



OPELIKA CITY COUNCIL
“ REGULAR MEETING AGENDA “
204 South 7th Street
July 21, 2015
TIME: 7:00 PM

1. CALL TO ORDER
2. ROLL CALL
 1. Patricia Jones, Larry Gray, Dozier Smith T, David Canon, Eddie Smith
3. INVOCATION
 1. Provided by Mayor Gary Fuller.
4. PLEDGE OF ALLEGIANCE
 1. Provided by Cub Scout Pack 858, Joseph D'Angelo & Jackson McGhar.
5. READING OF MINUTES
 1. Minutes of the 7-07-15 Council Meeting.
6. UNFINISHED BUSINESS
7. REMARKS BY THE MAYOR
 1. Monthly Building Permit Report - June, 2015
 2. YTD Building Permit Report - June 2015
 3. Building Permit Detail Report - June, 2015
 4. Performance award - Billy Goldsborough - H/R.
 5. Proclamation for National Night Out on 8-4-15.
8. CITIZEN COMMUNICATIONS (Limit comments to five minutes or less)
9. REPORT OF DISBURSEMENTS
10. COMMITTEE REPORTS
11. GENERAL BUSINESS
 1. Request Temporary St Closure / Run for Your Life 5K on 10-17-15
 2. Public Hearing, Request for a New Cell Tower by Verizon.
12. AWARDING OF BIDS
 1. Oral Recommendation - Video Transcoding/Encoding B15-024
13. RESOLUTIONS
 1. Expense Reports from Various Departments
 2. Designate City Personal Property Surplus and Authorize Disposal
 3. Purchase Metaswitch Hardware - OPS

4. Special Use Permit, New Cell Tower by Verizon.
5. Alabama Recycling Fund Grant Agreement
6. Declaration of Restrictive Covenants for Siddique Nature Center
7. Budget Adjustment, Legal Services - City Clerk
8. Barbasol Sponsorship, Expenditure of Public Funds
9. Contract for Security Maintenance and Support, Icotech, Inc.
10. Expense Report / Mayor Fuller

14. ORDINANCES

15. APPOINTMENTS

1. Reappoint Kelly Davidson to Celebrate Al. Improvement Dist. New term expires 8-05-21

16. ADJOURN



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

CM MINUTES (ID # 1205)

Meeting: 07/21/15 07:00 PM
Department: City Clerk
Category: CM Minutes
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:
DOC ID: 1205

Minutes of the 7-07-15 Council Meeting.



OPELIKA CITY COUNCIL “ REGULAR MEETING MINUTES “

204 South 7th Street

July 7, 2015

TIME: 7:00 PM

1. Call to Order
2. Roll Call
 1. Patricia Jones, Larry Gray, Dozier Smith T, David Canon, Eddie Smith
3. Invocation
 1. Councilamn Dozier Smith T provided the invocation.
4. Pledge of Allegiance
 1. Cub Scout Pack 858 members Zayne Lackey and Mich McCullough lead the pledge.

5. Reading of Minutes

1. Resolution CM Minutes of 6-16-15

RESULT: APPROVED [4 TO 0]

MOVER: Larry Gray, Council Member

SECONDER: Patricia Jones, President Pro-Tem

AYES: Patricia Jones, Larry Gray, David Canon, Eddie Smith

ABSTAIN: Dozier Smith T

6. Unfinished Business
7. Remarks By the Mayor

Mayor Fuller stated that he and Lori Huguley had a productive trip to the Paris Air Show meeting with various economic development prospects. Mayor Fuller also reminded everyone present that the Barbasol PGA golf tournament starts on Thursday 7/16 and said we are expecting 50,000 visitors to our City.

8. Citizen Communications

(Limit comments to five minutes or less) No one came forward to speak.

9. Report of Disbursements
10. Committee Reports
11. General Business

1. Request for Temporary Street Closure / National Night Out

RESULT: APPROVED [UNANIMOUS]

MOVER: Patricia Jones, President Pro-Tem

SECONDER: Dozier Smith T, Council Member

AYES: Jones, Gray, Smith T, Canon, Smith

2. Request by City Cafe for a Retail Beer & Wine on Premise License.

RESULT: APPROVED [UNANIMOUS]

MOVER: David Canon, Council Member

SECONDER: Dozier Smith T, Council Member

AYES: Jones, Gray, Smith T, Canon, Smith

3. Request by Taste of Asia for a Restaurant Retail Liquor & Retail Beer on Premise License.

RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith

4. Public Hearing Weed Abatement Assessment - 100 Cottage Ct
 President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said assessment. No one came forward to speak. President Smith closed the public hearing.

5. Public Hearing Weed Abatement Assessment - 101 Cottage Ct.
 President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said assessment. No one came forward to speak. President Smith closed the public hearing.

6. Public Hearing Weed Abatement Assessment - 102 Cottage Ct.
 President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said assessment. No one came forward to speak. President Smith closed the public hearing.

7. Public Hearing Weed Abatement Assessment - 103 Cottage Ct.
 President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said assessment. No one came forward to speak. President Smith closed the public hearing.

8. Public Hearing Weed Abatement Assessment - 104 Cottage Ct.
 President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said assessment. No one came forward to speak. President Smith closed the public hearing.

9. Public Hearing Weed Abatement Assessment - 106 Cottage Ct.
 President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said assessment. No one came forward to speak. President Smith closed the public hearing.

10. Public Hearing Weed Abatement Assessment - 108 Cottage Ct
 President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said assessment. No one came forward to speak. President Smith closed the public hearing.

12. Awarding of Bids

1. Bids 154-15 Three (3) Thermal Imaging Cameras - FD

RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Larry Gray, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith

13. Resolutions

1. Resolution 155-15 Weed Abatement Assessment - 100 Cottage Ct.

RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gray, Smith T, Canon, Smith

2. Resolution 156-15 Weed Abatement Assessment - 101 Cottage Ct.

- RESULT:** APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Larry Gray, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
3. Resolution 157-15 Weed Abatement Assessment - 102 Cottage Ct.
RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Larry Gray, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
4. Resolution 158-15 Weed Abatement Assessment - 103 Cottage Ct.
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gray, Smith T, Canon, Smith
5. Resolution 159-15 Weed Abatement Assessment - 104 Cottage Ct.
RESULT: APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: David Canon, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
6. Resolution 160-15 Weed Abatement Assessment - 106 Cottage Ct.
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
7. Resolution 161-15 Weed Abatement Assessment - 108 Cottage Ct.
RESULT: APPROVED [UNANIMOUS]
MOVER: Larry Gray, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
8. Resolution 162-15 Expense Reports from Various Depts.
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
9. Resolution 163-15 Designate City Personal Property Surplus and Authorize Disposal
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gray, Smith T, Canon, Smith
10. Resolution 164-15 Purchase One (1) 2015 Peterbilt Model 320 Chassis with McNeilus Model 2849 Body - SW

RESULT: APPROVED [UNANIMOUS]
MOVER: Larry Gray, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith

11. Resolution 165-15 Grant Application / Your Town AL 2015

RESULT: APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith

12. Resolution 166-15 Authorize a Temporary Fire Lieutenant Position

RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith

13. Resolution 167-15 First Amendment to License Agreement Between the City of Opelika, Alabama, and Eat Here, Inc. (Niffer's)

RESULT: APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith

14. Resolution 168-15 Authorizing an Engagement Letter with Bradley Arant Boulton Cummings, LLP

RESULT: APPROVED [4 TO 0]
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Patricia Jones, Larry Gray, David Canon, Eddie Smith
RECUSED: Dozier Smith T

15. Resolution 169-15 Tax Abatement - Cumberland Plastic Systems & Spartan Partners

RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Larry Gray, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith

16. Resolution 170-15 Agreement for a Transportation Planning Process / Auburn/Opelika Urbanized Area

RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: Larry Gray, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith

17. Resolution 171-15 Purchase Traffic Control Signal Cabinet, Hardware & Poles.

RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: Larry Gray, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith

14. Ordinances

1. Ordinance 117-15-ORD Lease Agreement with Terry Henderson

Said Ordinance was introduced by Mr. Canon.

Then Mr. Smith T made the motion to suspend the rules and was 2nd by Mr. Gray. The following vote was recorded:

Voting Aye: Jones, Gray, Smith T, Canon, Smith.

Voting Nay: None.

RESULT: FIRST READING AND APPROVED [UNANIMOUS]

MOVER: David Canon, Council Member

SECONDER: Patricia Jones, President Pro-Tem

AYES: Jones, Gray, Smith T, Canon, Smith

15. Appointments

None.

16. Adjourn

These City Council meeting minutes of 7-07-15 are hereby adopted and approved this the ____ day of _____, 2015.

President pro-tem City Council

City of Opelika, Alabama

ATTEST:

City Clerk - Treasurer

1. Motion to adjourn

RESULT: APPROVED [UNANIMOUS]

MOVER: Patricia Jones, President Pro-Tem

SECONDER: Larry Gray, Council Member

AYES: Jones, Gray, Smith T, Canon, Smith

Attachment: CM minutes MT, 7-07-15 (1205 : Minutes of the 7-07-15 Council Meeting.)



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 07/21/15 07:00 PM
Department: Planning
Category: Building Permit Report.
Prepared By: William Ott
Initiator: Gerald (Jerry) Kelley
Sponsors:

MAYOR'S REMARKS (ID # 1209)

DOC ID: 1209

Monthly Building Permit Report - June, 2015

Monthly Permits For June, 2015

Work & Repair On Buildings:

Building Repairs	Commercial	Residential
Buildings Condemned	0	0
Buildings Demolished	0	1
Building Repairs	7	15
Plumbing Upgrades	3	5
Electrical Upgrades	4	10
Mechanical Upgrades	8	7
Reroofs And Roof Repairs	1	8
Mobile Home Services	0	0
Building Additions/Accessory Structures	0	8

Monthly Totals For June 2006-2015

2006	\$7,457,588.00
2007	\$16,008,548.00
2008	\$4,266,723.00
2009	\$4,208,066.00
2010	\$3,892,714.00
2011	\$4,453,896.00
2012	\$7,083,887.00
2013	\$9,422,855.00
2014	\$5,372,951.00
2015	\$20,933,556.00

INSPECTION REQUEST TOTAL

433

Total Permits Issued:

6	New Buildings: Commercial	\$7,212,041.00
8	Commercial Renovations And Repairs	\$1,640,297.00
7	Signs	\$95,930.00
12	New Single Family Homes	\$2,689,505.00
32	Residential Repairs And Renovations	\$382,217.00
0	New Apartment Units	\$0.00
0	New Duplex Residences	\$0.00
65	Total Building Permits Issued	\$12,019,990.00
40	Electrical Permits	\$134,225.00
32	Plumbing Permits	\$8,056,003.00
32	HVAC Permits	\$723,338.00

169

Total Permits Issued For June, 2015

\$20,933,556.00

TAKEN FROM THE RECORDS OF THE
BUILDING INSPECTOR

Jeff Kappelman
Chief Building Inspector

Attachment: Monthly City Council Report- June, 2015 (1209 : Monthly Report to City Council - June, 2015)



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 07/21/15 07:00 PM
Department: Planning
Category: Building Permit Report.
Prepared By: William Ott
Initiator: Gerald (Jerry) Kelley
Sponsors:

MAYOR'S REMARKS (ID # 1208)

DOC ID: 1208

YTD Building Permit Report - June 2015

Year To Date Report - 2015

Building Repairs	Commercial	Residential
Buildings Condemned	0	3
Buildings Demolished	1	16
Building Repairs	38	48
Plumbing Upgrades	18	42
Electrical Upgrades	34	81
Mechanical Upgrades	28	26
Reroofs And Roof Repairs	9	27
Mobile Home Services	0	1
Building Additions/Accessory Structures	0	61

Yearly Totals For Oct. 1st - Sept. 30th	
2006	\$156,630,888.00
2007	\$129,263,598.00
2008	\$127,407,288.00
2009	\$67,359,271.00
2010	\$96,662,342.00
2011	\$45,352,237.00
2012	\$178,221,004.00
2013	\$61,881,917.00
2014	\$79,409,560.00
2015	\$166,655,172.00

INSPECTION REQUEST TOTAL	3,224
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24	New Buildings: Commercial	\$99,629,413.00
58	Commercial Renovations And Repairs	\$7,335,354.00
29	Signs	\$218,970.00
116	New Single Family Homes	\$27,434,058.00
168	Residential Repairs And Renovations	\$2,219,946.00
0	New Apartment Units	\$0.00
0	New Duplex Residences	\$0.00
395	Total Building Permits Issued	\$136,837,741.00

253	Electrical Permits	\$8,604,713.00
200	Plumbing Permits	\$10,386,015.00
165	HVAC Permits	\$10,826,703.00

1,013	Total Issued for FY 2015	\$166,655,172.00
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JEFF KAPPELMAN
Chief Building Inspector



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 07/21/15 07:00 PM
Department: Planning
Category: Building Permit Report.
Prepared By: William Ott
Initiator: Gerald (Jerry) Kelley
Sponsors:

MAYOR'S REMARKS (ID # 1206)

DOC ID: 1206

Building Permit Detail Report - June, 2015

**CITY OF OPELIKA - PLANNING DEPARTMENT
BUILDING INSPECTION DIVISION
JUNE, 2015 - MONTHLY BUILDING PERMIT DETAIL REPORT**

PERMIT DATE	CONTRACTOR	STREET NUMBER	STREET NAME	OWNER	JOB DESCRIPTION	JOB COST
06/01/15	Opelika - Auburn Roofing Co.	1501	Pinedale Drive	Charles Peterson	Residential Roof Replacement	\$5,390.00
06/01/15	Central Removal & Restoration	407	West Thompson Circle	East Alabama Medical Center	Residential Conversion To Commercial	\$89,973.00
06/01/15	Joshua Palmer	311	S 6TH Street	Robert Forkner	Residential Demolition	\$1,000.00
06/01/15	Gold Hill Construction	1600	Leo Lane	Jeff Kappelman	Residential Repairs	\$8,000.00
06/03/15	Precision Pools	1903	Palin Avenue	Robbie Elkins	Residential New In-Ground Pool	\$22,500.00
06/04/15	B & L Roofing	1119	5TH Avenue	George Dyer	Residential Roof Replacement	\$2,080.00
06/04/15	McCrary Contracting	1207	Northgate Drive	Mike Daughtry	Residential Roof Replacement	\$6,950.00
06/05/15	Builders Professional Group	311	Gwynne's Way	Builders Professional Group	Residential New Single Family	\$240,032.00
06/05/15	Builders Professional Group	2711	Matsu Lane	Builders Professional Group	Residential New Single Family	\$152,236.00
06/05/15	Builders Professional Group	2804	Matsu Lane	Builders Professional Group	Residential New Single Family	\$248,166.00
06/05/15	Builders Professional Group	4302	Academy Drive	Builders Professional Group	Residential New Single Family	\$168,942.00
06/05/15	Builders Professional Group	2802	Matsu Lane	Builders Professional Group	Residential New Single Family	\$152,330.00
06/05/15	Builders Professional Group	2801	Matsu Lane	Builders Professional Group	Residential New Single Family	\$237,423.00
06/05/15	The Infinity Group	3788 & 3788A	Pepperell Parkway	Fimiani Development Corporation	Commercial Space Division & Build-Out	\$121,000.00
06/05/15	Anchor Sign	2190	Tigertown Parkway	Home Depot	Commercial Signage	\$27,480.00
06/05/15	Donald Allen Development	2330	Birmingham Highway	Old South Real Estate / King Honda	Commercial New Car Dealership	\$5,370,555.00
06/05/15	LaPorcha Hart	2804	Eastpoint Drive	LaPorcha Hart	Residential Interior Renovation	\$24,900.00
06/08/15	Bryan Stone	1001	N 10TH Street	Bryan Stone	Residential New Pool House	\$20,000.00
06/08/15	Conner Brothers Construction	3612	Double Eagle Lane	Retirement Systems of Alabama	Residential New Single Family	\$174,597.00
06/08/15	Conner Brothers Construction	3506	Double Eagle Lane	Retirement Systems of Alabama	Residential New Single Family	\$162,343.00
06/08/15	Jonathan Hallford	503	Hall Avenue	Jonathan Hallford	Residential New Accessory Building	\$2,800.00
06/09/15	R.A. Heath Construction	2056	Interstate Drive	Starbucks Coffee Company	Commercial Interior Renovation	\$134,525.00
06/09/15	Tim McLain	107	N 18TH Street	Tim McLain	Residential New Accessory Building	\$5,722.00
06/10/15	Gold Hill Construction	1809	Ridge Street	Sylvia Dowdell	Residential Emergency Repairs	\$1,255.00
06/11/15	Anchor Sign	2015	Interstate Drive	Aspen Dental	Commercial Signage	\$25,675.00
06/11/15	Effective Signs	309	Williamson Avenue	Williamson 209, LLC	Commercial Signage	\$5,000.00
06/15/15	Simpson Roofing	221	30TH Street	Garrett Cofield	Residential Roof Replacement	\$2,900.00
06/15/15	Whatley Construction Company	2111	Marvyn Parkway	Tailgate Guys	Commercial Deck Addition	\$26,786.00
06/15/15	Willie Vines & Sons Construction	206	Morris Avenue	Mary Gunn	Residential Single Family (Phase II)	\$5,775.00
06/15/15	Builders Professional Group	2709	Matsu Lane	Builders Professional Group	Residential New Single Family	\$254,804.00
06/15/15	J. Mandi Construction	803	Hillflo Avenue	Robert Mavere	Residential Roof Replacement	\$9,500.00
06/15/15	Valley Signs & Surveying	227	Marvyn Parkway	Surburban Gas	Commercial Signage	\$6,100.00
06/16/15	Auburn Desk Masters	917	S Railroad Avenue	Niffers	Commercial Deck Addition	\$9,500.00
06/17/15	Charles McWhorter	1404	Sawyer Drive	Charles McWhorter	Residential New Accessory Building	\$3,000.00

PERMIT DATE	CONTRACTOR	STREET NUMBER	STREET NAME	OWNER	JOB DESCRIPTION	JOB COST
06/17/15	Shane Neese	501	Geneva Street	Shane Neese	Commercial New Accessory Building	\$4,000.00
06/17/15	Columbus 4 Seasons Sunrooms	3009	Grouse Avenue	Velma Charlot	Residential New Sunroom Addition	\$28,840.00
06/18/15	Deeper Impact Ministries	114	17TH Place	Deeper Impact Ministries	Commercial New Accessory Building	\$1,200.00
06/18/15	Bryan Stone	1001	N 10TH Street	Bryan Stone	Residential Garage Addition	\$40,000.00
06/19/15	The Letlow Company	2506	Oakbowery Road	Jeff Welsh	Residential Interior Renovation	\$100,000.00
06/22/15	Branch Building Group	2501	Gateway Drive	O'Charley's	Commercial Renovation	\$85,000.00
06/22/15	Simpson Roofing	16	Jeter Avenue	Tabatha Maddox	Residential Roof Replacement	\$3,200.00
06/22/15	Design Team Sign Company	2501	Gateway Drive	O'Charley's	Commercial Signage	\$19,000.00
06/22/15	Webb Builders	1700	Capps Landing	Saucier Investments/Eagle Conv. Store	Commercial New Building	\$1,800,000.00
06/23/15	Opelika-Auburn Roofing	2507	Hammonds Drive	Linda Davis	Residential Roof Replacement	\$2,673.00
06/24/15	Cody Foote	229	8TH Street	Cody Foote / Super Grow	Commercial Renovation	\$38,542.00
06/24/15	Effective Signs	2105	Interstate Drive	Einstein Bagel Brothers	Commercial Signage	\$9,000.00
06/24/15	Effective Signs	2055	Interstate Drive	Mattress Firm	Commercial Signage	\$3,675.00
06/25/15	Katich Builders	413	Highland Avenue	Anna Coxwell	Residential Addition	\$21,000.00
06/25/15	THD @ Home Services	1700	Leo Lane	Kelly Etris	Residential Roof Replacement	\$9,023.00
06/25/15	THD @ Home Services	2102	Henderson Drive	Hiram Sides	Residential Window Replacement	\$2,469.00
06/26/15	American Maint. & Renovation	418	Raintree Street	Sirco	Residential Abatement Repairs	\$2,375.00
06/26/15	American Maint. & Renovation	20	Easy Street	Sirco	Residential Abatement Repairs	\$2,000.00
06/26/15	American Maint. & Renovation	18	Easy Street	Sirco	Residential Abatement Repairs	\$2,125.00
06/26/15	American Maint. & Renovation	303	Byrd Avenue	Sirco	Residential Abatement Repairs	\$2,200.00
06/26/15	American Maint. & Renovation	122	Plum Avenue	Sirco	Residential Abatement Repairs	\$1,000.00
06/26/15	American Maint. & Renovation	410	Raintree Street	Sirco	Residential Abatement Repairs	\$1,775.00
06/26/15	American Maint. & Renovation	124	Plum Avenue	Sirco	Residential Abatement Repairs	\$1,000.00
06/26/15	Jackco Contractors	610	Clanton Street	Christ Temple Holyinest Church	Commercial Roof Replacement	\$16,300.00
06/29/15	The Letlow Company	501	Hillflo Avenue	Ed Clark	Residential Interior Renovation	\$31,000.00
06/29/15	Wimco Corporation	2015	Pepperell Parkway	Walgreen's	Commercial Interior Renovation	\$54,957.00
06/29/15	J.L. Stone Construction	2500	Pepperell Parkway	Planet Fitness	Commercial Interior Renovation	\$1,100,000.00
06/29/15	Trademark Quality Homes	608	McDonald Drive	Trademark Quality Homes	Residential New Single Family	\$299,544.00
06/29/15	Trademark Quality Homes	610	McDonald Drive	Trademark Quality Homes	Residential New Single Family	\$299,544.00
06/29/15	Trademark Quality Homes	700	McDonald Drive	Trademark Quality Homes	Residential New Single Family	\$299,544.00
06/30/15	THD @ Home Services	1003	Wallace Avenue	Robin Sanders	Residential Window Replacement	\$9,765.00

Total **\$12,019,990.00**

TAKEN FROM THE RECORDS OF THE BUILDING INSPECTOR

JEFF KAPPELMAN
Chief Building Inspector



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 1200)

Meeting: 07/21/15 07:00 PM
Department: City Clerk
Category: Request / Temp Street Closure
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:

DOC ID: 1200

Request Temporary St Closure / Run for Your Life 5K on 10-17-15

Shuman, Robert

Subject: Request for a 5K event
Attachments: ScreenHunter_04 Jun. 08 13.19.gif

From: Henderson, Jessica M. [mailto:JHenderson@oanow.com]
Sent: Tuesday, June 09, 2015 3:01 PM
To: Shuman, Robert
Subject: RE: Request for a 5K event

I have the details of the event, but the Parks & Rec board will not be able to get it on their agenda until the second Tuesday in July. Would it be possible hypothetically to get the ball rolling on city council approval pending approval from the Parks & Rec board? That way once the Parks & Rec board approved it we would be able to proceed?

The details are as follows:

Event Name: Run For Your Life (a costumed, themed 5k)

Sponsor: Opelika-Auburn News

Date: Saturday, October 17, 2015

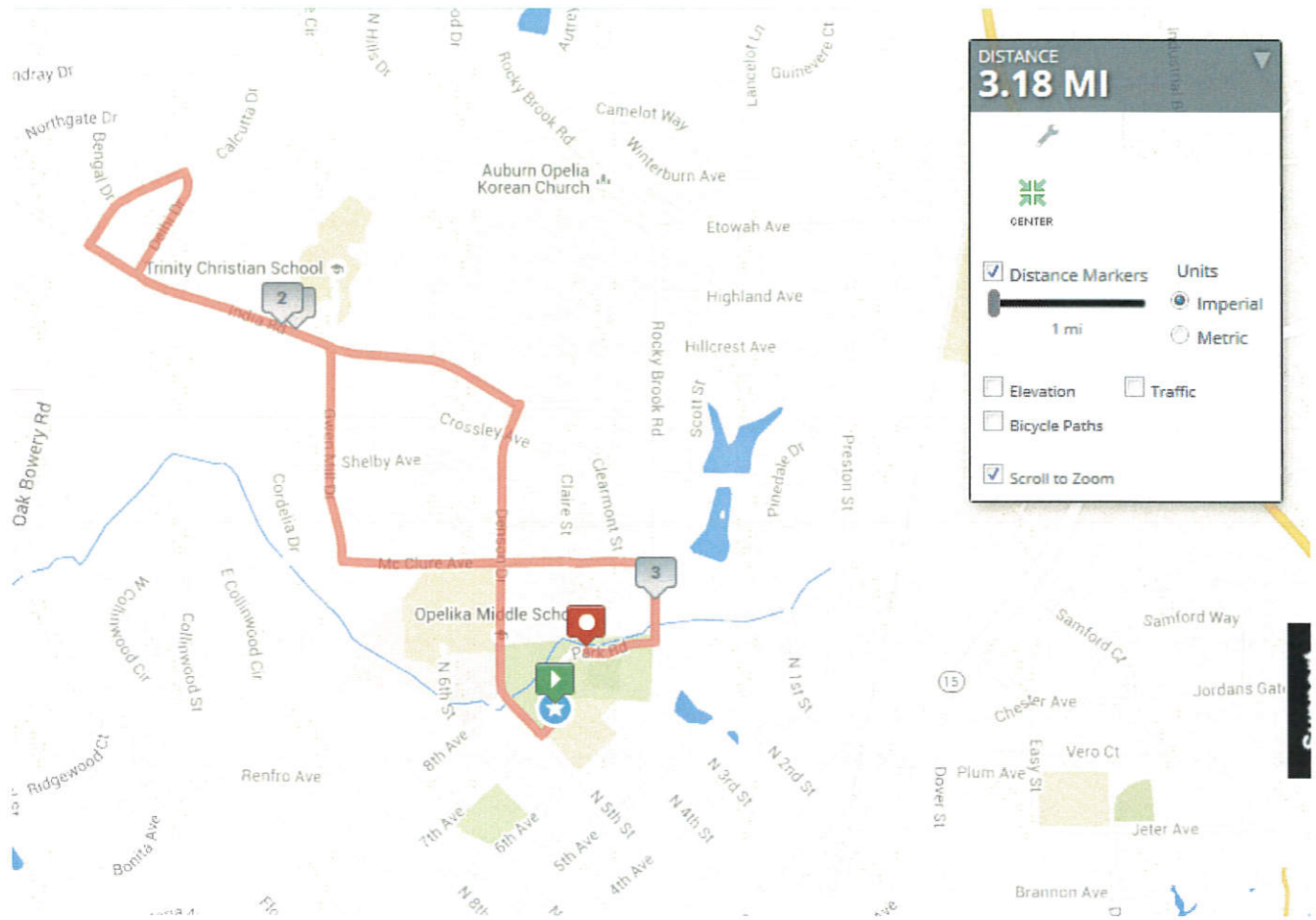
Race beginning: 10:00am and ending at 11:00am

If there is a way to barricade the beginning & end of Park Rd. where it meets Denson & Rocky Brook, that would be ideal. There are no houses on the road that would need access.

I have attached an image of the tentative race map, with the route in red. It would start on Park Rd., go up Denson to India, turn onto Calcutta & Delhi, then back down Gwen Mill, onto McLure, then meet Rocky Brook. Finally, it would wrap up on Park Rd. toward the Rocky Brook entrance to the road.

Jessica Henderson
 Event Coordinator, O-A News
 JHenderson@oanow.com
 334-737-2543

Attachment: CM 7-21-15, request temp st closure, Run for Your Life 5K (1200 : Request Temporary St Closure / Run for Your Life 5K on 10-17-



Attachment: CM 7-21-15, request temp st closure, Run for Your Life 5K (1200 : Request Temporary St Closure / Run for Your Life 5K on 10-17-



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 1201)

Meeting: 07/21/15 07:00 PM
Department: City Clerk
Category: Public Hearing
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:
DOC ID: 1201

Public Hearing, Request for a New Cell Tower by Verizon.

Alabama Community Newspapers Order Confirmation for Ad #0000

Ad Content Proof Actual Size

LG817971 PUBLIC NOTICE AD
Notification of City Council Meeting
for
New Telecommunications Facility

An application has been submitted to the City of Opelika by Verizon Wireless to allow the construction of a new 100' monopole Wireless Telecommunications Facility to be located at **the address of 10 Veteran's Parkway in Opelika, Alabama, Tax Parcel # 43-09-05-15-3-000-007.000.**

Pursuant to the City's Wireless Ordinance and in order to better inform the public, please be advised that the City Council will hold a Public Meeting on this matter on Tuesday, July 21, 2015 at 7:00 p.m. If you wish to comment on this Application, either pro or con, please feel free to attend this meeting.

If you have any questions regarding this Application, please feel free to contact the Authorized Agent for Verizon Wireless, Mary S. Palmer at Baker, Donelson, Bearman, Caldwell & Berkowitz PC at (205) 250 - 8353 or the City Clerk, 204 South Seventh Street, Opelika, AL at (334) 705-5110.

July 7, 14, 2015



City Council

204 South 7Th Street
Opelika, AL

SCHEDULED

BIDS (ID # 1216)

Meeting: 07/21/15 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Angela Norrell
Sponsors:
DOC ID: 1216

Oral Recommendation - Video Transcoding/Encoding B15-024

RESOLUTION NO. _____

WHEREAS, the Purchasing Department solicited sealed bids for a contract for Video Transcoding/Encoding equipment and maintenance for the Opelika Power Services department; and

WHEREAS, Advanced Media Technologies submitted the low bid meeting specifications; and

WHEREAS, funding for the purchase will come from the Cable System Construction fund;

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

1. That the bid be awarded to Advanced Media Technologies on their low bid meeting specifications in the amount of \$250,078.00.
2. That the Purchasing-Revenue Manager be authorized to issue a purchase order to Advanced Media Technologies in the amount of \$250,078.00.
3. That the Controller be authorized to adjust the budget as necessary for this purchase.

APPROVED AND ADOPTED this the ____ day of _____ 2015.

President, Pro-Tem
City of Opelika, Alabama

ATTEST:

Robert G. Shuman
City Clerk - Treasurer

FACT SHEET

SUBJECT: Sealed Bid #B15-024 – We are asking the Council to approve a contract for Video Transcoding/Encoding

FACTS:

- Bid opening date – 7/20/15
- User Department – OPS
- The bid was mailed to 37 vendors
- 2 bids received
- Budgeted purchase from Cable System Construction
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend award bid to Advanced Media Technologies on their low bid meeting specifications in the total amount of \$250,078.00**

BID# B15-024 DATE: 7/20/15 DEPT: OPS											37 V	12.1.b
DESCRIPTION: VIDEO TRANSCODING/ENCODING												2 BIDS
		ITEM 1: PRM-9100-CHS-AC				ITEM 7: GSF9100-02						
		ITEM 2: PRM-9K-AC-PS-DUAL				ITEM 8: FWPRM9KACEANYFRMTOUT						
		ITEM 3: PRM-9K-IOM-GBE-0002				ITEM 9: FWPRM9KACEHDAVCPIPOU						
		ITEM 4: PRM-9K-IPC-ACE-0001				ITEM 10: SLAST12R5						
		ITEM 5: RM-3-30				ITEM 11: PROF SERVICE						
		ITEM 6: SW-LIC-50										
	ITEM 1		ITEM 2		ITEM 3		ITEM 4		ITEM 5		ITEM 6	
VENDOR NAME	UNIT PRICE	LINE AMT	UNIT PRICE	LINE AMT	UNIT PRICE	LINE AMT	UNIT PRICE	LINE AMT	UNIT PRICE	LINE AMT	UNIT PRICE	
ACCU-TECH CORPORATION												
ADVANCED MEDIA TECHNOLOGIES	\$3,700.00	\$22,200.00	\$500.00	\$3,000.00	\$2,900.00	\$34,800.00	\$4,900.00	\$117,600.00	\$60.00	\$360.00	\$1,650.00	
AFFORDCOM												
AFL TELECOMMUNICATIONS LLC												
ANIXTER INC												
APA CABLES AND NETWORKS												
ATLANTIC ENGINEERING GROUP												
BRUMFIELD ELECTRICAL & COMM												
CDW GOVERNMENT INC												
CLEARFIELD INC												
ESH												
FIBER INSTRUMENT SALES INC												
GHMR												
GRAYBAR ELECTRIC CO-BMHM												
GRAYBAR ELECTRIC CO-NC												
GRESKO/CAPSTONE UTILITY SUPPLY												
GT KEY CO INC												
H D SUPPLY POWER SOLUTIONS LTD												
INFORMATION TRANSPORT SOLUTION												
INLINE ELECTRIC SUPPLY												
INTERSTATE ELECTRICAL SUPPLY												
JACKSON THORNTON TECHNOLOGIES												
MARKERTEK VIDEO SUPPLY												
MEGA HERTZ SALES COMPANY												
OPELIKA BOLT & SCREW INC-OP												
OPELIKA BOLT LLC-DOTHAN												
PCMG INC												
PCTEL CONNECTED SOLUTIONS												

Attachment: CM 7-21-15, bid, oral recoomendation, spread sheets, VIDEO TRANSCODING-ENCODING

2 BIDS

Attachment: CM 7-21-15, bid, oral recommendation, spread sheets, VIDEO TRANSCODING-ENCODING

PCTEL CONNECTED SOLUTIONS											
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Packet Pg. 27

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RESOLUTION NO. (ID # 1219)

Expense Reports from Various Departments

RESOLUTION NO. _____

BE IT RESOLVED, by the City Council of the City of Opelika, Alabama, as follows:

-) That the following employees were required by the City of Opelika to travel on City business and/or attend a training session, meeting or conference.

Employee	Department	\$ Amount
-----	-----	-----
Brady Pollock	Engineering	687.34
Angela Mills	P&R	149.93
Gary Fuller	Mayor	614.20
Lori Huguley	Economic Development	7,112.48
David Horton	OPS	7.73

-) That attached is an expense report(s) prepared, dated and signed by the City employee or official covering the various expenses incurred on said trip and reviewed/approved by the City's accounting department and City official(s).
- 3) That the Opelika City Council hereby approves the attached expense reports for reimbursement to said City employee or official.
- 4) That the Mayor and/or appropriate City official is hereby directed and authorized to take the necessary steps so a check can be prepared covering the attached expense reports.
- 5) That the City Treasurer is authorized to sign said check so it can be delivered to the appropriate City employee or official.

ADOPTED and APPROVED this the ____ day of _____, 2015.

President pro-tem City Council
City of Opelika, Alabama

ATTEST:

Robert G. Shuman, CMC
City Clerk - City Treasurer

NAME

F28622 7/2/15 001-5504-433-30-01

BRADY POLLOCK

DEPARTMENT

ENGINEERING

EXPENSE REPORT

PERIOD ENDING

7-3-15

ITEMIZE ALL REIMBURSABLE EXPENSES IN APPROPRIATE BLANKS - ITEMIZE ANY NON-REIMBURSABLE EXPENSES ON REVERSE OF LAST COPY.

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS Itemize Below			ENTERTAIN- MENT Itemize Below	MISC, EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC.	RENTAL CAR, LIMO, ETC.	LOCAL TAXI, TOLLS & PUB- LIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
28 SUN	Orange Bch. AL.	176 49				28 59			35 65			246 73 212 14
29 MON		176 49					12 45	17 00	19 00			205 94
30 TUE		176 49					12 95		39 00			228 44
1 WED	Opelika, AL.					28 59	12 23					40 82
THU												
FRI												
SAT												
WEEKLY CATEGORY TOTALS \$		529 47				28 59	37 63	17 00	74 65			687 34

WEEKLY TOTAL OF EXPENSES *

ITEMIZED ENTERTAINMENT AND BUSINESS MEALS					
DATE	NAME OF PERSON(S) ENTERTAINED; COMPANY, TITLE	TIME & PLACE	NATURE & PURPOSE OF ENTERTAINMENT	AMOUNT	% OR \$ ALLOCATED TO BUSINESS
			Agree To P.O. _____ Exts Verified _____ Footing Verified _____ Inv. Price Bld Price _____ Ok To Pay _____ A/C # Verified _____		

NUMBER OF DAYS AWAY FROM HOME

4

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL

Survey Seminar

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM
MY ADVANCE

OR

☐ MAIL
TO:

ITEMIZED AUTOMOBILE EXPENSES		
DATE	MILEAGE, GAS, PARKING, REPAIRS, ETC.	AMOUNT
07-01-15	Gas	28 59

ITEMIZED MISCELLANEOUS EXPENSES		
DATE	ITEMS	AMOUNT

REDIFORM

WHITE - ORIGINAL

CANARY - DUPLICATE

Brady A Pollock
SIGNATURE
APPROVED BY

44B-950N • Carbonless Sp
©1999 Rediform

Packet Pg. 37

EXPENSE REPORT

PERIOD ENDING

NAME

Angela Mills

DEPARTMENT

Department Parks & Recreation

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS Itemize Below			ENTERTAIN- MENT Itemize Below	MISC EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC	LOCAL TAXI, TOLLS & PUB- LIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
6-25	Montgomery, AL					140.30			\$4.58			144.88
6-27	Montgomery, AL								\$5.05		\$30.00	5.05
												0.00
												0.00
												0.00
												0.00
												0.00
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	149.93

WEEKLY TOTAL EXPENSES

DATE	NAME OF PERSON(S) ENTERTAINED, COMPANY, TITLE	TIME & PLACE	NATURE & PUPOSE OF ENTERTAINMENT	AMOUNT	% OR \$ ALLOCATED TO BUSINESS
6/25	WENDY'S		DINNER	\$4.58	100%
6/27	MCDONALDS		DINNER	\$5.05	100%
					100%
					100%
					100%
					100%

NUMBER OF DAYS AWAY FROM HOME

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

0%

NATURE OR PURPOSE OF TRAVEL

ALL stars 13-15

METHOD OF REIMBURSEMENT

☐DEDUCT FROM
MY ADVANCE☒

MAIL TO

ITEMIZED AUTOMOBILE EXPENSES		
DATE		AMOUNT
6-27	Mileage - 244 miles	140.30

ITEMIZED MISCELLANEOUS EXPENSES		
DATE	ITEMS	AMOUNT
6-27	GAS	\$30.00

~~Regions~~

Angela Mills

Sam Bailey - Director

Approved By

Sam Bailey

EXPENSE REPORT

PERIOD ENDING

NAME

Name Gary Fuller

DEPARTMENT

Department 5105

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS Itemize Below			ENTERTAIN- MENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUB- LIC TRANSIT	AUTO EXPENSES Itemize Below						
			BREAKFAST	LUNCH	DINNER							
SUN 9/27/15	Las Vegas, NV		614.20									614.20
MON												0.00
TUE												0.00
WED												0.00
THU												0.00
FRI												0.00
SAT												0.00
WEEKLY CATEGORY TOTALS \$		0.00	614.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	614.20

WEEKLY TOTAL EXPENSES

DATE	NAME OF PERSON(S) ENTERTAINED, COMPANY, TITLE	TIME & PLACE	NATURE & PUPOSE OF ENTERTAINMENT	AMOUNT	% OR \$ ALLOCATED TO BUSINESS

NUMBER OF DAYS AWAY FROM HOME

4

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

100%

NATURE OR PURPOSE OF TRAVEL

Economic Development PAK Expo

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM
MY ADVANCE☒ MAIL TO

Employee Gary Fuller

Department Administration

SIGNATURE

APPROVED BY

Name

Department

Expense Report

Lori Huguley

ECONOMIC DEVELOPMENT

Period Ending

7/8/2015

ITEMIZE ALL REIMBURSABLE EXPENSE IN APPROPRIATE BLANKS - ITEMIZE ANY NON-REIMBURSABLE EXPENSES ON REVERSE OF LAST COPY

				TRANSPORTATION				BUSINESS MEALS Itemize Below			ENTERTAINMENT	MISC. EXPENSES	DAILY TOTAL	
Date	Day	CITY AND STATE	LODGING	AIR, RAIL, ETC.	RENTAL CAR, LIMO, ETC.	LOCAL TAXI, TOLLS & PUBLIC TRANSIT		AUTO EXPENSES	BREAKFAST	LUNCH	DINNER	Itemize Below	Itemize Below	
6/20/2015	Sat	Rome, Italy									22.6			22.6
6/21/2015	Sun	Rome, Italy									22.6			22.6
6/23/2015	Tues	Rome, Italy				79.31								79.31
7/8/2015	Wed	Atlanta, GA		657.2										657.2
7/8/2015	Wed	Seoul, Korea		5999.10										5999.10
5/13/2015	Wed	Rome, Italy		127.53										127.53
5/13/2015	Wed	Paris, France		204.14										204.14

WEEKLY CATEGORY TOTALS\$

WEEKLY TOTAL OF EXPENSES

ITEMIZED ENTERTAINMENT AND BUSINESS MEAL						NUMBER OF DAYS AWAY FROM HOME
DATE	NAME AND PERSON(S) ENTERTAINED; COMPANY, TITLE	TIME & PLACE		NATURE & PURPOSE OF ENTERTAINMENT	AMOUNT	%OR \$ ALLOCATED TO BUSINESS
6/20/2015	Huguley, Rome Italy	Rome, Italy		Pairs Air Show Travel	22.6	100%
6/21/2015	Huguley, Rome Italy	Rome, Italy		Pairs Air Show Travel	22.6	100%
						100%
						100%
						100%
						100%

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS
0

% OF TOTAL DAYS AWAY FRO PERSONAL AFFAIRS
0

NATURE OR PURPOSE OF TRAVEL
Paris Air Show Travel /Korea Travel
Combined

METHOD OF REIMBURSEMENT
☐ DEDUCT FROM MYOR

ITEMIZED AUTOMOBILE EXPENSES			ITEMIZED MISCELLANEOUS EXPENSES		
DATE	MILEAGE, GAS, PARKING, REPAIRS, TEC.	AMOUNT	DATE	ITEMS	AMOUNT

SIGNATURE

APPROVED BY

EXPENSE REPORT

NAME

DEPARTMENT

PERIOD ENDING

David Horton

OPS

7.15.15

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS Itemize Below			ENTERTAIN- MENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUB- LIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
SUN	Miramar Beach, FL							7.73				7.73
MON												0.00
TUE												0.00
WED												0.00
THU												0.00
FRI												0.00
SAT												0.00
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	0.00	0.00	0.00	7.73	0.00	0.00	0.00	7.73

WEEKLY TOTAL EXPENSES ↑

DATE	NAME OF PERSON(S) ENTERTAINED; COMPANY, TITLE	TIME & PLACE	NATURE & PUPOSE OF ENTERTAINMENT	AMOUNT	% OR \$ ALLOCATED TO BUSINESS

NUMBER OF DAYS AWAY FROM HOME

3

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

0%

NATURE OR PURPOSE OF TRAVEL

Electric Cities of Alabama Annual Meeting

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM
MY ADVANCE☒ MAIL TO

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

SIGNATURE

APPROVED BY

RESOLUTION NO. (ID # 1213)

Designate City Personal Property Surplus and Authorize Disposal**RESOLUTION NO. _____**

WHEREAS, the City of Opelika, Alabama, has certain items of personal property which are no longer needed for public or municipal purposes; and

WHEREAS, Section 11-43-56 of the Alabama Code of 1975 authorizes the Municipal Governing body to dispose of unneeded personal property;

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

SECTION 1. That the following personal property owned by the City of Opelika, Alabama, is no longer needed for public or municipal purposes:

No.	Qty.	Unit	Item Description	Fixed Asset #
1.	1	Ea.	Power Meters	N/A
2	1	Ea.	2004 Ford F250 VIN #1FDNF20S64ED36337	87002389
3.	8	Ea.	Transformer Mineral Oil 55 Gallon Drums	N/A
4.	1	Lot	Steel	N/A
5.	1	Ea.	Paper Shredder	N/A

SECTION 2. That the Mayor be and he is hereby authorized and directed to dispose of the personal property owned by the City of Opelika, Alabama, described in Section 1 above. If any such property has marketable value, the Mayor shall receive bids or quotations for such property and shall sell the same to the highest bidder. If the property has no marketable value, the Mayor may dispose of such property in the most economical and feasible manner available to him.

ADOPTED AND APPROVED this the _____ day of _____, 2015.

President pro-tem City Council
City of Opelika, Alabama

ATTEST:

Robert G. Shuman
City Clerk - Treasurer

RESOLUTION NO. (ID # 1214)

Purchase Metaswitch Hardware - OPS

RESOLUTION NO. _____

WHEREAS, the Opelika Power Services Department desires to purchase Metaswitch Hardware Upgrades; and

WHEREAS, this is a sole source purchase; and

WHEREAS, Metaswitch Networks is the sole vendor; and

WHEREAS, this is budgeted from the Cable System Construction fund;

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

1. That the purchase be awarded to Metaswitch Networks.
2. That the Purchasing-Revenue Manager be authorized to issue a purchase order to Metaswitch Networks in the amount of \$282,817.00 as a sole source purchase.
3. The Controller is authorized to adjust the budget as necessary for this purchase.

APPROVED AND ADOPTED this the ____ day of _____ 2015.

President pro-tem City Council
City of Opelika, Alabama

ATTEST:

Robert G. Shuman
City Clerk - Treasurer

RESOLUTION NO. (ID # 1202)

Special Use Permit, New Cell Tower by Verizon.

RESOLUTION NO. _____

WHEREAS, Verizon has requested to construct a new wireless telecommunication facility to be located at 10 Veteran's Parkway, Opelika, AL to provide improved wireless services essentially within the corporate limits and police jurisdiction of the City of Opelika and;

WHEREAS, Verizon has complied with City's Ordinance No. 102-00 and has demonstrated the need for additional modification of this wireless facility to deliver consistently reliable services in the identified area, and;

WHEREAS, both the City and Verizon customers in Opelika will benefit from improved service; and;

WHEREAS, the City's consultant, The Center for Municipal Solutions (CMS), recommends the granting of a Special Use Permit for modification of this facility located at 10 Veteran's Drive which will consist of a 109' monopole tower and a 100' by 100' lease area;

THEREFORE, BE IT RESOLVED by the City Council of the City of Opelika, Alabama that

Verizon is hereby granted a Special Use Permit to construct the new wireless telecommunications facility at 10 Veteran's Parkway. As recommended by CMS, the Special Use Permit is subject to compliance with the following conditions prior to the issuance of said permit and/or a Certificate of Completion:

1. Prior to issuance of a building permit, Verizon must submit the proposed tower maintenance and inspection procedures and related system of records.
2. Prior to issuance of a building permit, Verizon must submit a geotechnical sub-surface soil investigations report including the proposed foundation design for the tower.
3. Prior to issuance of a building permit, Verizon must submit a certified structural analysis performed in accordance with ANSI/TIA-222-G standard and the 2012 International Building Code.

4. Verizon must provide contractor information to CMS and to the City prior to request for issuance of the Building Permit.
5. Once Verizon has met all the conditions of the permit and any other requirements of the City and a building permit is issued, Verizon must notify the City's consultant for all inspections.
6. At the completion of construction, Verizon must notify the City's consultant and provide proof that all inspections have been satisfactorily completed and the project is ready for a final on-site inspection. Upon passing the final inspection, a recommendation to issue a Certificate of Occupancy shall be made.
7. Verizon shall not be permitted to actually provide service commercially until the Certificate of Occupancy or its functional equivalent is issued or risk forfeiting its Permit.
8. The Certificate of Occupancy shall not be issued until all fees and costs associated with this Permit, including inspections, have been paid.

ADOPTED and APPROVED this _____ day of _____, 2015.

 President pro-tem City Council
 Opelika, Alabama

ATTEST:

 R. G. Shuman, CMC
 City Clerk-Treasurer



BAILEY LAND GROUP
Land Surveying & Engineering

February 7, 2014

FAA 2-C SURVEY CERTIFICATION

Applicant: Verizon Wireless
10300 Old Alabama Road Connector
Alpharetta, Georgia 30022

Site Name: Pepperell
Site Address: 10 Veterans Parkway
Opelika, AL 36801

Horizontal Datum Source: NAD 83 (from GPS observations)

Vertical Datum Source: NAVD 88 (from GPS observations)

Structure Type: New Tower

Latitude: 32° 37' 56.70" North (NAD 83)

Longitude: 85° 26' 18.56" West (NAD 83)

Ground Elevation: 761 feet AMSL (NAVD 88)

AMSL - Above Mean Sea Level

I certify that the latitude of 32° 37' 56.70" North and the longitude of 85° 26' 18.56" West are accurate to within +/- 50 feet horizontally; and that the ground elevation of 761 feet AMSL is accurate to within +/- 20 feet vertically. The horizontal datum (coordinates) is in terms of the North American Datum of 1983 (NAD 83) and is expressed as degrees, minutes, and seconds to the nearest hundredth of a second. The vertical datum (height) is in terms of the North American Vertical Datum of 1988 and is determined to the nearest foot.

Respectfully,

Jason E. Bailey, PLS
Alabama Reg. No. 28567
Bailey Land Group, Inc.
Date: 02-07-2014
BLG Job # 14.012



PARENT TRACT

VERIZON WIRLESS

PEPPERELL

PARENT TRACT – AS PROVIDED

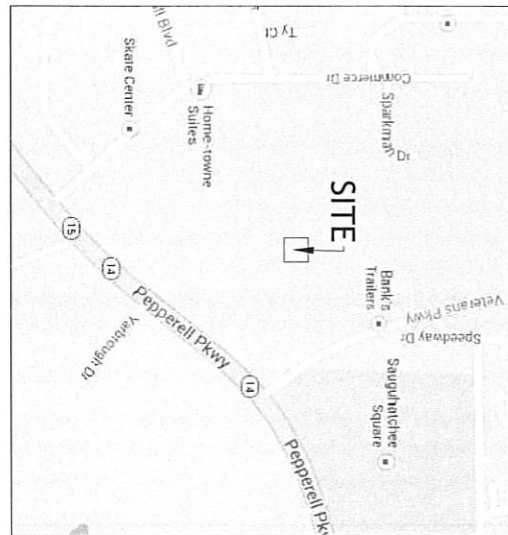
Commence at the Northwest corner of Section 15, Township 19 North, Range 26 East, in Lee County, Alabama; run thence South 1 degree 21 minutes East for 2607.8 feet to the point of beginning of the parcel of land to be here described and conveyed; from said point of beginning run North 89 degrees 08 minutes East for 215.0 feet; thence North 0 degrees 26 minutes West for 199.0 feet; thence North 88 degrees 57 minutes East for 402.3 feet; thence South 0 degrees 26 minutes East for 202.9 feet; thence North 89 degrees 30 minutes East for 180.1 feet to the West Margin of Speedway Drive; thence South 0 degrees 30 minutes West along the margin of Speedway Drive, for 1288.3 feet; thence South 55 degrees 47 minutes West for 811.0 feet; thence North 83 degrees 02 minutes West for 92.0 feet; thence North 0 degrees 48 minutes West for 1725.0 feet to the said point of beginning. Containing 29.42 acres, more or less. Subject to right of way for power line of Alabama Power Company.

100' x 100' TOWER LEASE AREA**VERIZON WIRELESS****PEPPERELL****100' x 100' TOWER LEASE AREA- AS SURVEYED**

Commence at a ½" capped rebar at the intersection of the West line of Section 15, Township 19 North, Range 26 East and the South line of Lot 4A, Porters Addition, Centre Commercial Subdivision, 1st Revision; thence N 0° 24' 56" W along the West line of Section 15, Township 19 North, Range 26 East for a distance of 155.35' to a ¾" open top pipe found; thence N 72° 23' 13 E, leaving aforementioned section line, for a distance of 224.41' to a 5/8" capped rebar set (Bailey 899LS) and the Point of Beginning; thence N 89° 02' 46" E for a distance of 100.0' to a 5/8" capped rebar set (Bailey 899LS); thence S 0° 57' 14" E for a distance of 100.0' to a 5/8" capped rebar set (Bailey 899LS); thence S 89° 02' 46" W for a distance of 100.0' to a 5/8" capped rebar set (Bailey 899LS); thence N 0° 57' 14" W for a distance of 100.0' to the Point of Beginning. Said Parcel containing 10,000 sq ft (0.23 acres)+/-.

30' INGRESS-EGRESS & UTILITY EASEMENT**VERIZON WIRELESS****PEPPERELL****30' INGRESS-EGRESS & UTILITY EASEMENT- AS SURVEYED**

Commence at a ½" capped rebar at the intersection of the West line of Section 15, Township 19 North, Range 26 East and the South line of Lot 4A, Porters Addition, Centre Commercial Subdivision, 1st Revision; thence N 0° 24' 56" W along the West line of Section 15, Township 19 North, Range 26 East for a distance of 155.35' to a ¾" open top pipe found; thence N 72° 23' 13" E, leaving aforementioned section line, for a distance of 224.41' to a 5/8" capped rebar set (Bailey 899LS); thence N 89° 02' 46" for a distance of 100.0' to a 5/8" capped rebar set (Bailey 899LS); thence S 0° 57' 14" E for a distance of 50.0' to the Point of Beginning; thence N 78° 38' 36" for a distance of 415.71' to the West Right of Way of Veterans Parkway (variable public right of way). Said parcel containing 12,420 sq ft (0.29 acres) +/-.



LEGEND		
	AIR CONDITIONER	
	BENCHMARK	
	CLEAN OUT	
	ELECTRIC BOX	
	GAS METER	
	GUT WIRE	
	LIGHT STANDARD	
	MAIL BOX	
	MEASURED	
	POWER METER	
	POWER POLE	
	RECORDED	
	SANITARY MANHOLE	
	SATELLITE DISH	
	SEPTIC TANK	
	STORM MANHOLE	
	TELEPHONE PEDESTAL	
	TREE	
	WATER METER	
	WATER VALVE	
	RETAINING WALL	
	BARBED WIRE FENCE	
	CHAIN LINK FENCE	
	WOOD FENCE	
	OVERHEAD POWER	

GENERAL NOTES:

THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE LEASEHOLD AND EXCLUSIVELY FOR THE TRANSFERAL OF THE RIGHTS OF EASEMENT SHOWN HEREON AND SHALL NOT BE USED AS AN EXHIBIT OR EVIDENCE IN THE TRANSFERAL OF THE SUBJECT PROPERTY NOR ANY PORTION OR PORTIONS THEREOF.

2. BEARRINGS AND COORDINATES SHOWN HEREON ARE BASED ON ALABAMA STATE PLANE GRID, EAST ZONE, NAD83, AND WERE DETERMINED FROM GPS OBSERVATIONS. CONTOURS AND SPOT ELEVATIONS ARE BASED ON NAVD 88 AND WERE DETERMINED FROM GPS OBSERVATIONS.

3. NO SUBSURFACE INVESTIGATION WAS PERFORMED TO LOCATE UNDERGROUND UTILITIES. UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE PER OBSERVED EVIDENCE ONLY.

4. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL. THE OUTER BOUNDARY OF THE SUBJECT PROPERTY AS SHOWN HEREON WAS ESTABLISHED USING A COMBINATION OF DEEDS OF RECORD, PLATS OF RECORD, AND SOME FIELD WORK.

5. FIELD WORK FOR THIS SURVEY WAS COMPLETED ON 02-05-2014.

FLOOD STATEMENT:

According to the Flood Insurance Rate Map published by the Federal Emergency Management Agency for the City of Opelika, Lee County, Alabama (community panel 10145), map number 110610C0086G, effective date 11-02-2011, this site lies within Zone X defined as "Areas determined to be outside the 0.2% chance floodplain."

TITLE EXCEPTIONS

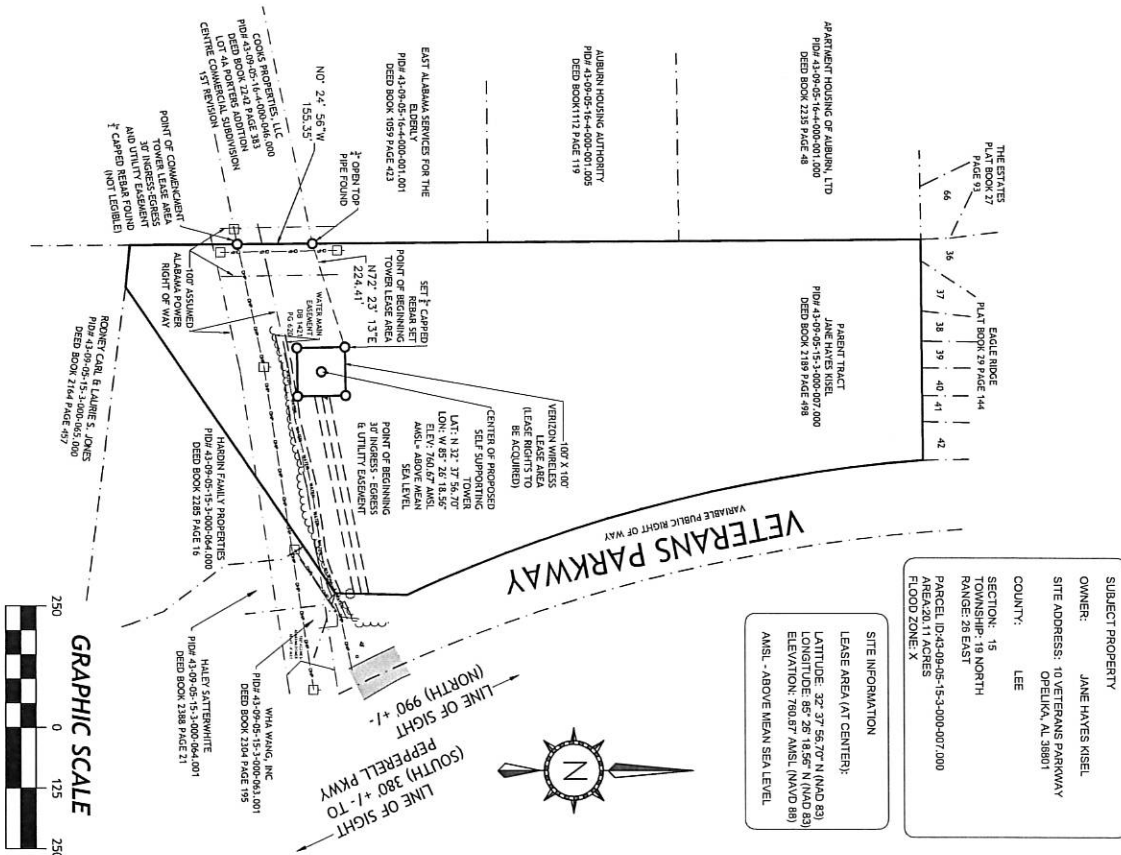
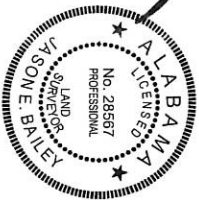
SURVEYORS COMMENTS ON CERTIFICATE OF TITLE
ISSUED BY NEWMAN LAW FIRM FOR TITLE
INSURANCE CERTIFICATE NO. 2421 DATED FEBRUARY
7, 2014 @ 8:00AM - SCHEDULE A SECTION 3

B. EASEMENT FOR POWER LINES FROM APCO
RECORDED IN DB 754 PG 376, 380 & 384. LEGAL
DESCRIPTION REFERS TO PARENT TRACT PRIOR TO
DIVISION.

SURVEYOR'S CERTIFICATION

I hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge information and belief.

Jason E. Bailey, PLS
Alabama Reg. No. 28567
Dated: 02-07-2014
Revised: 04-28-2014



SUBJECT PROPERTY
OWNER: JANE HAYES KISEL
SITE ADDRESS: 10 VETERANS PARKWAY
OPELEKA, AL 36801
COUNTY: LEE
SECTION: 15
TOWNSHIP: 18 NORTH
RANGE: 28 EAST
PARCEL: DKA3-09-05-15-3-000-007.000
AREA/20.11 ACRES
FLOOD ZONE: X

SITE INFORMATION

LEASE AREA (AT CENTER):

LATITUDE: 32° 37' 56.70" N (NAD 83)
LONGITUDE: 85° 26' 18.56" N (NAD 83)
ELEVATION: 760.67 AMSL (NAVD 88)

AMSL - ABOVE MEAN SEA LEVEL

BAILEY LAND GROUP LAND SURVEYING & ENGINEERING 2170 CLEARBROOK ROAD, SUITE 206 HOOVER, AL 35226 P: 205.978.0080 F: 205.978.0082 www.baileylandgroup.com	
NO.	REVISIONS
DATE	DESCRIPTION

1	2-16-14	LINE OF SIGHT ADDED
2	2-20-14	DIMENSIONS ADDED
3	3-21-14	TITLE ADDED/REMOVED
4	4-28-14	ADDED WATER LINE

PEPPERELL
10 VETERANS PARKWAY
OPELIKA, ALABAMA

CUSTOMER
VERIZON WIRELESS
ALPHARETTA, GA

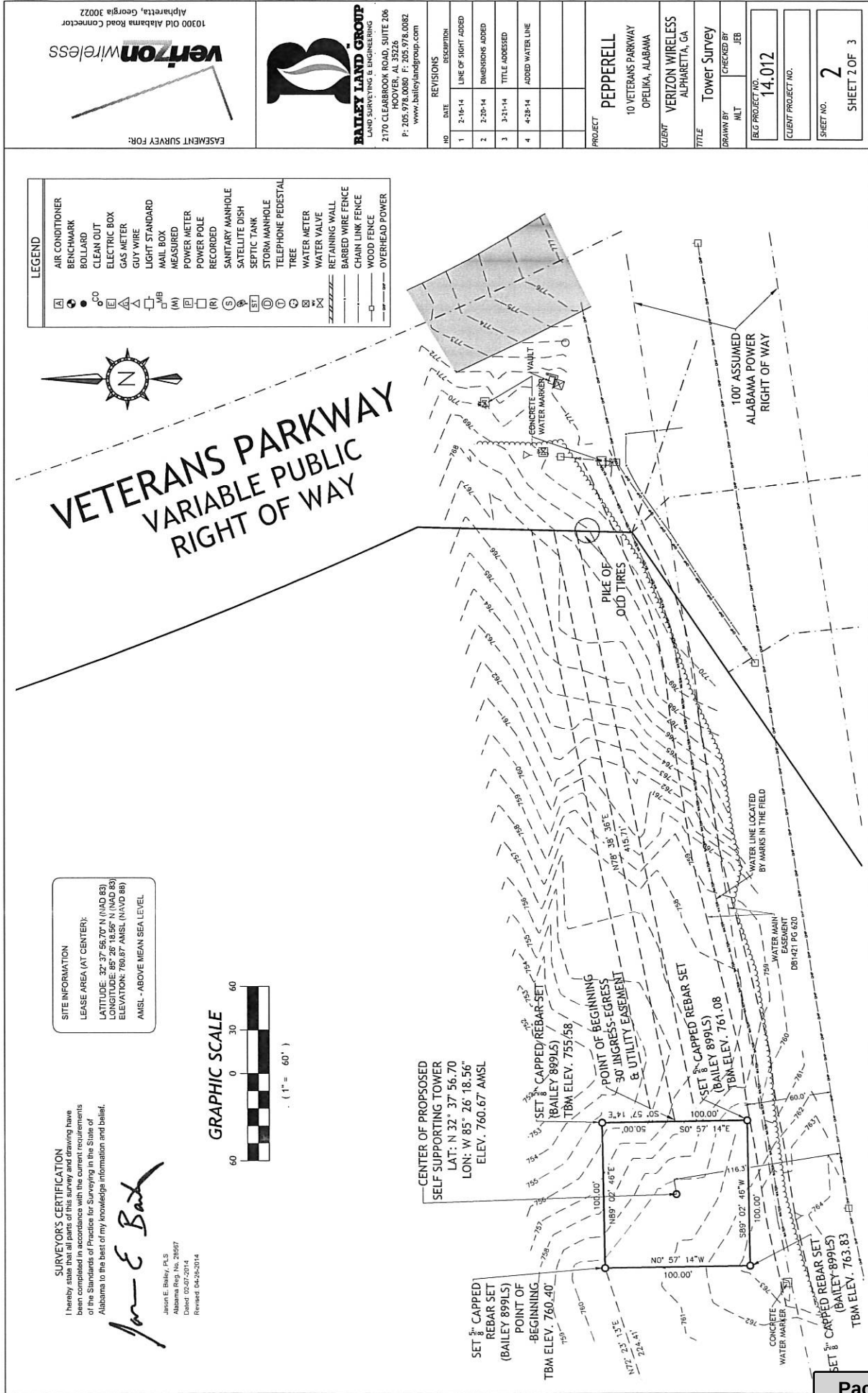
lower survey	
DRAWN BY MLT	CHECKED BY JEB
BLG PROJECT NO. 14.012	
CLIENT PROJECT NO.	

SHEET NO. **1**
SHEET 1 OF 3

EASEMENT SURVEY FOR:



10300 Old Alabama Road Connector
Alpharetta, Georgia 30022



Commence at a ½" capped rebar at the intersection of the West line of Section 15, Township 19 North, Range 26 East and the South line of Lot 4A, Porters Addition, Centre Commercial Subdivision, 1st Revision; thence N 0° 24' 56" W along the West line of Section 15, Township 19 North, Range 26 East for a distance of 155.35' to a ¾" open top pipe found; thence N 72° 23' 13" E, leaving aforementioned section line, for a distance of 224.41' to a 5/8" capped rebar set (Bailey 899LS); thence N 89° 02' 46" for a distance of 100.0' to a 5/8" capped rebar set (Bailey 899LS); thence S 0° 57' 14" E for a distance of 50.0' to the Point of Beginning; thence N 78° 38' 36" for a distance of 415.71' to the West Right of Way of Veterans Parkway (variable public right of way). Said parcel containing 12,420 sq ft (0.29 acres) +/-.

EASEMENT SURVEY FOR:



REVISIONS		
NO	DATE	DISCRIPTION
1	2-16-14	LINE OF SIGHT ADDED
2	2-20-14	DIMENSIONS ADDED
3	3-21-14	TITLE ADDED
4	4-28-14	ADDED WATER LINE

PROJECT
PEPPERELL
10 VETERANS PARKWAY
OPPELIKA, ALABAMA

CLIENT
VERIZON WIRELESS
ALPHARETTA, GA

Tower Survey

DRAWN BY	CHECKED BY
WIT	IFR

BLG PROJECT NO.	14.012
-----------------	--------

CLIENT PROJECT NO.

SHEET NO. 3
SHEET 3 OF 3



City Council

204 South 7th Street
Opelika, AL

SCHEDULED

MEETING TOPIC (ID # 1211)

Meeting: 07/21/15 07:00 PM

Department: Solid Waste

Category: Grant

Prepared By: David Turner

Initiator: Terry M. White

Sponsors:

DOC ID: 1211

Alabama Recycling Fund Grant Agreement

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF ALABAMA RECYCLING FUND GRANT AGREEMENT WITH THE ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

WHEREAS, the City of Opelika, City of Auburn, Lee County and Auburn University are members of East Alabama Recycling Partnership; and

WHEREAS, the City of Opelika, through East Alabama Recycling Partnership, has applied to the Alabama Department of Environmental Management for a grant under the Alabama Recycling Funds Grant Program; and

WHEREAS, East Alabama Recycling Partnership has been selected for project funding in the maximum amount of one hundred twenty-four thousand, four hundred and twenty dollars (\$124,420.00); and

WHEREAS, the City of Opelika will invest approximately \$40,000 in local matching funds to upgrade its recycling facility to accept single-stream, in addition to rolling out a new subscription bi-weekly curbside recycling program; and

WHEREAS, a proposed Alabama Recycling Fund Grant Agreement (hereinafter the "Agreement") has been prepared and submitted to the City Council for approval; and

WHEREAS, the City Council has determined that it is now in the best interest of the City and its citizens to approve said Agreement.

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

1. That the proposed Alabama Recycling Fund Grant Agreement to be entered into by and between East Alabama Recycling Partnership (City of Opelika) and the Alabama Department of Environmental Management, a copy of which is attached hereto and marked Exhibit "A", be and the same is hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve which approval shall be conclusively evidenced by execution and delivery of said Agreement.

2. That the Mayor is hereby authorized and directed to execute said Agreement in the name and on behalf of the City.

3. That the officers of the City and any person or persons designated and authorized by any officers of the City to act in the name and on behalf of the City, or any one or more of them, are authorized to do or cause to be done or performed in the name and on behalf of the City such other acts and to execute and deliver or cause to be executed and delivered in the name and on behalf of the City such other notices, certificates, assurances or other instruments or other communications under the seal of the City or otherwise, as they or any of them deem necessary or advisable or appropriate in order to carry into effect the intent of the provisions of this Resolution and the attached Agreement.

4. That the Mayor and Controller are hereby authorized and directed to make all appropriate accounting and budget entries necessary to carry into effect the provisions of the attached Agreement.

5. That this Resolution shall take effect upon its passage and adoption by the City Council.

ADOPTED AND APPROVED this the _____ day of _____, 2015.

PRESIDENT PRO-TEM CITY COUNCIL
CITY OF OPELIKA, ALABAMA

ATTEST:

CITY CLERK

Grant # ARF15-06-100

Grantee Initials _____

Alabama Recycling Fund Grant Agreement

Grantee: East Alabama Recycling Partnership
 Contact Person: Terry White, City of Opelika
 Address: P.O. Box 390, Opelika, AL 36803-0390
 Email: tmwhite@opelika-al.gov
 Telephone: (334)705-2090

Responsible Person: Mayor Gary Fuller
 Address: 204 South 7th Street, Opelika, AL 36801
 Email: gfuller@opelika-al.gov
 Telephone: (334) 705-5150

Grant reimbursements should be made payable to:
 City of Opelika

Grant reimbursements mailed to this address:
 P.O. Box 390
 Opelika, AL 36803-0390

Grant Period: October 1, 2015 to September 30, 2016
 Amount Awarded: \$124,420.00

Semiannual Report Due Dates:
 1st Semiannual Report Due: April 15th
 Final Semiannual Report Due: October 15th

The Alabama Department of Environmental Management (ADEM) is the administrative agency for recycling projects approved for expenditure of funds under the Alabama Recycling Fund Grant Program. The Alabama Recycling Funds Grant Program is further defined in Chapter 335-13-10 of the Alabama Solid Waste Regulations.

A maximum of \$124,420.00 inclusive of all costs will be granted for this project to the East Alabama Recycling Partnership (hereinafter referred to as the Grantee) by ADEM (hereinafter referred to as Department). Reimbursement of expenditures will be limited to and in accordance with the program budget submitted by the grantee and may be found as Attachment B of this Agreement.

GENERAL REQUIREMENTS

The Grantee is responsible for compliance with state and any applicable local Solid Waste Management Plans and regulations and requirements of Alabama Recycling Fund and completion of the activities in the Grant Application that was submitted by the Grantee, except as modified and superseded by this agreement.

Grant # ARF15-06-100

Grantee Initials _____

I. GENERAL PROJECT SUMMARY

With the 2015 ARF grant, the East Alabama Recycling Partnership remains committed to developing a regional recycling program. The City of Opelika will invest approximately \$40,000 in local matching funds to upgrade their main recycling facility to accept single-stream, in addition to rolling out a new subscription bi-weekly curbside recycling program. With ARF funding, Opelika will purchase 250 95-gallon carts and thirty 300-gallon carts along with ten 8' mesh OCC trailers in order to implement the expansion plan. Lee County will purchase 10 metal outdoor receptacles for community and large group events, 200 office recycling containers for school and governmental offices, and 60 recycling carts and liners for school lunchrooms. Auburn University requests a 42-cubic yard compactor in order to create a more efficient recycling collection system.

A. MILESTONES/TIMELINE OF ACTIVITIES

The grantee agrees to begin the implementation of the project during the grant period outlined in this agreement, conditional upon the grant agreement being signed and becoming a binding contract.

B. REGIONAL PARTNERSHIPS

If this grant agreement involves multiple entities as the grantee, written agreements including those concerning grant funds, revenue disbursement, and the responsibilities of each entity shall be required. All such agreements are binding as if incorporated herein.

II. BUDGET AND EXPENDITURES

The approved project budget and maximum reimbursable expenditures are further detailed in Attachment B of this Agreement. Any exceptions must be attached to this Agreement as an amendment which has been signed by the Department and Grantee. The approved budget is further categorized as follows:

Itemized Budget

COO- 8' Mesh OCC Trailers	\$25,050.00
COO- 300 Gal Carts (30)	\$11,919.00
COO- 95 Gal Carts (250)	\$13,145.00
LEE- 35 Gal Containers/Lids (20)	\$3,020.00
LEE- Metal Outdoor Receptacles (10)	\$5,590.00
LEE- 28-QT Office Containers (100)	\$670.00
LEE- 41-QT Office Containers (100)	\$1,275.00
LEE- 95 GAL Carts (60)	\$11,700.00
LEE – Bags (100 cartons)	\$7,500.00
AU-42 CY Compactor (1) Partial amount	\$44,551.00
Total	\$124,420.00

Grant # ARF15-06-100

Grantee Initials _____

Categorized Budget

Infrastructure (equipment, buildings, land, etc.)	\$124,420.00
Personnel (salaries, benefits, etc.)	\$0.00
Education (materials, radio/TV, hand-outs, etc.)	\$0.00
<u>Professional Services (consultants, engineering, planning)</u>	<u>\$0.00</u>
Total Budget	\$124,420.00

A. ALLOWABLE COSTS

Expenditures shall be limited to the allowable costs as stated in this agreement and in accordance with the Alabama Recycling Fund Grants Program as stated in Chapter 335-13-10. The Grantee shall not retain any grant funds in excess of actual Recycling Program expenses.

B. REVENUE DISBURSEMENT

Funds will be reimbursed to the responsible official as indicated on page 1 of this agreement unless otherwise stated below.

C. REIMBURSEMENT

To receive reimbursement, records to include receipts, proof of payment (cancelled checks and/or credit card statements), and invoices shall be submitted with each semiannual report. All reimbursement requests shall be signed by the responsible official as indicated on page 1 unless otherwise specified herein. All requests for advance funds shall be made to and approved by the Department before purchasing. Reimbursement for any purchases or agreement to purchase made prior to the effective date of this grant agreement without prior written approval may be determined to be ineligible for reimbursement. All requests for reimbursement must be submitted with the semiannual report received by October 15. The Department, at its sole discretion, may request additional justification or documentation relating to any expenditure of grant funds. If this grant agreement includes the disbursement of funds for any purpose as may be deemed operating subsidies by the Department, the grantee shall provide to the Department, in the form of a written report submitted within one (1) year of grant execution, documentation that such subsidies will no longer be required from any future Alabama Recycling Fund Grant or Fund disbursement.

D. SWMP CONSISTENCY

If the Grantee has been awarded funding to revise a Solid Waste Management Plan (SWMP), the SWMP must first be revised and approved by the Department before reimbursement will be made for any other activities associated with this agreement.

Grant # ARF15-06-100

Grantee Initials _____

III. AMENDMENTS

Any amendments or modifications to this grant agreement must be submitted by the listed responsible official and be approved by the Department in writing before becoming effective. Any and all amendments shall be as if incorporated herein.

IV. REPORTING REQUIREMENTS

The grantee shall provide the Department semiannual reports as required by Attachment A: Scope of Services and shall comply with requests for information as the Department may require in order to fulfill the requirements of this agreement and applicable regulations regarding Alabama Recycling Fund Grants and recycling facility (materials recovery facility and recovered materials processing facility) regulations contained in Code of Alabama 335-13-10.

V. EVALUATION METHOD

The Grantee will evaluate the overall project as detailed in the Scope of Services. Such evaluations shall be reported in semi-annual and/or final reports submitted to the Department and are conditional for continued reimbursement as detailed in this Agreement.

VI. RETENTION OF DOCUMENTS

Department personnel will monitor the implementation and timeline of activities and expenditures covered under this agreement. All documents related to this agreement including requests for proposals, invoices, contractual agreements, reports, approvals and correspondence with the Department associated with this agreement must be kept updated and readily accessible to Department staff for at least five (5) years from the execution of the grant agreement and as otherwise required herein. Copies of records shall also be included with each semi-annual report submitted by the Grantee.

VII. FAILURE TO COMPLY

The Department may terminate a grant award in whole or in part and demand refund of grant funds when there is substantial non-compliance with the terms of the award or these rules, a determination made by the Department that the grant was obtained by fraudulent means, found that grant monies have been used for non-allowable costs, or a determination made by the Department that gross abuse or corrupt practices have been used in the administration of the grant project by the Grantee. The Department shall give written notice to the Grantee (via certified mail, return receipt requested) of its intent to terminate a Fund grant, in whole or in part, at least 30 days prior to the intended date of termination. The Department shall afford the Grantee an opportunity for consultation prior to any termination. After such opportunity for consultation, the Department may, in writing (via certified mail, return receipt requested) terminate the Fund in whole or in part. Such action may also result in the Department declaring the Grantee ineligible for further participation in the program until the Grantee complies with the terms of the grant agreement.

Grant # ARF15-06-100

Grantee Initials _____

VIII. PROMOTIONAL, EDUCATIONAL AND OTHER MATERIALS

A copy of promotional and educational materials developed as part of this agreement shall be submitted electronically to the Department prior to public distribution. The Department shall have the right to use any printed materials developed as part of this agreement in any manner the Department deems appropriate. The use of grant funds provided through this agreement utilized for the development and or publication of promotional, educational, and other materials shall cause the same to include the Department logo and the following statement, ***"This project was funded or partially funded by the Alabama Department of Environmental Management through a grant from the Alabama Recycling Fund."*** Such materials shall be maintained by the grantee according to requirements for document retention included herein. Such materials may also not be copyrighted or reserved in any manner.

IX. COMPLIANCE WITH RELEVANT LAWS

The Recipient agrees to comply with all relevant federal, state, and local laws, ordinances or other requirements in the design, construction and operation of the facility, to specifically include environmental regulations. The Recipient shall comply with Affidavit and E-Verify requirements for Ala. Code §§ 31-13-9(a) and (b). Continued, substantial non-compliance may be considered as a failure to comply and result in termination of this agreement for cause. The Recipient is also subject to all provisions of the ADEM Administrative Code, the Solid Waste and Materials Management Act (SWRMMA), and other applicable requirements.

Grant # ARF15-06-100

Grantee Initials _____

STATE OF ALABAMA)
)
 MONTGOMERY COUNTY)

This Agreement is entered into between the East Alabama Recycling Partnership (Grantee) and the Alabama Department of Environmental Management (Department) pursuant to an appropriation from the Alabama Recycling Fund (Fund). This Agreement will provide for a recycling project in Lee County.

The parties hereto agree as follows:

1. Scope of Services

The Grantee will provide services as set out in the Scope of Services, which is included with this Agreement as Attachment A and which is incorporated as if fully set out herein.

2. Payment

A. The Department agrees to reimburse the Grantee an amount not to exceed \$124,420.00 for the services performed under this Agreement. Unless otherwise specified in the workplan, any mileage, travel and per diem costs identified in the budget located herein will be reimbursed in accordance with state law.

B. Unless pre-approved by the Department, the Grantee shall submit invoices not more than once per semi-annual period and in conjunction with the semi-annual report to the Department for actual cost(s) incurred. The final invoice shall be submitted by October 15.

C. Prior to the purchase of any items or the execution of any printing contracts under this agreement with a value less than \$1,000.00, one quote or attempt for a quote of outside costs, including but not limited to copying costs and freight terms, must be obtained. For items with a value from \$1,000.00 to \$3,000.00, two such quotes or attempts for quotes must be obtained. For items with a value greater than \$3,000.00, three such quotes or attempts for quotes must be obtained. The purchase of any items or the execution of any contract shall comply with the Alabama Bid Laws Sections 41-16-20 et. Seq. of the Code of Alabama (1975).

3. Term of Agreement

All work performed under this Agreement shall begin on the date on which this Agreement is executed unless previously approved by the Department, and shall terminate 12 months from the date of execution unless extended by the Department. This Agreement is conditioned upon the receipt of sufficient funds from the Fund and is subject to termination in the event of proration of the Fund. If the term of this Agreement extends beyond one fiscal year, this Agreement is subject to termination in the event that funds are not appropriated for the continued payment of the contract in subsequent fiscal years. This Agreement may be amended by the mutual written agreement of both parties but under no circumstances shall the expiration date be extended or the contract amount be increased without approval in accordance with Section 29-2-41 Code of Alabama 1975.

Grant # ARF15-06-100

Grantee Initials _____

4. Termination of Agreement for Cause

If, through any cause, the Grantee shall fail to fulfill in a timely and proper manner its obligation under this Agreement, or if the Grantee shall violate any of the covenants, agreements or stipulations of this Agreement, the Department shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In that event, any finished or unfinished studies, reports or other work by the Grantee shall, at the option of the Department, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed under this Agreement.

5. Termination for Convenience of the Department

The Department may terminate this Agreement at any time by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination and under the same conditions as herein set forth for the Department, the Grantee may cancel this Agreement. In the event of cancellation, all finished or unfinished studies, reports or other work by the Grantee shall, at the option of the Department, become its property. If the Agreement is terminated by the Department as provided herein, the Grantee shall be paid for all work satisfactorily completed prior to termination.

6. Changes

The Department may, from time to time, require changes in the Scope of Services of the Grantee to be performed hereunder. Such changes, including any increases or decreases in the amount of the Grantee's compensation, which are mutually agreed upon by and between the Department and the Grantee shall be incorporated in written amendments to this Agreement.

7. Title VI and Equal Employment Opportunity

The Grantee will comply with Title VI of the Civil Rights Act of 1964 (88-352) to the end that in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement. There shall be no discrimination against any employee who is employed in the work covered by this Agreement, or against any applicant for such employment, because of race, color, religion, sex, national origin, age or disability covered by the Americans with Disabilities Act. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Grantee shall insert a similar provision in all subagreements for services covered by this Agreement.

Grant # ARF15-06-100

Grantee Initials _____

8. Interest of Members of the Department and Others

No officer, member or employee of the Department and no members of the Environmental Management Commission, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

9. Assignability

The Grantee shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Department.

10. Findings Confidential

Any reports, information, data, etc., given to or prepared or assembled by the Grantee under this Agreement which the Department requests to be kept as confidential shall not be made available to any individual or organization by the Grantee without the prior written approval of the Department, unless such confidentiality would be contrary to the law of the State of Alabama or the United States.

11. Acknowledgment

Videos, films, computer disks, printed information or other materials produced for dissemination under this agreement must include the Department's logo, prominently displayed, along with the following acknowledgment:

"This project was funded or partially funded by the Alabama Department of Environmental Management through a grant from the Alabama Recycling Fund."

12. Reproducible Materials

Any printed information, photographs or art works delivered to the Department under this agreement shall be camera ready and/or computer ready as appropriate. The master tape of any video or audio productions will be delivered to the Department in an immediately reproducible form. Any computer program generated under this agreement will be delivered to the Department in an original and immediately reproducible form.

13. Officials Not to Benefit

No member of or delegate to the Congress of the United States of America, and no resident commissioner, shall be admitted to any share or part hereof or to any benefit to arise herefrom.

Grant # ARF15-06-100

Grantee Initials _____

14. Copyright

No reports, maps, or other documents or products produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Grantee.

15. Audits and Access to Records

The Grantee agrees to abide by the requirements of Code of Alabama 335-13-10. The Grantee agrees that the comptroller General of the United States or any of his/her duly authorized representatives, the Secretary of Commerce or any of his/her duly authorized representatives, the Director of the Department or any of his/her duly authorized representatives, and the Chief Examiner of the Department of Examiners of Public Accounts and any of his/her duly authorized representatives shall, until the expiration of five (5) years from the date of submission of the final report, have access to and the right to audit, examine, and make excerpts or transcripts from any directly pertinent books, documents, papers, and records of the Grantee involving this Agreement. The Grantee agrees to provide access to any or all documents, papers, records and directly pertinent books of the Grantee involving transaction related to this Agreement upon written request from the Department.

16. Taxes

The Grantee is responsible for reporting and making payment of any applicable federal and state taxes which may be due as a result of payments received pursuant to this Agreement.

17. Grantee Not Entitled to Merit System Benefits

In the case of Non-State Agencies under no circumstances shall the Grantee or any of its employees be entitled to receive the benefits granted to State employees under the Merit System Act by reason of this Agreement unless otherwise provided by law.

18. Not to Constitute a Debt of the State/Settlement of Claims

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then the conflicting provision in the Agreement shall be deemed null and void. The Grantee's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama. For any disputes arising under the terms of this Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative hearings or where appropriate, private mediators.

Grant # ARF15-06-100

Grantee Initials _____

19. Requisite Reviews and Approvals

The Grantee acknowledges and understands that this Agreement is not effective until it has received all requisite state government approvals and shall not begin performing work under this Agreement until notified to do so by the Alabama Department of Environmental Management.

20. Immigration Status.

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

CITY OF OPELIKA

By: _____
 Gary Fuller
 Mayor

ALABAMA DEPARTMENT OF
 ENVIRONMENTAL MANAGEMENT

By: _____
 Lance R. LeFleur
 Director



As to Legal Form

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on this
 the _____ day of _____, _____.

Attachment: Fund Grant Agreement (1211 : Alabama Recycling Fund Grant Agreement)

Grant # ARF15-06-100

Grantee Initials _____

ATTACHMENT A**SCOPE OF SERVICES**

Upon the effective date of Agreement signature, the East Alabama Recycling Partnership (Grantee), agrees to effectively and expeditiously facilitate the following Scope of Services:

1. The Grantee will follow and abide by the Agreement as approved or amended. The Grantee will obtain permission from the Department for project related changes or modifications, revisions, and/or amendments to the latest approved agreement prior to expenditure of funds.
2. No deviations from the approved project budget or expenditure of funds other than for the purposes stated in the latest approved agreement are authorized without prior approval from the Department.
3. All funded project reports and financial records will be maintained by the recipient and made available for review and disclosure for a minimum of five years following the grant closeout.
4. The Grantee will submit the first semiannual report to the Department on April 15th. A comprehensive final semiannual report to include an Executive Summary (generalized project summary) will be submitted by the Grantee to the Department by October 15th. All project outputs and deliverables must be completed by the project end date, September 30th. These semi-annual reports will, at a minimum, include:
 - The status/outcome of each project objective and milestone per project application agreement
 - Expenditures of any ARF funds and local funds (documentation for local funds is not required). Required documents needed for ARF grant reimbursements shall include invoices, receipts, proof of payment (cancelled checks and/or credit card statements), and any additional documentation the Department deems necessary.
 - Quantity of recyclable materials collected by material type with out-of-state generated materials reported separately from in-state
 - Price(s) received for marketed recyclables by material type
 - Destination of marketed materials,
 - Documented increase in collections and participation (tonnage prior to implementation vs. tonnage at project completion)
 - If asking for education and outreach funding, include a description of any education or public outreach components and an explanation of how the educational component will directly promote the use of existing or planned local recycling projects.
 - Location/addresses of public recycling bins/containers (lat/long if available)

Grant # ARF15-06-100

Grantee Initials _____

5. If estimation is utilized in providing data, the method of estimation shall also be included in each semi-annual report. Reports shall not be inconsistent with accounting and record-keeping methods such entities may be required to follow by the Alabama Department of Examiners of Public Accounts.
6. Project related videos, films, computer disks, printed information, and other products or materials produced using Alabama Recycling Grant funds must include the Department logo, prominently displayed, along with the following prominently and conspicuously displayed acknowledgement language: ***"This project was funded or partially funded by the Alabama Department of Environmental Management through a grant from the Alabama Recycling Fund."***
7. All education and training related videos, films, computer diskettes, manuals, brochures, and other products and material outputs/deliverables produced will be submitted by the Grantee in Draft form to the Department for review and approval prior to additional grant funds being expended for Final deliverable/output products to be printed, produced, copied, or disseminated.
8. The Grantee agrees to submit at least one project description or project status news article for distribution to local area newspapers or to various other local public media for potential publication or dissemination in any manner as the Department may determine
9. New recycling programs must register on Re-TRAC Connect and be set up to report, if applicable and directed to do so by the Department. Existing recycling programs must be registered on Re-TRAC Connect and in good standing, if applicable and directed to do so by the Department.
10. The Grantee agrees to comply with all requirements and conditions specified in local, state, or federal rules, regulations, laws or ordinances. Grant funding for this project is, at a minimum, subject to Alabama Recycling Fund Grant Regulations contained in ADEM Administrative Code 335-13-10.
11. The Grantee will inform the Department as soon as problems, delays, or adverse conditions become known which will materially impair the ability to complete this Agreement, or to meet outputs/outcomes/milestones specified in this Agreement, for the duration of the Agreement.
12. Property (equipment greater than \$5,000 cost) that is purchased in whole or in part with grant funds must be properly managed and used solely for recycling purposes (e.g. inventory, control system, maintenance, storage, etc.,) for at least five years.

Grant # ARF15-06-100

Grantee Initials _____

ATTACHMENT B**PROJECT BUDGET**

COO- 8' Mesh OCC Trailers	\$25,050.00
COO- 300 Gal Carts (30)	\$11,919.00
COO- 95 Gal Carts (250)	\$13,145.00
LEE- 35 Gal Containers/Lids (20)	\$3,020.00
LEE- Metal Outdoor Receptacles (10)	\$5,590.00
LEE- 28-QT Office Containers (100)	\$670.00
LEE- 41-QT Office Containers (100)	\$1,275.00
LEE- 95 GAL Carts (60)	\$11,700.00
LEE – Bags (100 cartons)	\$7,500.00
AU-42 CY Compactor (1) <i>Partial amount</i>	\$44,551.00
Total	\$124,420.00

RESOLUTION NO. (ID # 1193)

Declaration of Restrictive Covenants for Siddique Nature Center

RESOLUTION NO. _____

**RESOLUTION APPROVING A DECLARATION OF RESTRICTIVE COVENANTS
FOR SIDDIQUE NATURE CENTER; AUTHORIZING THE MAYOR AND THE CITY
CLERK TO RESPECTIVELY EXECUTE AND ATTEST THE DECLARATION OF
RESTRICTIVE COVENANTS AND DIRECTING STAFF TO RECORD THE
DECLARATION OF RESTRICTIVE COVENANTS IN THE OFFICE OF THE
JUDGE OF PROBATE OF LEE COUNTY, ALABAMA**

WHEREAS, the City of Opelika, Alabama (the “City”) holds fee simple title to certain real property in the City of Opelika, Alabama, located on Waverly Parkway; and

WHEREAS, said property was developed with Federal financial assistance provided by the Federal Highway Administration of the United States Department of Transportation; and

WHEREAS, said property is developed as a public outdoor nature center; and

WHEREAS, the City desires to impose on said property restrictive covenants and conditions expressing the City’s intent to preserve said property in perpetuity in its natural state for recreational purposes; and

WHEREAS, a proposed Declaration of Restrictive Covenants (hereinafter the “Declaration”) has been prepared and submitted to the City Council for approval and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Declaration..

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

1. That the proposed Declaration of Restrictive Covenants, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference, be, and the same is hereby approved as to both form and content.

2. That the Mayor and City Clerk be and they hereby are, authorized to respectively execute and attest the Declaration for and on behalf of the City.

3. That City Staff be, and are, directed to record the fully executed Declaration of Restrictive Covenants in the Office of the Judge of Probate of Lee County, Alabama.

4. That this Resolution shall take effect upon its passage and adoption by the City Council.

ADOPTED AND APPROVED this the _____ day of _____, 2015.

PRESIDENT PRO-TEM CITY COUNCIL
CITY OF OPELIKA, ALABAMA

ATTEST:

CITY CLERK

STATE OF ALABAMA

LEE COUNTY

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (“Declaration”) made this the ____ day of July, 2015, by the City of Opelika, Alabama, a municipal corporation (the “Owner”). As used herein, the term “Owner” shall include the successors or assigns of the City of Opelika and all subsequent owners of the “Property” (as hereinafter defined).

RECITALS

WHEREAS, the Owner holds fee-simple title to certain real property in the City of Opelika, Lee County, Alabama, located on Waverly Parkway (alternate U.S. 280) described in Exhibit “A” attached hereto and made a part hereof (the “Property”); and

WHEREAS, Owner desires to impose on said Property restrictive covenants and conditions expressing Owner’s intent to preserve said Property as shown on Exhibit “A” in perpetuity in its natural state for recreational purposes; and

WHEREAS, said Property was developed with Federal financial assistance provided by the Federal Highway Administration of the United States Department of Transportation; and

WHEREAS, said Property is developed as a public outdoor nature center; and

WHEREAS, the Owner is desirous of making a binding commitment to assure that said Property shall be developed in accordance with representations and commitments made by the City to the Federal Highway Administration and the Siddique family.

NOW, THEREFORE, the Owner voluntarily covenants and agrees that the Property shall be subject to the following restrictions that are intended and shall be deemed to be

covenants running with the land and binding upon the Owner of the Property, and its successors and assigns, as follows:

1. That the recitals and findings set forth in the preamble of this Declaration are hereby adopted by reference thereto and incorporated herein as if fully set forth in this section.

2. The Property has been acquired or developed with Federal financial assistance provided by the Federal Highway Administration of the United States Department of Transportation in accordance with the Recreational Trails Program. Therefore, this Property may not be converted to other than public outdoor recreation uses without express written approval. By law, the approval of such conversion shall occur only if it is found to be in accordance with the existing comprehensive statewide outdoor recreation plan and only upon such conditions as deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and/or reasonably equivalent usefulness and location.

3. The Property shall be maintained in its natural, scenic and open condition and restricted from any development or use that would impair or interfere with the recreational and conservational purposes of this Declaration.

4. The Property shall be named and known as the Siddique Nature Center.

5. It is understood and agreed that any official of the United States or of the State of Alabama has the right at any time during normal business hours of entering and investigating the use of the Property, to determine whether the conditions of this Declaration are being complied with.

6. Any action to enforce the terms and conditions of this Declaration may be brought by the United States or the State of Alabama and may be, at law or in equity, against any party or

person violating or attempting to violate any provisions of this Declaration or provisions of this Declaration.

7. It is the intention of Owner that the restrictions contained in this Declaration shall run with the land and with the title to the Property in perpetuity, and shall apply to and be binding upon and inure to the benefit of the successors and assigns of Owner and to any and all parties hereafter having any right, title or interest in the Property or any part thereof.

8. The Owner, its successors and assigns, reserves all rights as Owner of the Property, including the right to engage in uses of the Property that are not prohibited herein and that are not inconsistent with this Declaration. Passive recreational uses that are not contrary to the purpose of this Declaration are permitted.

9. This Declaration shall be recorded in the public records of the Lee County, Alabama Probate Office at the cost of the Owner.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this the ____ day of _____, 2015.

**CITY OF OPELIKA, ALABAMA,
a municipal corporation,**

GARY FULLER
Title: Mayor

ATTEST:

ROBERT G. SHUMAN
CITY CLERK

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that GARY FULLER and ROBERT G. SHUMAN, whose names as Mayor and City Clerk respectively, of the City of Opelika, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me this day, that, being informed of the contents of said instrument they, as such officers and with full authority, executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office this the ____ day of July, 2015.

NOTARY PUBLIC
MY COMMISSION EXPIRES:_____

RESOLUTION NO. (ID # 1210)

Budget Adjustment, Legal Services - City Clerk

RESOLUTION NO. _____

WHEREAS, the Legislative/City Clerk's Office is required to pay for various legal expenses that are incurred when the City is involved in litigation and other issues such as historical matters, demolitions and recently a leachate issue requiring the retaining of outside legal counsel; and

WHEREAS, the legal services account within the Legislative/City Clerk budget, does not have enough funds to cover the projected legal expenses for the remainder of the 2014-2015 fiscal year,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City Opelika, Alabama, a municipal corporation, as follows:

-) That the Mayor and Controller are hereby authorized and directed to make a budget adjustment to the Legislative/City Clerk's Office, in the amount of \$25,000.00, to increase the legal services account, with said funds coming from the Un-Assigned Fund Balance.

APPROVED and ADOPTED this the ____ day of _____, 2015.

President pro-tem City Council

City of Opelika, Alabama

Attest:

Robert G. Shuman, CMC

City Clerk - Treasurer

RESOLUTION NO. (ID # 1217)

Barbasol Sponsorship, Expenditure of Public Funds

RESOLUTION NO. _____

**RESOLUTION APPROVING SPONSORSHIP FOR BARBASOL CHAMPIONSHIP
AND AUTHORIZING THE EXPENDITURE OF PUBLIC FUNDS IN ACCORDANCE
THEREWITH**

WHEREAS, in August, 2014, the Professional Golfers Association (hereinafter referred to as “PGA”) announced that the Barbasol Championship will be added to the schedule as a new event beginning in 2015; and

WHEREAS, Barbasol and the Robert Trent Jones Foundation entered into a four year contract establishing the Barbasol Championship; and

WHEREAS, the tournament will be played on the Grand National Course of the Robert Trent Jones Golf Trail in Opelika, Alabama; and

WHEREAS, the Barbasol Championship is recognized as a premier event in the State of Alabama and will make significant contributions to the local economy; and

WHEREAS, it is estimated that the Barbasol Championship will bring over twenty-five million dollars (\$25,000,000) into the Opelika-Auburn economy and attract approximately fifty thousand (50,000) spectators; and

WHEREAS, the Golf Channel will broadcast all four rounds of the Barbasol Championship, providing invaluable exposure for the Opelika-Auburn metro area; and

WHEREAS, the Barbasol Championship event provides sponsorship opportunities that align with the City of Opelika’s economic development goals; and

WHEREAS, an executive Sponsorship package at the \$32,500 level consists of a climate-controlled skybox with indoor/outdoor seating for eighty (80) persons per day and 500

skybox tickets; and

WHEREAS, in order to induce the PGA to schedule the Barbasol Championship in Opelika, the City agreed to appropriate funds for said executive level Sponsorship, which amount is used to host the Barbasol Championship; and

WHEREAS, the City Council has determined and declares that a public purpose is served by the expenditure of public funds for said Sponsorship and said Sponsorship will advance the economic interests of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Opelika, Alabama (the “City”), as follows:

1. That the foregoing recitals are confirmed, adopted and incorporated herein and made a part hereof by this reference.
2. That for the purpose of sponsoring the 2015 Barbasol Championship, the City does hereby agree to appropriate the amount of \$32,500 to the 2015 Barbasol Championship.
3. That in the event the Grand National Golf Course is chosen as the site of the Barbasol Championship for calendar years 2016, 2017 and/or 2018, the City does hereby agree to purchase the same level Sponsorship for those years in which the Barbasol Championship is held in Opelika.
4. That all sponsorship fees will be paid from the tourism account of the Economic Development Department.
5. That the Mayor and the Controller are hereby authorized to expend funds in furtherance of the approved Sponsorship and the Mayor is authorized to execute appropriate documentation to formalize the Sponsorship.
6. That the Mayor, the Controller and the Director of Economic Development are hereby authorized to take such additional action as may be necessary to implement the purpose

of this Resolution.

7. That the Mayor and the Controller are hereby authorized and directed to make the necessary accounting and budgetary entries to carry into effect the intent of this Resolution.

8. That this Resolution shall take effect upon its passage and adoption by the City Council.

ADOPTED AND APPROVED this the _____ day of _____, 2015.

PRESIDENT PRO-TEM CITY COUNCIL
CITY OF OPELIKA, ALABAMA

ATTEST:

CITY CLERK

RESOLUTION NO. (ID # 1218)

Contract for Security Maintenance and Support, Icotech, Inc.

RESOLUTION NO. _____

**RESOLUTION TO ACCEPT QUOTATION AND AWARD CONTRACT
TO ICOTECH, INC. FOR SECURITY MAINTENANCE AND SUPPORT**

WHEREAS, IcoTech, Inc. (hereinafter “IcoTech”) specializes in providing electronic security systems; and

WHEREAS, IcoTech heretofore installed the security systems at the Opelika Power Services (“OPS”) campus; and

WHEREAS, said security systems are a significant investment so that it is important to maintain, support and service them properly; and

WHEREAS, IcoTech has prepared and submitted to the City Council a quotation for extended warranty support and maintenance services for the following systems for the Opelika Power Services building and Opelika Fiber Services building: IP video surveillance and recording system, card access system and outdoor VoIP intercom system; and

WHEREAS, IcoTech proposes to provide extended warranty support and maintenance service for a term of three (3) years at the rate of \$29,480.00 per year; and

WHEREAS, the City Council desires to accept the quotation submitted by IcoTech and award the Agreement for Extended Warranty Support Services to IcoTech.

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

1. That the quotation submitted by IcoTech, a copy of which is attached hereto and marked as Exhibit "A", be and the same is hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City Council with such changes thereto (by addition, deletion or substitution), as the Mayor shall approve, which approval shall be conclusively evidenced by the execution and delivery of said Agreement.

2. That the quotation submitted by IcoTech is hereby accepted and the Mayor is hereby authorized and directed to execute and deliver in the name and on behalf of the City an Agreement with IcoTech for extended warranty and support services.

3. That the officers of the City and any person or persons designated and authorized by any officers of the City to act in the name and on behalf of the City, or any one or more of them, are authorized to do or cause to be done or performed in the name and on behalf of the City such other acts and to execute and deliver or cause to be executed and delivered in the name and on behalf of the City such other notices, certificates, assurances or other instruments or other communications under the seal of the City or otherwise, as they or any of them deem necessary or advisable or appropriate in order to carry into effect the intent of the provisions of this Resolution and the attached quotation.

4. That the Mayor and Controller are hereby authorized and directed to make all necessary budget and accounting entries to carry into effect the intent of this Resolution.

5. That the Purchasing-Revenue Manager is authorized and directed to issue all necessary and appropriate purchase orders to implement this Resolution.

6. That this Resolution shall take effect upon its passage and adoption by the City Council.

ADOPTED AND APPROVED this the _____ day of _____, 2015.

PRESIDENT PRO-TEM CITY COUNCIL
CITY OF OPELIKA, ALABAMA

ATTEST:

CITY CLERK



Quotation

Customer	Opelika Power Services
Project	OPS and OFS buildings
Quote to	Mr. Craig Uptagrafft
Date	07/07/2015
Valid for	30 Days
Quote ID	070715-1

Craig,

Per your request, we are pleased to provide the following quotation:

Provide extended warranty support for the following systems for the Opelika Power Services building (OPS) and Opelika Fiber Services building (OFS):

- IP Video surveillance and recording system
- Card Access system
- Outdoor VoIP intercom system

1.01 Warranty covers all items provided by Warrantor including:

- NVR software (includes updating to most current production version) (base package plus 57 camera licenses)
- NVR Application server (1)
- NVR Storage server (1)
- Workstation computers and monitors / Touchscreens (3)
- Camera viewing and retrieval workstations
- POE Network switches (2)
- DIN Rail mount switches for site cameras (5)
- Rack mount KVM (1)
- Interior IP Cameras (22)
- Exterior IP Cameras (35)
- Exterior VoIP Intercoms (2)
- Surge suppressors for outdoor cameras (35)
- Rack Mount Power supplies (3)
- Exterior Site Power supplies (5)
- S2 Extreme network controller (1)
- S2 Netbox extreme software (includes updating to most current production version) (1)
- S2 Network Nodes (2)
- HID iCLASS Card readers (29)
- Magnetic locks (1)
- Electric strike locks (13)

July 7, 2015

Page 2 of 3

Quote ID # 070715-1

1.02 Terms and Conditions:

1. This Agreement is made this _____ day of _____, 2015, between ICOTECH, Inc. ("Warrantor"), with a principal place of business at Montgomery, Alabama and Opelika Power Services ("Customer") with a principal place of business at 600 Fox Run Parkway Opelika, Alabama.
2. The Warrantor desires to furnish extended warranty for the Systems. The Customer desires to have the Warrantor provide extended warranty for the Systems. It is therefore agreed:
3. In accordance with this Agreement, the Warrantor shall upon execution of this Agreement renew the original factory warranty for the Systems and equipment described in section 1.01 above. This renewal includes all parts and labor necessary to fulfill the obligations of the warranty agreement.
4. The term of this Agreement shall commence as of the _____ day of _____ 2015 and shall continue in full force and effect until the _____ day of _____ 2018 ("Initial Term") and shall automatically be terminated thereafter unless renewed by both of the parties pursuant to this Agreement. Following the completion of the first year of service, either party, by giving at least sixty (60) days written notice to the other party, may terminate this Agreement. In any event, this Agreement shall be in effect for a minimum of one (1) year unless terminated pursuant to Section 1.02 - 13 hereof.
5. Warrantor shall, at the request of the Customer, restore damaged, defective, or non-functioning parts or components to full working order in accordance with the original project specifications and Original Equipment Manufacturer (OEM) product specifications. Warrantor may, at its option, have the part(s) repaired or may replace the part(s) with a new part of identical design. If a new part of identical design is not available, the Warrantor shall provide a part that meets or exceeds the specifications of the original part.
6. Warranty claims may be made via email or telephone Monday through Friday 8:00 am to 5:00 pm Central time. Warrantor shall respond to a warranty claim from the Customer within one (1) business day unless special non-stocked parts are required. In the event that special non-stocked part(s) are required for the repair, Warrantor shall make every reasonable effort to expedite acquisition and delivery of such part(s).
7. The following items are excluded from this Agreement and Warrantor shall have no responsibility whatsoever with regard to them: Parts or components damaged or destroyed by acts of God (i.e., earthquake, flooding, tornado, lightning, etc.); any parts or components for electronic control systems and devices other than the Systems described above; any part or component damaged or destroyed due to negligence, deliberate misuse or malicious action.
8. In consideration for the extended warranty described above provided by Warrantor:
 - (a) The Customer shall pay the Warrantor the rate of \$29,480.00 (Twenty Nine Thousand Four Hundred Eighty and No/100's.....Dollars per year at the commencement of each one (1) year term.
 - (b) In addition to the amount specified in (a) immediately above, the Customer shall pay to the Warrantor the amount of any tax imposed on the Customer by any existing or future law and the amount of any and the amount of any tax imposed on the Warrantor or its supplies under any law becoming effective after the date of this Agreement that is based on or incident to the transfer, use,

Attachment: Icotechcontract (1218 : Contract with Icotech INC for Security Maintenance)

July 7, 2015

Page 3 of 3

Quote ID # 070715-1

ownership, or possession of the parts, equipment, and materials or to the services involved in the performance of the obligations of the Warrantor under this Agreement.

9. Warrantor will not be liable to Customer, or to anyone who may claim any right due to a relationship with Customer (including, but not limited to, officers, employees, agents and representatives of Customer, invitees, licensees and guests of Customer, for any acts or omissions in the performance of services under this Agreement or on the part of the employees or agents of Warrantor unless the acts or omissions are due to the willful misconduct of Warrantor. Customer shall indemnify and hold Warrantor free and harmless from any obligations, costs, claims, judgments, and attorney's fees, and attachments arising from, growing out of, or in any way connected with the services rendered to Customer under this Agreement, unless Warrantor is judged by a court of competent jurisdiction to be guilty of willful misconduct.
10. Customer agrees to comply with all reasonable requests of Warrantor necessary to the execution of Warrantor's duties under this Agreement.
11. Customer agrees to assist Warrantor in the performance of the Services under this Agreement by complying with any reasonable request for information in relation to a warranty issue or in providing physical access to warranted items or remote internet access to the system network for remote troubleshooting.
12. This Agreement shall continue in force and effect until terminated by the provisions as set forth in Section 1.02 - 13 or by written termination by one of the parties as provided in Section 1.02 - 4
13. This Agreement shall terminate automatically on the occurrence of any of the following events:
 - (1) Bankruptcy or insolvency of either party;
 - (2) Sale of the business of either party;
 - (3) Death or dissolution of either party;
 - (4) Assignment of this Agreement by either party without the consent of the other party.

This quotation is valid for thirty (30) days from the date first written above.

If you have any questions regarding this quotation, please do not hesitate to call our office.

Agreed and accepted

WARRANTY COMPANY

ICOTECH, Inc.

By: _____

Its: _____

P.O. Box 210424
Montgomery, Alabama 36121
Phone (334) 386-9996

CUSTOMER

Opelika Power Services

By: _____

Its: _____

600 Fox Run Parkway
Opelika, Alabama 36801
Phone (334) 705-5582

Attachment: Icotechcontract (1218 : Contract with Icotech INC for Security Maintenance)

RESOLUTION NO. (ID # 1234)

Expense Report / Mayor Fuller

RESOLUTION NO. _____

BE IT RESOLVED, by the City Council of the City of Opelika, Alabama, as follows:

-) That the following employees were required by the City of Opelika to travel on City business and/or attend a training session, meeting or conference.

Employee	Department	\$ Amount
-----	-----	
Gary Fuller	Mayor	5,999.10

-) That attached is an expense report(s) prepared, dated and signed by the City employee or official covering the various expenses incurred on said trip and reviewed/approved by the City's accounting department and City official(s).
- 3) That the Opelika City Council hereby approves the attached expense reports for reimbursement to said City employee or official.
- 4) That the Mayor and/or appropriate City official is hereby directed and authorized to take the necessary steps so a check can be prepared covering the attached expense reports.
- 5) That the City Treasurer is authorized to sign said check so it can be delivered to the appropriate City employee or official.

ADOPTED and APPROVED this the _____ day of _____, 2015.

President pro-tem City Council
City of Opelika, Alabama

ATTEST:

Robert G. Shuman, CMC
City Clerk - City Treasurer

NAME

Name Gary Fuller

DEPARTMENT

Department 5105

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS			ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUB- LIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
SUN 10/25/15	Atlanta to Seoul, Korea (Ronnie Wilson)		5,999.10									5,999.1
MON												0.0
TUE												0.0
WED												0.0
THU												0.0
FRI												0.0
SAT												0.0
WEEKLY CATEGORY TOTALS \$		0.00	5,999.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,999.1

WEEKLY TOTAL EXPENSES

DATE	NAME OF PERSON(S) ENTERTAINED; COMPANY, TITLE	TIME & PLACE	NATURE & PUPOSE OF ENTERTAINMENT	AMOUNT	% OR \$ ALLOCATED TO BUSINESS

NUMBER OF DAYS AWAY FROM HOME

6

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

100%

NATURE OR PURPOSE OF TRAVEL

Economic Development trip to Seoul, Korea
(Ticket for Ronnie Wilson - OIDA)

METHOD OF REIMBURSEMENT

DEDUCT FROM
MY ADVANCE

MAIL TO

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

Employee Gary Fuller

Department Administration

SIGNATURE

APPROVED BY