361	Maintenance & Repair - P...	58.93
01-33-000-50363	Maintenance Contracts - ...	205.20
01-33-000-50367	Maintenance & Repair - V...	4,653.90
01-33-000-50369	Maintenance & Repair - ...	315.00
01-33-000-50402	Training - Departmental	1,681.22
01-33-000-50420	Travel	79.44
01-33-000-50422	Meals	204.59
01-33-000-50502	Utilities - Power	6,004.34
01-33-000-50515	Decedent Transport	520.00
01-33-000-50562	Pest Control	175.00
01-33-000-50563	Utilities - Power - Commu...	2,077.36
01-33-000-50590	Utilities - Other	361.36
01-33-600-80000	Equipment	3,247.67
01-35-210-50100	Dues	325.00
01-35-210-50211	Professional Medical Servi...	150.00
01-35-210-50231	Fire Prevention & Educati...	202.24
01-35-210-50283	Uniforms	90.27
01-35-210-50297	Turn Out Gear	2,515.00
01-35-210-50359	Fuel & Oil	1,939.43
01-35-210-50402	Training - Departmental	265.00
01-35-210-50410	Maintenance & Repair - E...	759.38
01-35-210-50411	Maintenance & Repair - R...	1,044.09
01-35-210-50500	Utilities - Power	3,440.62
01-35-210-50520	Utilities - Natural Gas	595.13
01-35-210-50560	Pest Control	270.00
01-35-211-50380	Repairs - Station 1	18.95
01-35-211-50434	Janitorial Supplies - Statio...	185.35
01-35-212-50279	Living Quarters Supplies - ...	137.70
01-35-212-50380	Repairs - Station 2	68.64
01-35-212-50434	Janitorial Supplies - Statio...	454.22
01-35-213-50380	Repairs - Station 3	150.97
01-35-213-50434	Janitorial Supplies - Statio...	166.07
01-35-214-50279	Living Quarters Supplies - ...	980.61
01-35-214-50360	Maintenance - Station 4	121.63
01-35-214-50380	Repairs - Station 4	646.78
01-35-214-50434	Janitorial Supplies - Statio...	101.44
01-35-215-50227	Equipment - Engine 1	29.97
01-35-221-50242	Medical Supplies - Engines	129.49
01-35-223-50242	Medical Supplies - Rescue	129.50
01-37-310-50010	Hiring & Recruitment Exp...	551.28
01-37-310-50105	Office Supplies	43.16
01-37-310-50126	Office Equipment - Lease	60.00
01-37-310-50261	Contract Shirts & Pants	2,609.92

Account Summary

Account Number	Account Name	Payment Amount
01-37-310-50277	Janitorial Supplies	1,130.94
01-37-310-50305	Contract Services	100.00
01-37-310-50312	Cell Phones	200.19
01-37-310-50359	Fuel & Oil	9,627.22
01-37-310-50375	Miscellaneous Drainage P...	3,480.00
01-37-310-50442	Mosquito Spraying Chemi...	715.00
01-37-310-50451	Solid Waste Authority Con...	105.86
01-37-310-50500	Utilities - Power	3,898.60
01-37-310-50503	Power - Traffic Signals	2,029.43
01-37-310-50520	Utilities - Natural Gas	1,771.07
01-37-310-50560	Pest Control	75.00
01-37-311-50387	Supplies - Community Eve...	2,489.02
01-37-312-50234	Supplies - Construction	12,312.03
01-37-315-50234	Supplies - Rights of Way	1,533.74
01-37-316-50234	Supplies - Shop	117.14
01-37-320-50380	Repairs - Garbage Trucks	2,851.85
01-37-321-50380	Repairs - Heavy Equipment	274.99
01-37-323-50360	Maintenance - Trash Truc...	790.35
01-37-324-50380	Repairs - Light Duty Vehic...	175.09
01-37-325-50360	Maintenance - Trailers & ...	890.65
01-37-325-50380	Repairs - Trailers & Service..	56.93
01-37-328-50234	Supplies - Traffic	47.97
01-37-328-50381	Repairs - Street Lights	530.47
01-37-330-50360	Maintenance - Shirley Pla...	532.27
01-37-331-50360	Maintenance - Recycling T...	308.62
01-37-600-80004	Grant Assets	2,605.68
01-40-000-50500	Utilities - Power - William...	35.81
01-41-000-50803	Metro Animal Shelter	16,828.25
01-43-000-60902	North Square Property	8,185.89
01-45-000-54000	Enjoy	9,629.25
01-45-000-54002	Sports Complex	4,720.00
19-32-000-60062	Resurfacing Projects - City	4,636.00
22-17-000-50373	Judicial Services	8,820.00
50-39-510-50261	Contract Shirts and Pants	2,020.33
50-39-510-50289	Non-Uniform Shirts and T...	563.00
50-39-510-50305	Contract Services	368.01
50-39-510-50312	Cell Phones	467.14
50-39-510-50359	Fuel & Oil	3,784.36
50-39-510-50461	Repairs - Light Duty Equi...	83.06
50-39-510-50500	Utilities - Power	67,992.77
50-39-510-50510	Utilities - Telephone	209.75
50-39-510-50520	Utilities - Natural Gas	37.89
50-39-510-50550	Pest Control	165.00
50-39-510-50590	Utilities - Other	2,487.79
50-39-511-50104	Printing & Duplication	65.00
50-39-511-50106	Office Equipment	194.05
50-39-512-50105	Office Supplies	43.96
50-39-512-50106	Office Equipment	600.00
50-39-512-50300	Chemicals	14,681.91
50-39-512-50313	Laboratory Supplies	5,197.24
50-39-512-50336	Repairs	84.24
50-39-512-50360	Maintenance	3,128.29
50-39-512-50454	Testing & Professional Ser...	1,277.36
50-39-513-50300	Chemicals	11,307.50
50-39-513-50313	Laboratory Supplies	958.85
50-39-513-50321	Safety Equipment	1,483.15
50-39-513-50323	Sludge Disposal	9,122.55
50-39-513-50360	Maintenance	1,709.95

Account Summary

Account Number	Account Name	Payment Amount
50-39-513-50454	Testing & Professional Ser...	2,976.40
50-39-514-50388	Maintenance - Distributio...	170.32
50-39-514-50430	Equipment Rental	192.50
50-39-514-50431	Construction & Repair Su...	8,508.91
50-39-514-50477	Water Meters	13,011.00
50-39-515-50360	Maintenance	491.16
50-39-515-50457	System & Infrastructure ...	7,490.00
50-39-600-81203	WTP Roof Rehab	2,205.00
50-39-600-81302	WWTP Outfall Enhancem...	1,242.50
50-39-600-81307	Sewer Expansion - HWY 69..	9,300.00
50-39-600-81502	I&I PS3 Gravity Area	2,730.00
50-39-600-81508	PS#2 Gravity Main/NewPS...	607.50
50-39-600-81601	ARPA WWTP - Sludge Pro...	10,600.00
50-39-600-81700	HWY 82 Utility Relocation	102,005.45
	Grand Total:	610,048.75

Project Account Summary

Project Account Key	Payment Amount
None	610,048.75
Grand Total:	610,048.75



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

AGENDA ITEM NO. 11.c.1.

MEETING DATE: December 12, 2022

SUBJECT: Second Reading, Ordinance Amending Table 4-1 of the Zoning Ordinance to include Medical Cannabis Dispensing.

Unfinished Business:

Public Hearing: X

New Business: X

First Reading:

Consent Agenda:

Second Reading: X

Prepared By: Morgan Williams

Approved By: Julie Ramm

Summary:

The City of Northport proposes to amend Table 4-1 of the Zoning Ordinance to include Medical Cannabis dispensaries in the C-6 zoning, primarily located on McFarland Blvd.

Recommendation:

The Northport Planning and Zoning Commission met on November 8, 2022, and made a favorable recommendation to the City Council on the amending of Table 4-1 of the Zoning Ordinance regarding the zoning regulations for Medical Cannabis.

Funding Source/GL Code:

GL Code No. NA

City Administrator Approval: _____

Motion for Consideration:

I move the adoption of the Ordinance amending Table 4-1 of the Zoning Ordinance.

ORDINANCE NO. _____

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

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

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

WHEREAS, the City of Northport recognizes the need from time to time to make adjustments to the City’s zoning standards; and

WHEREAS, the City of Northport also recognizes that such amendments serve to clarify, improve and update the standards under which planning and zoning for the City are administered;

NOW, THEREFORE, BE IT ORDINANED by the City Council for the City of Northport, Alabama, that Ordinance No. 1779, “Northport Zoning Ordinance”, is here by amend, as it appears in the attached document shown as “Exhibit A”.

See “Exhibit A” attached

These amendments to the Northport Zoning Ordinance, shall become effective immediately upon its passage and advertisement as required by law.

ADOPTED this the _____ day of _____, 2022.

CITY COUNCIL OF THE
CITY OF NORTHPORT

COUNCIL OF THE CITY OF NORTHPORT

BY: _____
Jeff Hogg, Council President

ATTEST:

Glenda D. Webb, City Administrator

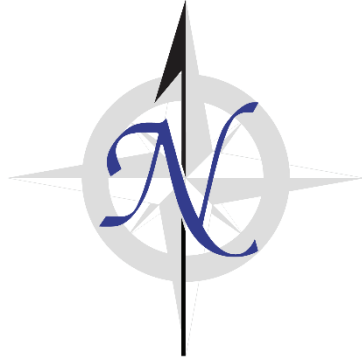
APPROVED this the _____ day of _____, 2022.

Bobby Herndon, Mayor

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

Glenda D. Webb, City Administrator

1st Reading: _____
Motion: _____
2nd Reading: _____
Motion By: _____
Second By: _____
Publication: _____



**City of Northport
Planning Commission
Staff Report**

Meeting Date: November 8, 2022
Case: AMD 02-22
Applicant: City of Northport
Request: Amendment to Zoning Ordinance

The City of Northport proposes to amend Table 4-1 of the Zoning Ordinance to include Medical Cannabis Dispensing in the C-6 zoning classification. At the October 24, 2022, City Council meeting, the Council voted to authorize the operation of medical cannabis dispensing sites within the corporate limits of Northport. C-6 zoning is primarily located along McFarland Boulevard. It is for this reason that staff feels this area would be best suited for this type of use.

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

**Table 4-1
TABLE OF PERMITTED USES**

USE CATEGORY	ZONING DISTRICTS											
	SDS	AG	RS	RM	O-I	C-2	C-3	C-6	M-1	M-2		DTR*
<i>Agricultural Uses:</i>												
Agricultural/Farming		P										
Forestry	x	P										
	SDS	AG	RS	RM	O-I	C-2	C-3	C-6	M-1	M-2		DTR*
<i>Agricultural Support :</i>												
Farm Equipment sales/repair		C						P	P	C		
Farm produce sales		P						P				
Farm produce supply		P						P	P	C		
Farm product processing		C							C	C		
	SDS	AG	RS	RM	O-I	C-2	C-3	C-6	M-1	M-2		DTR*
<i>Nurseries:</i>												
Wholesale		C						C	C	C		
Retail							P	P				
	SDS	AG	RS	RM	O-I	C-2	C-3	C-6	M-1	M-2		DTR*
<i>Residential Uses:</i>												
Single Family Detached		P	P	P								
Multi-Family	x			P		C	C					
Manufactured /Modular Home Subdivision	x	C		C								
Manufactured Home Park	x	C		C								
	SDS	AG	RS	RM	O-I	C-2	C-3	C-6	M-1	M-2		DTR*
<i>Institutional Uses:</i>												
Schools – Public/Private			C	C	P	P						
Cemetery		P		C	P	P	P					
Place of Worship	x	P	C	P	P	P	P					
Community Center	x		C	P	P	P	P					
Daycare	x			C	P	P	P					
Group Homes	x		C	C	P	P	P					
Nursing Home/ Assisted Living Facility	x			C	P	P	P					

USE CATEGORY	ZONING DISTRICTS											
	SDS	AG	RS	RM	O-I	C-2	C-3	C-6	M-1	M-2		DTR*
<i>Office Uses:</i>												
Business/Professional Office					P	P	P	P	C	C		
Bank or Financial Svcs.					P	P	P	P	C			
	SDS	AG	RS	RM	O-I	C-2	C-3	C-6	M-1	M-2		DTR*
<i>Commercial & Entertainment Uses:</i>												
Auto Accessory Store	x						P	P				
Barber/Beauty Shop					P	P	P	P				
Building Material Sales	x						C	P	P	P		
Commercial or trade school					C	C	P	P	P	P		
Convenience Store (no fuel)	x					P	P	P				
Dance/Gymnastics Studio					C	P	P	P				
Entertainment, Indoor						C	P	P				
Entertainment, Outdoor								C				
Garden Center or Nursery						C	P	P	P	P		
General Retail, Enclosed						P	P	P				
Greenhouse/Farm Produce Sales		P						P	C			
Home Improvement Ctr.							C	P	P			
Pawn/Smoke/Tattoo Shops ¹								P				
Recreation, Indoor						C	P	P				
Restaurant, Eat-In	x					P	P	P	P	C		
Tavern							P	P	P	C		
Shopping Center						P	P	P				
Veterinary Office/kennel	x	P			C	P	P	P	P			
Payday Loan/ Title Loan/We Buy Gold/Check Cashing ¹								P				
Medical Cannabis Dispensing Site								P				

¹Ordinance 1814 established a 1,500 foot radius separation between payday loan, title loan, pawn shops, we buy gold businesses, check cashing businesses. Ordinance 1814 also established a 3,000 foot radius separation for Tattoo Shops. All existing business at the time this ordinance was enacted is allowed a one time relocation within a C-6 zone without compliance with the density limits contained in this ordinance. See Appendix C. Ordinance 1975 amended Ordinance 1814

USE CATEGORY	ZONING DISTRICTS											
	SDS	AG	RS	RM	O-I	C-2	C-3	C-6	M-1	M-2		DTR*
Road Service Uses												
Auto repair, paint/body	x						P	P	P	P		
Car Wash	x					P	P	P	P	P		
Flea market							C	C	C			
Gasoline/service station							C	P	P	P		
Hotel/Motel							P	P				
Outdoor/Drive-In Theatre	x	C						C	C			
Restaurant, Fast Food						C	P	P	P			
Small Engine Repair							P	P	P			
Vehicle Sales or Rental							C	P	P			
	SDS	AG	RS	RM	O-I	C-2	C-3	C-6	M-1	M-2		DTR*
Shopping Center												
Regional Shopping Ctr. 500,000+ sf. Floor area							P	P				
Neighborhood Shopping Ctr.	x					P	P	P				
	SDS	AG	RS	RM	O-I	C-2	C-3	C-6	M-1	M-2		DTR*
Commercial Support:												
Bottling plant/bakery	x							P	P	P		
Contractor storage yard	x							C	P	P		
Printing/publishing	x							P	P	P		
Recycled materials collection/storage	x							C	P	P		
Sales/minor storage of gaseous fuels	x							P	P	P		
Sales/repair of heavy equipment								C	P	P		
Veterinary Office/kennel w/outdoor pens		C							C			
Warehouse								C	P	P		
Mini-warehouse	x							C	P			
Office Warehouse	x							C	P			
Wholesale distributor								C	P	P		

USE CATEGORY	ZONING DISTRICTS											
	SDS	AG	RS	RM	O-I	C-2	C-3	C-6	M-1	M-2		DTR*
Commercial Recreation Uses	x											
Miniature Golf/driving range		C						C	C			
Amusement Park									C			
Fairground		C							C			
Amphitheater									C			
Race track		C							C	C		
Stadium/arena									C	C		
Skate Rink		C					C	P	C			
	SDS	AG	RS	RM	O-I	C-2	C-3	C-6	M-1	M-2		DTR*
Recreational Rental Dwellings	x											
Campground		C							C	C		
Cottages/cabins		C							C	C		
Recreation vehicle park		C							C	C		
	SDS	AG	RS	RM	O-I	C-2	C-3	C-6	M-1	M-2		DTR*
Recreational Uses:												
Golf Course		P										
Park		P	P	P	P	P	P	P	P	P		
Tennis Court			P	P								
Swimming Pool			P	P								
	SDS	AG	RS	RM	O-I	C-2	C-3	C-6	M-1	M-2		DTR*
Public Service Uses:												
Communication Tower	x	P			P		C	P	P	P		
Hospital	x				C	C	C	C	C			
Municipal Office/Facility		C			P	C	P	P	P			
Public Utility			C	C	P	P	P	P	P	P		
Utility service yard or garage		C				C	C	P	P	P		

USE CATEGORY	ZONING DISTRICTS											
	SDS	AG	RS	RM	O-I	C-2	C-3	C-6	M-1	M-2		DTR*
<i>Industrial Uses:</i>												
Bulk storage of chemicals or fuels	x								C	C		
Commercial incinerator	x								C	C		
Food processing/packing	x								C	C		
Freight/trucking terminal									C	C		
Manufacture of building materials									C	P		
Manufacture/storage of explosives	x								C	C		
Manufacturing									C	P		
Outdoor storage of machinery									C	P		
Recycled materials processing									C	C		
Scientific testing/research laboratory									C	P		
Slaughterhouse	x								C	C		
Storage of sand/gravel/blocks	x								C	P		
Salvage Yard (Auto,etc)	x								C	C		
Mine/quarry	x	C							C	C		
Warehouse, Distribution									C	P		

****Downtown/Riverfront – See Core City Zoning & Design Standards (Article VII)***



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

AGENDA ITEM NO. 11.c.2.

MEETING DATE: December 12, 2022

SUBJECT: Second Reading, Ordinance Rezoning of approximately 0.68 acres located at 3218 Main Avenue.

Unfinished Business:

Public Hearing: X

New Business: X

First Reading:

Consent Agenda:

Second Reading: X

Prepared By: Morgan Williams

Approved By: Julie Ramm

Summary:

Tracey Booth requests rezoning of approximately 0.68 acres located at 3218 Main Avenue from RM-2 (Residential Multi-Family) to OI (Office and Institutional).

Recommendation:

The Northport Planning and Zoning Commission met on November 8, 2022 and made a favorable recommendation that the request for the rezoning be granted.

Funding Source/GL Code:

GL Code No. NA

City Administrator Approval: _____

Motion for Consideration:

I move to grant the request for rezoning of approximately .68 acres located at 3218 Main Avenue.

ORDINANCE NO. _____

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

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

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

1. That upon the recommendation of the Planning and Zoning Commission of the City of Northport, Alabama, at a public hearing conducted pursuant thereto, the following parcels being more particularly described as attached in Exhibit "A" in Tuscaloosa County, Alabama to rezone 0.68 acres from RM-2 (Residential Multi - Family) to OI (Office and Institutional). This property is located at 3218 Main Avenue.

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

ADOPTED this the _____ day of _____, 2022.

CITY COUNCIL OF THE
CITY OF NORTHPORT

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda D. Webb,
City Administrator

APPROVED this the _____ day of _____, 2022.

Bobby Herndon, Mayor

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

Glenda D. Webb, City Administrator

1st Reading: _____

Motion: _____

2nd Reading: _____

Motion By: _____

Second By: _____

Publication: _____

LEGAL NOTICE

Notice is hereby given that the City Council of Northport will meet in the Council Chambers of the Northport City Hall, at 5:30 p.m. on Monday, November 21, 2022, for the purpose of considering the adoption of a certain amendment to the Comprehensive Zoning Ordinance of Northport, Alabama, being a change in zoning classification as hereinafter set out, and for the purpose of conducting a public hearing in relation thereto. At such time and place, parties in interest, citizens and all persons who desire, shall have an opportunity of being heard in opposition to, or in favor of, the adoption of said amendment to the Comprehensive Zoning Ordinance.

If persons with disabilities need special accommodations or auxiliary aids for participation at this hearing, please contact the City Administrator at 339-7000 at least twenty-four (24) hours in advance.

Said proposed amendment is a change in zoning classification and an amendment to the Comprehensive Zoning Ordinance, which is set out in a proposed ordinance as follows, to-wit:

AN ORDINANCE AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF NORTHPORT, ALABAMA

Rezoning of approximately .68 acres to OI (Office and Institutional)

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

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

1. That upon the recommendation of the Planning and Zoning Commission of the City of Northport, Alabama, at a public hearing conducted pursuant thereto, the following parcels being more particularly described as attached in Exhibit "A" in Tuscaloosa County, Alabama to rezone 0.68 acres to OI (Office and Institutional). This property is located at 3218 Main Avenue.

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

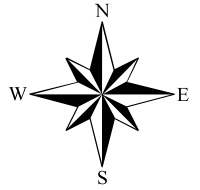
Exhibit A

Lots 9 and 10, Block "C" Oliver Heights, a map or plat of which is recorded in Plat Book 4, at Page 17 in the Probate Office of Tuscaloosa County, Alabama, reference to said map or plat being hereby and in aid of and as a part of this description; Less and except a strip about 14 feet wide off the South end of said Lot 10 conveyed to Nettie Viola Stephens by J. R. Faucett by that certain deed recorded in Deed Book 172, at Page 369 in the Probate Office of Tuscaloosa, County, Alabama.

Also known as Parcel ID: 63 31 02 09 2 011 012.000

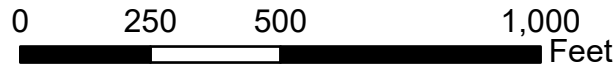
City of Northport Planning & Zoning Commission

Rezoning

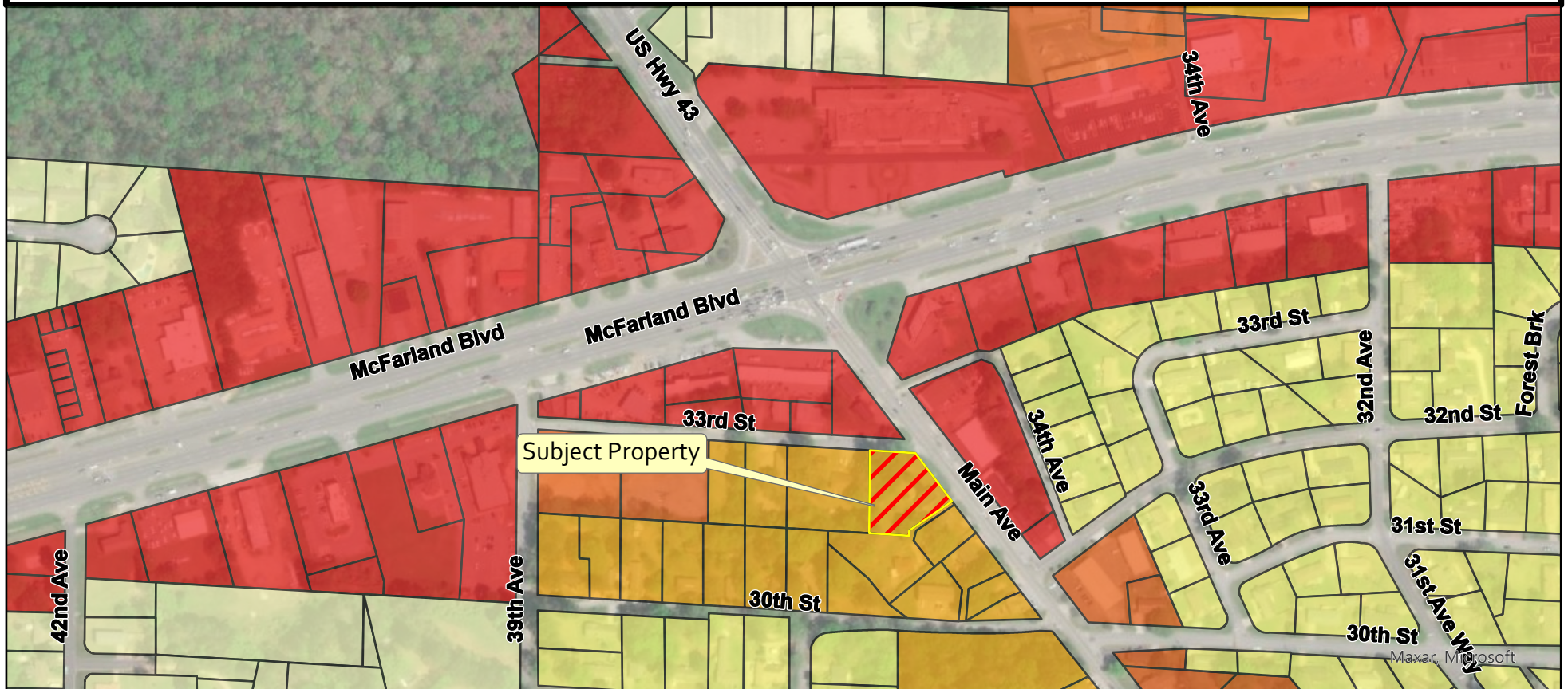


Zoning

- General Commercial
- Commercial Highway
- Residential Multi-Family
- Residential Single-Family - 1
- Residential Single-Family - 2
- Subject Property



While the City of Northport, Alabama makes every effort to maintain and distribute accurate information, No Warranties and/or Representations of Any Kind are made regarding information, data or services provided. In no event, shall the City of Northport, Alabama be liable in any way to the users of this data. Users of this data shall hold the City of Northport, Alabama harmless in all matters and accounts arising from the use and/or accuracy of this data.



Maxar, Microsoft



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

AGENDA ITEM NO. 11.d.1.

MEETING DATE: December 12, 2022

SUBJECT: Superstop One, Inc. - ABC License

Unfinished Business:
Public Hearing: X

New Business:
First Reading:

Consent Agenda:
Second Reading:

Prepared By: Ashton Lesley

Approved By: Gerald Burton

Summary:

Pursuant to the request of an investigation on Wael Ali Almatari
(Owner) of Tuscaloosa, AL:

of Superstop One, Inc.
700 McFarland Blvd
Northport, AL 35476

A criminal history investigation was made by this department and no records of the individuals were found. No records of A.B.C. violations by the individuals or Company were found.

Recommendation:

It is recommended that the council approve this application.

Funding Source/GL Code:

GL Code No. Amount: \$

Motion for Consideration:

Council may approve or deny ABC license for Superstop One, Inc.



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

AGENDA ITEM NO. 13.a.

MEETING DATE: December 12, 2022

SUBJECT: Northport First Annual Report of Expenditures

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Kelly Homan

Approved By: Darren McGee

Summary:

Per Chapter 66, Article 2, Section 66-78 of City code, this is the Finance Director's annual report on uses and set aside of Northport First Funds.

Recommendation:

Informational Only

Funding Source/GL Code:

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

Motion for Consideration:

Informational Only

NORTHPORT FIRST SUMMARY

NORTHPORT FIRST 2020-

Total Collected:	\$5,465,327.00
Total Spent to date:	\$4,813,004.45
Remaining Funds:	\$652,322.55

Projects funded with 2020 proceeds included: OS Harvey Park, Sports Complex Feasibility study, Levee Trail structure, All-Inclusive playground (PARA), Hasson Center playground equipment, Recreational Masterplan, demolition/blight removal, Façade Improvement, Downtown Streetscape, Educational grants, branding, paving and reserves.

The remaining funds are predominantly for OS Harvey Park (\$525,000).

NORTHPORT FIRST 2021-

Total Collected:	\$6,655,539.95
Total Spent to date:	\$6,655,539.95
Remaining Funds:	\$0

Projects funded with 2021 proceeds included: Downtown Streetscape, Educational grants, property purchase for recreation (Rose Blvd property), Habitat for Humanity roof program, Flooding event repairs, paving, sinkhole repair and reserves.

NORTHPORT FIRST 2022-

Total Collected:	\$7,314,116.12
Total Spent to date:	\$4,186,715.75
Remaining Funds:	\$3,127,400.37

Projects funded with 2022 proceeds include: property purchase for recreation (Hwy 82), Sports Complex engineering, Recreational Masterplan, Northport School System, Educational grants, Downtown WiFi, grant match funding, Water Park engineering, Levee repair, 5th & Bridge Ave drainage repair, sinkhole repair and reserves.