



OPELIKA CITY COUNCIL
“ REGULAR MEETING AGENDA “
204 South 7th Street
January 19, 2016
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
4. PLEDGE OF ALLEGIANCE
 1. Warner McDonald and Trindon Manior from Jeter Primary School.
5. READING OF MINUTES
 1. Minutes from the January 5, 2016 City Council Meeting.
6. UNFINISHED BUSINESS
7. REMARKS BY THE MAYOR
 1. Recognize 20<40 class member - Antonio Fanning.
 2. Announce re-appointment to Planning Commission - Lucinda Cannon.
 3. Recognize the Police Officer of the Quarter - Chad Leverette.
8. CITIZEN COMMUNICATIONS (Limit comments to five minutes or less)
9. REPORT OF DISBURSEMENTS
10. COMMITTEE REPORTS
11. GENERAL BUSINESS
 1. Annual Request for March for Babies on Sat. April 16, 2016.
 2. Annual Request , Run to Read on 10-15-16.
 3. Request by Cock of the Walk, Restaurant Retail Liquor & Retail Beer on Premise License.
 4. Public Hearing, Amend Cannon Gate Master Plan, Live Oak Circle
12. AWARDING OF BIDS
 1. Oral Recommendation - One (1) Aerator - PW
13. RESOLUTIONS
 1. Expense Reports from Various Depts.
 2. Change Order for Fleet GPS System - IT
 3. Agreement with PRA-GS for Auditing Franchise Agreements - Revenue

4. Agreement with Johnson Controls Service Agreement - P&R.
5. Fireworks Agreement with Opelika Board of Education - P&R.
6. Renew Contract with Palmetto Eng. for Crescentlink Fiber Network - OPS
7. 2016 Workers' Compensation Renewal - HR.
8. Agreement, Goodwyn-Mills & Cawood, Design for Northpark Drive for GSF - Eng.
9. Request for Bike Race in Downtown Opelika on 2-28-16.
10. Authorize Use of Electronic Voting Equipment.
11. Special Appropriation, Child Care Resource Center, Dad's League.
12. New Job Classification, Senior Utility Billing Technician - OPS
13. Increase Number of Positions, Inmate Work Detail/Evidence Clerk - OPD.

14. **ORDINANCES**

1. Amend Zoning Ord. & Map from R-3,GC R-5,GC & C-3,GC to PUD. - Second Reading
2. Amend City Code, Section 28-26 Tampering Fee Section - OPS - Second Reading.
3. Amend Cannon Gate PUD Master Plan, Live Oak Circle. - First Reading
4. Amend, City Code, Chapter 2 Article IV, Add Sec 2-150 & 2-151, Competitive Bidding - First Reading
5. Amend City Code, Section 9-31.1, International Fire Code - First Reading.

15. **APPOINTMENTS**

1. Reappoint Ben Hand Municipal Judge. New term expires 1-31-18.
2. Reappoint Jeff Tickal Asst. Municipal Prosector. New term expires 1-31-18.

3. EXECUTIVE SESSION

16. **ADJOURN**



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

CM MINUTES (ID # 1521)

Meeting: 01/19/16 07:00 PM
Department: City Clerk
Category: CM Minutes
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:
DOC ID: 1521

Minutes from the January 5, 2016 City Council Meeting.



OPELIKA CITY COUNCIL
“ REGULAR MEETING MINUTES “
 204 South 7th Street
January 5, 2016
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

Councilman David Canon provided the invocation.

4. Pledge of Allegiance

President pro-tem Patsy Jones lead the pledge of allegiance.

5. Reading of Minutes
 1. Minutes from City Council Meeting of 12-15-15.
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: Larry Gray, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith

6. Unfinished Business

7. Remarks By the Mayor

Mayor Fuller asked Joey Motley, City Administrator, to introduce the new Library Director. Mr. Motley introduced Rosanna McGinnis who started on Monday.

Mayor Fuller presented a summary of the Red Light Camera violations for 2015.

1. Building Permit Report - December 2015.
 Mayor Fuller called on Joey Motley to present a summary of the December 2015 Building Permit Report.
2. Recognize 20<40 class member - Jon Ham.
 Mayor Fuller recognized Jon Ham who was in the audience.

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 by Chipotle Mexican Grill LLC for a Restaurant Retail Liquor & 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
 2. Request by Freedom Fuels LLC for a Retail Beer & Wine Off Premise License.

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

3. Public Hearing for Demolition - 501 Lee Street

President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said demolition. No one came forward to speak. President Smith closed the public hearing.

4. Public Hearing, Fix Assessment for Removal of Building - 1201 Elliott Avenue

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, Fix Assessment for Removal of Building - 1309 S. Long Street

President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said assessment. Catrina Cook stated that her and her husband have renovated many houses and purchase 1309 S. Long Street in 2014 in hopes of doing the same thing. I feel that we were not given a fair opportunity to renovate said building. There are several houses in the area that are a lot worse. The assessment amount is much higher than the quotes we got.

Jeff Kappelman, City Chief Building Inspector, stated the process was started over in August 2015 and he never got a favorable response from the property owner.

Council Gray asked Mr. Kappelman about Mrs. Cook's comment about being asked to call back. Mr Kappelman stated that all phone calls are returned in the Inspection department and that the positions in the Inspection Department are covered when someone is out sick or on vacation. President Smith closed the public hearing.

6. Public Hearing, Amend Zoning Map, from R-3,GC R-5,GC & C-3,GC to PUD

Jerry Kelley, Planning Director, presented a summary of said re-zoning. President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said re-zoning. No one came forward to speak. President Smith closed the public hearing.

12. Awarding of Bids

1. Bids 001-16 Uniform Purchase and Rental - ALL

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

2. Bids 002-16 Bush Road Project - ENG

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

13. Resolutions

1. Resolution 003-16 Expense Reports from Various Departments.

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

2. Resolution 004-16 Designate City Personal Property Surplus and Authorize Disposal

- RESULT:** APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Larry Gray, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
3. Resolution 005-16 Resolution Ordering Demolition - 501 Lee Street
RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
4. Resolution 006-16 Fix Assessment for Demolition of Building - 1201 Elliott Avenue
RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
5. Resolution 007-16 Fix Assessment for Demolition of Building - 1309 S. Long Street
RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
6. Resolution 008-16 Authorize Retirement and Disposition of Police Service Dog - OPD
RESULT: APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Larry Gray, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
7. Resolution 009-16 Purchase One (1) Dual Purpose Canine - OPD
RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gray, Smith T, Canon, Smith
8. Resolution 010-16 Purchase Cisco Network Equipment - IT Dept.
RESULT: APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Larry Gray, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
9. Resolution 011-16 Amend & Extend Probation Services Contract - Municipal Court.
RESULT: APPROVED [UNANIMOUS]
MOVER: Larry Gray, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
10. Resolution 012-16 Personal Property Lease Agreement with Lee County - SW
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
11. Resolution 013-16 Change Number of Positions & Org. Chart - SW.

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

12. Resolution 014-16 Special Appropriation, JW Darden Foundation

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

13. Resolution 015-16 Special Appropriation, Boys & Girls Club

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

14. Ordinances

1. Ordinance 100-16-ORD Amend Personnel P&P Manual, Section 12.5, Educational Assistance Program - Second Reading.

RESULT: **SECOND READING AND APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gray, Smith T, Canon, Smith

2. Ordinance Amend City Code, Section 28-26 Tampering Fee Section - OPS - First Reading.

Councilman Smith T introduced this ordinance for a First Reading.

RESULT: **FIRST READING INTRODUCED**

3. Ordinance Amend Zoning Ord. & Map from R-3,GC R-5,GC & C-3,GC to PUD. - First Reading

Councilman Canon introduced this ordinance for a First Reading.

RESULT: **FIRST READING INTRODUCED**

15. Appointments

There were no appointments.

16. Adjourn

These City Council meeting minutes of 1-5-16 are hereby adopted and approved this the ____ day of _____, 2016.

/s/

President of the City Council

City of Opelika, Alabama

ATTEST:

City Clerk - Treasurer

1. Motion to adjourn.

This council meeting was adjourned at 7:30 pm.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Patricia Jones, President Pro-Tem

SECONDER: Larry Gray, Council Member

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



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 1526)

Meeting: 01/19/16 07:00 PM
Department: City Clerk
Category: Request / Temp Street Closure
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:

DOC ID: 1526

Annual Request for March for Babies on Sat. April 16, 2016.



Alabama Chapter – Central
Division

71 Market Place
Montgomery, AL 36117
Telephone (334) 277-6910
Fax (334) 279-7362
lgross@marchofdimes.com

marchofdimes.com

Linda B. Gross
Sr. Community Director

January 7, 2016

City of Opelika
Parks and Recreation Board of Directors
PO Box 1026
Opelika, AL 36801

Dear Board Members:

The March of Dimes works to end premature birth and other problems that threaten our babies. We help moms have full-term pregnancies and healthy babies. If something goes wrong, we offer information and comfort to families. We research the reasons why babies are born too soon or very sick and work on preventions.

March for Babies is the March of Dimes signature event, raising millions of dollars annually to help us find the answers to preterm birth, birth defects and infant mortality.

For the past ten years, more than 400 volunteers have participated, annually, in March for Babies Day at Opelika Municipal Park. The park is a perfect setting to recognize the accomplishments and efforts of our walk teams, business sponsors, family teams and volunteers who have joined the fight against premature birth.

On behalf of the March of Dimes and our dedicated volunteers, we would like to request approval and permission to hold our annual March for Babies celebration and walk at Opelika Municipal Park on Saturday, April 16, 2016.

As in previous years, we will be submitting a request for approval from Mayor Fuller and the Opelika City Council and will work closely with the Opelika Police Department to arrange the 3-mile walk route through the adjoining neighborhoods. We will also work with Matthew Battles to ensure all guidelines for the park are followed.

Registration for the walk will begin at 8am. The opening ceremonies will begin at 9am, with the walk commencing soon thereafter. All activities for the event are scheduled to be completed by noon.

We sincerely appreciate your consideration of this request, and welcome each of you to join us April 16th in the March to give all babies a fighting chance.

Warm regards,

Linda Gross
Senior Community Director
Alabama Chapter

Vince Jackson
2016 March for Babies Chair
Director of Operations, Afni Opelika

The March of Dimes is a 501 (c)(3) nonprofit organization. Federal Tax ID 13-1846366.
No goods or services, in whole or in part, were provided in exchange for the contribution. This donation is tax deductible to the fullest extent allowed by law.



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 01/19/16 07:00 PM
Department: City Clerk
Category: Request / Temp Street Closure
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:

GENERAL BUSINESS (ID # 1527)

DOC ID: 1527

Annual Request , Run to Read on 10-15-16.

To: Opelika City Council

From: Rich Bailey, Race Director Jean Dean RIF Run to Read Event

Subject: Request Approval for 9th Annual Run to Read, Oct 15th, 2016

On behalf of Cathy Gafford and the Jean Dean RIF (Reading is Fundamental) Project I would like to thank Mayor Fuller and the Opelika City Council for their past support of the Run to Read Benefiting Jean Dean RIF. With the help of some great sponsors, over \$7000 was raised to help Executive Director Cathy Gafford purchase books for Alabama's at risk preschool children. Special thanks to Mike Hilyer and all of ESG for their continued support of our requests. We also appreciate the support of Sam Bailey, Reid Pope and the Parks and Recreation Department of Opelika for their help. Thank you to the Opelika Public Safety for helping with and participating in our annual event.

The Run to Read committee appreciates being allowed to use Floral Park as our race day event activity and registration site. It has been a perfect venue for our annual event. The race committee would like to request the City Council approve Saturday Oct 15th for our 9th Annual race and walk.

The race routes request remains the same. We would like to have our 2nd 8k run to supplement the 5k route that has been in place since the Run to Read first began. As in the past we provide safety signs along the route as well as 40 volunteers monitoring the intersections and at least 2 safety drivers leading and following our runners.

Our request includes the any available help the police force has to support our safety efforts. We also request the use of barriers, cones and safety vests supplied by ESG in same manner as past. Because of the growth of the event we would appreciate any help from the City EMT on site however we understand if resources are short this option may not be available. We also wish to continue to use the facilities available at Floral Park for our Race morning activities which takes place from 6:00 AM through about 10:00 AM.

We would request the approval for us to once again use campaign size signs to mark the route with direction arrows and safety information such as "Race in Progress" "Caution Runners ahead". No sponsors will be on signs used to mark our race route. The signs will be placed out the morning of race and immediately picked up following the event. Thank you for considering this request of Saturday Oct 15th, 2016 for the 9th Annual Run to Read Benefiting Jean Dean RIF.

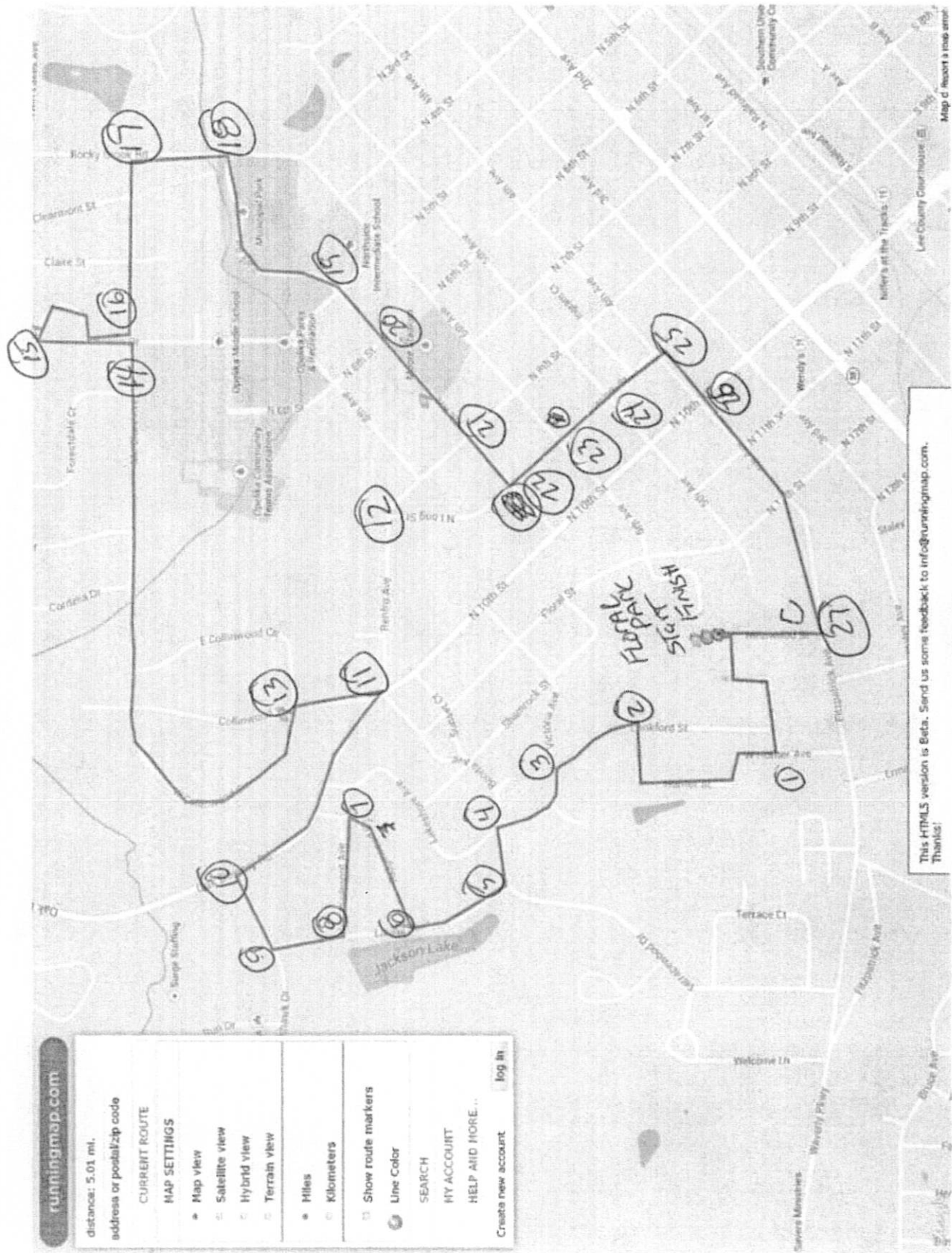
Sincerely,

Rich Bailey,
Volunteer Race Director
663-2197

Attachment: CM 1-19-16, Annual request Run to Read on 10-15-16. (1527 : Annual Request , Run to Read on 10-15-16.)



Attachment: CM 1-19-16, Annual request Run to Read on 10-15-16. (1527 : Annual Request , Run to Read on 10-15-16.)





City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 1519)

Meeting: 01/19/16 07:00 PM
Department: Purchasing and Revenue
Category: Business & Alcohol License
Prepared By: Martha Wright
Initiator: Martha Wright
Sponsors:

DOC ID: 1519

Request by Cock of the Walk, Restaurant Retail Liquor & Retail Beer on Premise License.

**City Council**204 South 7Th Street
Opelika, AL**SCHEDULED****GENERAL BUSINESS (ID # 1494)**

Meeting: 01/19/16 07:00 PM

Department: Planning

Category: Public Hearing

Prepared By: Marty Ogren

Initiator: Gerald (Jerry) Kelley

Sponsors:

DOC ID: 1494

Public Hearing, Amend Cannon Gate Master Plan, Live Oak Circle

The amendment to the original 2007 master plan (Ord #101-07) is to allow six detached single family homes constructed instead of two triplex cluster homes. The 1.9 acre property will be subdivide into six lots. A single family home will be built on each lot. There is no change in density between the original master plan and the proposed amendment to construct six single family homes. The applicant believes the local housing market favors single family homes rather than triplex homes. See the attached Planning Commission report with maps.

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Opelika will hold a Public Hearing on Tuesday, January 19, 2016, at 7:00 p.m. in the City Council Chambers of the Municipal Building, 204 S. 7th Street, Opelika, Lee County, Alabama.

PURPOSE

The purpose of said Public Hearing will be to consider the adoption of an ordinance to amend the Development Plan for Cannon Gate PUD. The Development Plan for Cannon Gate PUD was approved by the City Council as required by Section 8.18(n) of the Zoning Ordinance of the City. At said Public Hearing all who desire to be heard shall have the opportunity to speak for or in opposition to the adoption of the following ordinance:

ORDINANCE NO. _____

ORDINANCE TO AMEND THE DEVELOPMENT PLAN FOR CANNON GATE PUD

BE IT ORDAINED by the City Council (the "City Council") of the City of Opelika, Alabama (the "City") as follows:

Section 1. FINDINGS. The City Council has determined and hereby finds and declares that the following facts are true and correct:

- (a) Mae's Pasture, LLC heretofore submitted to the City a Development Plan for a planned unit development ("PUD") entitled "Cannon Gate PUD" consisting of approximately 163.77 acres.
- (b) Pursuant to Ordinance No. 101-07, the City Council approved said Development Plan for Cannon Gate PUD and amended the Official Zoning Map of the City to designate the zoning classification of Planned Unit Development ("PUD") for approximately 163.77 acres located on the west side of Oakbowery Road and north of Blackhawk Drive.
- (c) LCR Partners, LLC, the owner of Lots A-1-2 and A-1-3 of Cannon Gate Subdivision has heretofore submitted to the City a proposed amended Development Plan for said Lots A-1-2 and A-1-3.
- (d) The amended Development Plan for said Lots A-1-2 and A-1-3 provides for the division of said lots into six (6) single family lots for single family detached

residences. The current Development Plan as approved by the City Council provides for the construction of two (2) triplex units on said lots.

(e) The Planning Commission of the City of Opelika heretofore conducted a public hearing on the proposed amended Development Plan.

(f) The Planning Commission recommended denial of the amended Development Plan for Cannon Gate PUD.

(g) It is advisable and in interest of the City and the public interest that the amended Development Plan be approved.

Section 2. Approval of Amended Development Plan. The amended Development Plan as submitted for review is hereby approved and confirmed as required by Section 8.18(n) of the Zoning Ordinance of the City.

Section 3. Retention of Copies of the Amended Development Plan. The copies of the amended Development Plan shall be maintained in the office of the City Clerk, City Planner, City Engineer, and Building Official and shall be open for public inspection.

Section 4. Repealer. That any ordinance or part thereof in conflict with the provisions of this Ordinance be and the same are hereby repealed.

Section 5. Effective Date. This Ordinance shall become effective upon its adoption, approval and publication as required by law.

Section 6. Publication. This Ordinance is to be published one (1) time in a newspaper of general circulation in the City of Opelika, Lee County, Alabama.

WITNESS my hand this the ____ day of _____, 2015.

CITY CLERK OF THE CITY OF OPELIKA, ALABAMA

TO: PUBLISHER

Opelika, Alabama 36801

Please publish the foregoing Notice one (1) time in the December ____, 2015 issue of your paper.

CITY CLERK

City of Opelika Planning Commission Report

Action Requested:	Amend Cannon Gate PUD Master Plan – Phase 1 (25 acres) Amendment consist of 2.9 acres.
Property Location:	Live Oak Circle (see property location on survey attached)
Property Owners:	Jack Burkhalter
Existing Zone	PUD (Planned Unit Development)
Existing Land Use of 2.9 acres	One triplex cluster (3 attached dwelling units) & Undeveloped
Adjacent Land Use:	North: Single family homes South: Single family homes and vacant lots East: Single family homes and vacant lots West: Single family homes and vacant Lots
Proposed Use:	Six detached single family homes

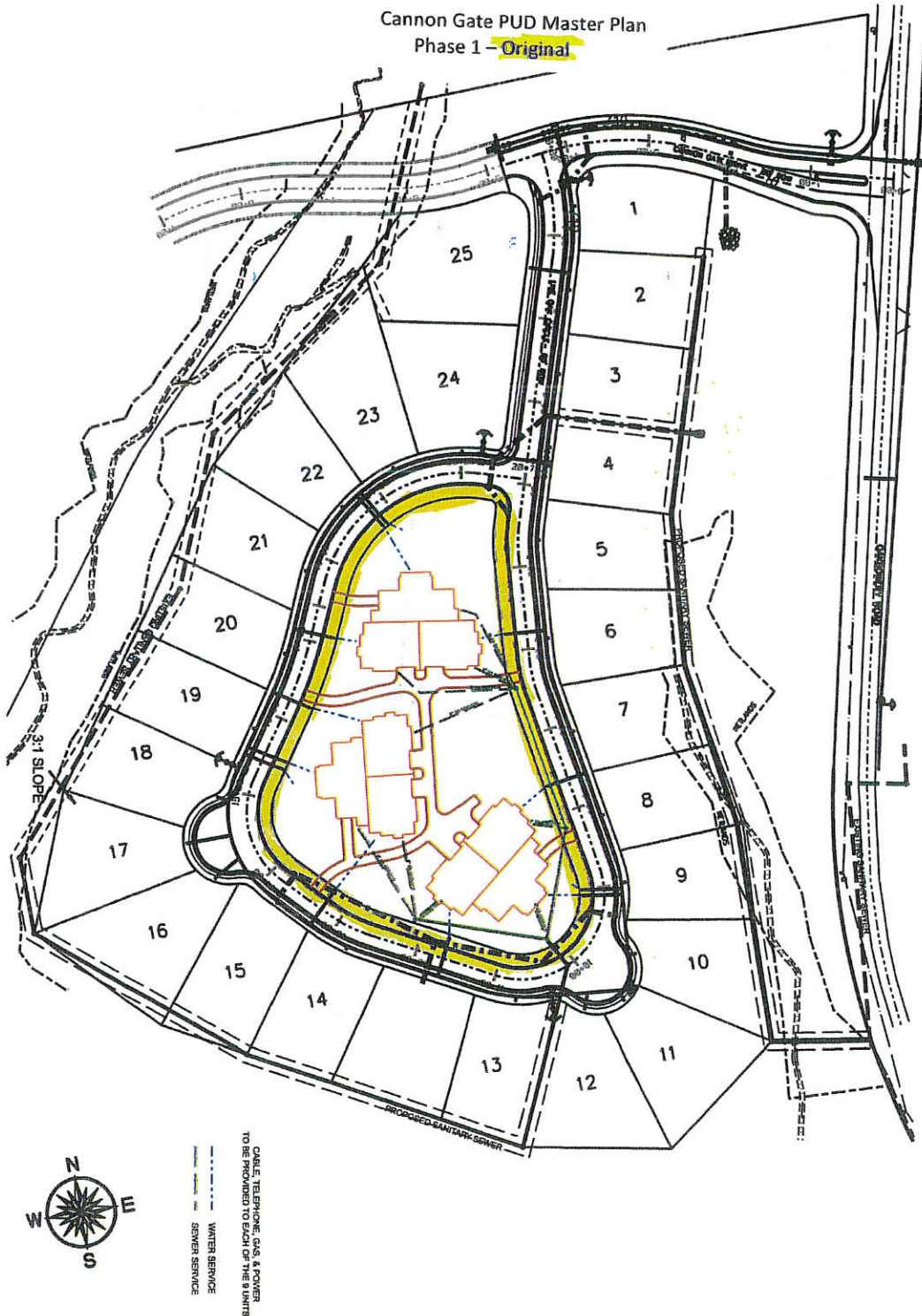
In 2006 the Planning Commission recommended to City Council to approve the rezoning of 154 acres accessed from Oak Bowery Road from R-2 to PUD. The City Council approved the rezoning in 2007. Phase one (25 acres) is under construction. Phase one consists of 25 single family homes on 15,000 square foot lots. Minimum home size is 2,200 square feet (one level) or 2,400 two-story; density is not to exceed 2 dwellings per acre. The Master Plan for phase one includes 3 triplex cluster homes or a total of 9 dwelling units located on a 2.9 acre 'island area'. The 2.9 acre area is bordered by Live Oak Circle on all sides. Since 2007 one triplex cluster home (3 dwelling units) has been constructed on the 2.9 acre area; all three dwelling units are occupied. The triplex cluster home is located on one acre. The remaining 1.9 acres is vacant.

The applicant is requesting an amendment to the master plan to allow six detached single family homes constructed on the vacant 1.9 acre area instead of the two triplex cluster homes. The 1.9 acre property will be subdivide into six lots. A single family home will be built on each lot. There is no change in density between the original master plan (i.e., three triplex cluster homes or 9 dwelling units) and the proposed amendment to construct six single family homes (i.e., one existing triplex cluster home-3 dwelling units + 6 single family homes or 9 dwelling units total). The applicant believes the local housing market favors single family homes rather than triplex homes.

Recommendation

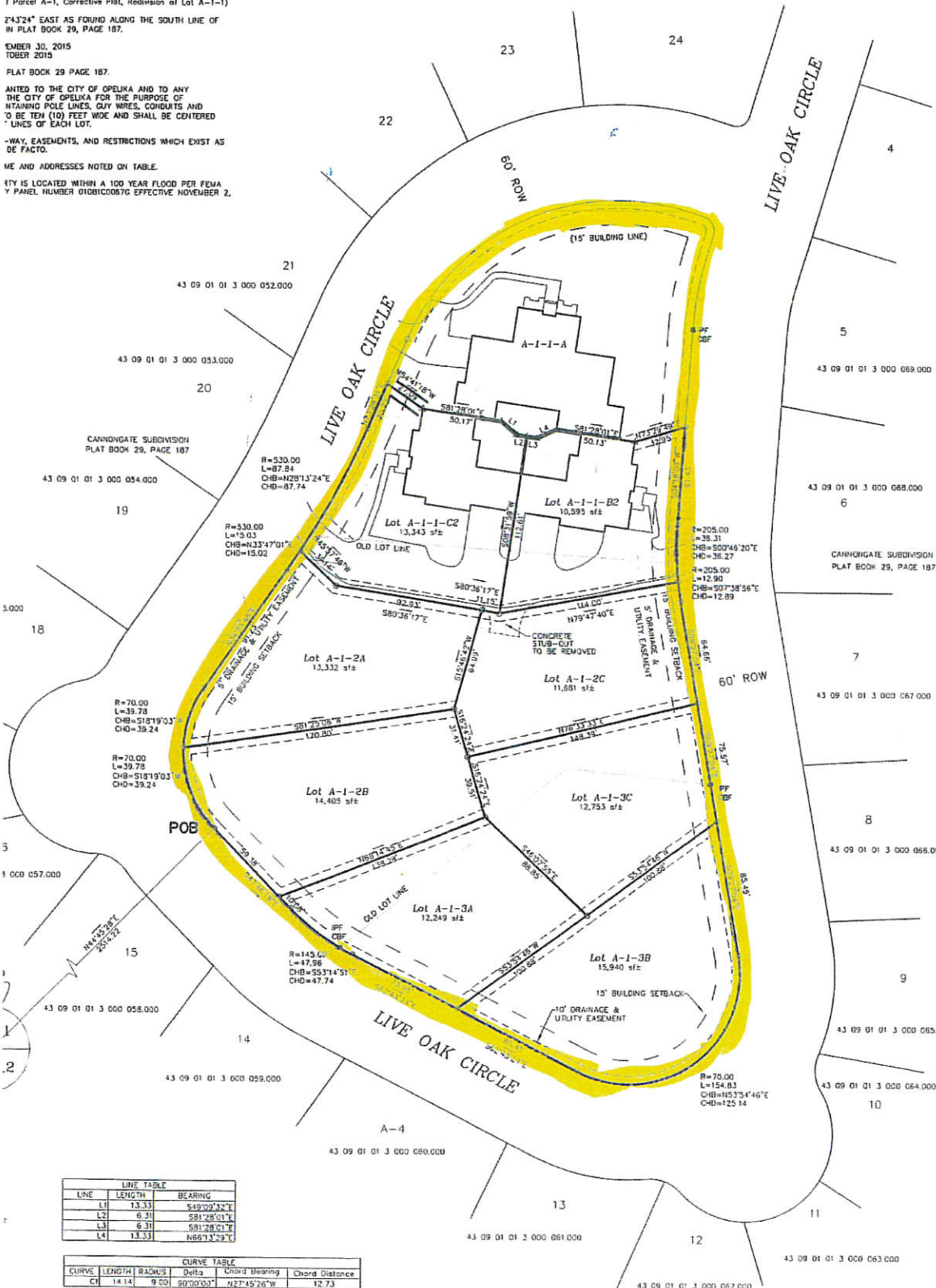
Since the master plan was approved in 2007 it appears the current housing demand favors single family homes rather than triplex cluster homes. One triplex cluster home was constructed but the 1.9 acre property approved for triplex cluster homes has been vacant for eight years. **Planning staff recommends a positive recommendation be sent to City Council to approve the proposed amendment and allow 6 single family homes constructed instead of two triplex cluster homes (6 homes).**

At the December 15th meeting, the Planning Commission voted unanimously (8 to 0) to send a positive recommendation to the City Council to amend the Cannon Gate Master Plan from two triplex dwellings to six detached single family homes.



Cannon Gate PUD Master Plan Phase 1 – Proposed Amendment

PORTION PLAT BOOK 22 AT PAGE 81
(CANNON GATE SUBDIVISION)
(CANNON GATE S/D REDIV OF PARCEL A, 2ND)
CANNON GATE SUBDIVISION, REDIVISION OF PARCEL A,
1 Parcel A-1, Corrective Plat, Redivision of Lot A-1-1)
24'32" EAST AS FOUND ALONG THE SOUTH LINE OF
IN PLAT BOOK 29, PAGE 187.
EMBER 30, 2015
OBER 2015
PLAT BOOK 29 PAGE 187.
ANTED TO THE CITY OF OPELIKA AND TO ANY
THE CITY OF OPELIKA FOR THE PURPOSE OF
TAINING POLE LINES, GUY WIRES, CONDUITS AND
TO BE TEN (10) FEET WIDE AND SHALL BE CENTERED
LINES OF EACH LOT.
-WAY, EASEMENTS, AND RESTRICTIONS WHICH EXIST AS
DE FACTO.
ME AND ADDRESSES NOTED ON TABLE.
ITY IS LOCATED WITHIN A 100 YEAR FLOOD PER FEMA
Y PANEL NUMBER 01010005070 EFFECTIVE NOVEMBER 2,



State of Alabama
Lee County

I, Michael T. Maher, a Licensed Land Surveyor, and drawing have been completed in accordance with the practice for the surveying in the State of Alabama.

In witness whereof, I have hereunto set my hand and seal this 11th day of November, 2015.

Michael T. Maher, P.L.S., Al reg No 29
Not a certified survey unless signed as such.

State of Alabama
Lee County

LCR PARTNERS L.L.C. owner of the real estate, and certify that it is their intent to convey the same to the City of Opelika.

In witness whereof, we, Leslie T. Letlow and R. Jackson Burkhalter, Co-Managers of LCR PARTNERS L.L.C. have hereunto set our hands and seals this 11th day of November, 2015.

LESLIE T. LETLOW, Co-Manager Member

R. JACKSON BURKHALTER, Co-Manager Member

State of Alabama
Lee County

I, the undersigned authority, a Notary Public, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in my records.

In witness whereof, I, the undersigned authority, a Notary Public, do hereby set my hand and seal this 11th day of November, 2015.

Notary Public: _____

State of Alabama
Lee County

I, Virginia Howard Stern, owner of the real estate, and certify that it is her intent to convey the same to the City of Opelika.

In witness whereof, I, Virginia Howard Stern, do hereby set my hand and seal this 11th day of November, 2015.

Virginia Howard Stern, Owner

State of Alabama
Lee County

I, the undersigned authority, a Notary Public, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in my records.

In witness whereof, I, the undersigned authority, a Notary Public, do hereby set my hand and seal this 11th day of November, 2015.

Notary Public: _____

State of Alabama
Lee County

I, the undersigned authority, a Notary Public, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in my records.

In witness whereof, I, the undersigned authority, a Notary Public, do hereby set my hand and seal this 11th day of November, 2015.

Notary Public: _____

State of Alabama
Lee County

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In witness whereof, I, the undersigned authority, a Notary Public, do hereby set my hand and seal this 11th day of November, 2015.

Notary Public: _____

State of Alabama
Lee County

I, the undersigned authority, a Notary Public, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in my records.

In witness whereof, I, the undersigned authority, a Notary Public, do hereby set my hand and seal this 11th day of November, 2015.

Notary Public: _____

State of Alabama
Lee County

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In witness whereof, I, the undersigned authority, a Notary Public, do hereby set my hand and seal this 11th day of November, 2015.

Notary Public: _____

State of Alabama
Lee County

I, the undersigned authority, a Notary Public, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in my records.

In witness whereof, I, the undersigned authority, a Notary Public, do hereby set my hand and seal this 11th day of November, 2015.

Notary Public: _____

State of Alabama
Lee County

I, the undersigned authority, a Notary Public, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in my records.

In witness whereof, I, the undersigned authority, a Notary Public, do hereby set my hand and seal this 11th day of November, 2015.

Notary Public: _____

State of Alabama
Lee County

I, the undersigned authority, a Notary Public, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in my records.

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Notary Public: _____

State of Alabama
Lee County

I, the undersigned authority, a Notary Public, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in my records.

**City Council**

204 South 7Th Street
Opelika, AL

SCHEDULED**BIDS 016-16**

Meeting: 01/19/16 07:00 PM
Department: Purchasing and Revenue
Category: Bid - Oral Recommendation
Prepared By: Angela Norrell

Initiator: Angela Norrell

Sponsors:

DOC ID: 1535

Oral Recommendation - One (1) Aerator - PW

Council Meeting: 1/19/16

FACT SHEET

SUBJECT: Sealed Bid - Bid #16003 - One (1) Aerator

FACTS:

- Bid opening date - 1/15/16
- User Department - Public Works

RECOMMENDATION:

- **Due to the lateness of the bid opening, I request to make an oral recommendation at the January 19, 2016 Council Meeting.**

Lillie Finley

1/15/16

RESOLUTION NO. 017-16

Expense Reports from Various Depts.

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
-----	-----	
Eddie Smith	City Council	\$ 569.20

-) 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 _____, 2016.

C. E. “Eddie” Smith, Jr.
President City Council
City of Opelika, Alabama

ATTEST:

Robert G. Shuman, CMC
City Clerk - City Treasurer

EXPENSE REPORT

PERIOD ENDING 1-14-16

DEPARTMENT

Department

NAME

Name

City Council

Eddie Smith

DAY	CITY AND STATE	LODGING	AIR RAIL, ETC.	TRANSPORTATION			BUSINESS MEALS			ENTERTAIN- MENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
				RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUB- LIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
SUN												
MON 12-18-15	Las Vegas, NV		569.20									569.20
TUE												
WED												
THU												
FRI												
SAT												
WEEKLY CATEGORY TOTALS \$												569.20

WEEKLY TOTAL EXPENSES

NUMBER OF DAYS AWAY FROM HOME

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL

METHOD OF REIMBURSEMENT
☐ DEDUCT FROM MY ADVANCE
☒ MAIL TO

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
12-18-15	Delta Ticket	744.20
	Plane food	25.00
	Change in Flight	200.00
		569.20

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

Signature

Date

Approved by

Date

13.1.a

RESOLUTION NO. 018-16

Change Order for Fleet GPS System - IT

RESOLUTION NO. _____

**RESOLUTION APPROVING CHANGE ORDER NUMBER 1 TO CONTRACT WITH
CALAMP FOR A FLEET GPS SYSTEM FOR NON-PUBLIC SAFETY VEHICLES**

WHEREAS, pursuant to Resolution No. 189-14 adopted on August 19, 2014, the City of Opelika, Alabama, (the “City”) awarded a contract in an amount not to exceed \$98,800 to CalAmp for a fleet GPS system for non-public safety vehicles, said system to include all hardware and software to equip 104 vehicles; and

WHEREAS, Change Order Number 1 in the amount of \$3,920.00 for an additional twenty-eight (28) vehicle GPS systems has been prepared and submitted to the City Council for approval; and

WHEREAS, Change Order Number 1 is an increase in the contract price resulting in a revised contract price of \$102,720.

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

1. That CalAmp quote in the amount of \$3,920.00, a copy of which is attached hereto as Exhibit “A”, is hereby ratified, approved and confirmed.
2. That the Mayor is hereby authorized and directed to sign Change Order Number 1 in the name and on behalf of the City.
3. That the Purchasing-Revenue Manager is hereby authorized to increase Purchase Order 052302 in the amount of \$3,920.00.
4. That the Purchase-Revenue Manager is hereby authorized to issue purchase orders to CalAmp on an as-needed basis to provide monthly monitoring services for all vehicle GPS systems.
5. That the Mayor and Controller are hereby authorized to make such budget adjustments and accounting entries as necessary to carry into effect the provisions of this

Resolution and Change Order Number 1.

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

ADOPTED AND APPROVED this the _____ day of _____, 2016.

PRESIDENT OF THE CITY COUNCIL OF THE
CITY OF OPELIKA, ALABAMA

ATTEST:

CITY CLERK

01/07/16



City of Opelika
 Bid Number: B14-027
 Fleet GPS Solution - PRICING

MOBILE HARDWARE				
Item #	Description	Unit Price	Quantity	Total Price
28	MOBILE UNIT (LMU 2720)(standard) <i>Mobile Units Configured for cellular network Includes: antenna, cabling, mount. Optional \$6 monthly lease payment (36 month minimum)</i>	\$ 135 each		\$ 3,780
28	SHIPPING	\$ 5 each		\$ 140

MONTHLY WEB TRACKING SERVICE FEES				
Item #	Description	Unit Price	Quantity	Total Price
28	CALAMP RSI AVL WEB TRACKING SERVICE FEES (per Month per Device) RSI AVL Web Browser Based ESRI ArcGIS Server Mapping & Reporting Includes wireless data plan and unlimited Web software access. Service fees are calculated per vehicle per month. Assumes 60 second update rate, plus stops, starts, turns, and events. Other update rates available as an option.	\$ 19 each		\$ 532

CONFIDENTIAL

Does not include any applicable sales tax.

Bonding may incur additional fees.

Minimum Order Quantities may apply for some products.

Includes all manuals and documentation

Attachment: 1-19-16 - FLEET GPS SOLUTION B14-027 - CHANGE ORDER REQUEST FOR CALAMP - CNCL PKT. (018-16 : Change Order for

RESOLUTION NO. 019-16

Agreement with PRA-GS for Auditing Franchise Agreements - Revenue

RESOLUTION NO. _____

**RESOLUTION APPROVING AGREEMENT WITH
PRA GOVERNMENT SERVICES, LLC**

WHEREAS, PRA Government Services LLC d/b/a RDS (hereinafter referred to as “PRA-GS”) for more than thirty (30) years has provided revenue enhancement services to state and local governments; and

WHEREAS, PRA-GS offers a comprehensive compliance review process that preserves and enhances municipal tax and licensing revenues; and

WHEREAS, the City of Opelika, Alabama, a municipal corporation, (the ‘City) desires to contract with PRA-GS for revenue enhancement services; and

WHEREAS, an agreement by and between the City and PRA-GS have been prepared and submitted to the City Council for approval as follows:

1. Tax Revenue Enhancement Agreement for the Auditing of Franchise Fees

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 Tax Revenue Enhancement Agreement to be entered into between the City and PRA-GS for the auditing of franchise agreements copies of which is attached hereto and marked Exhibit “A”, be and the same are 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.
2. That the Mayor is hereby authorized and directed to execute and deliver said Agreement in the name and behalf of the City and to execute and deliver such ancillary documents, application, addendums, schedules, attachments, exhibits, purchase orders, and certificates as may be necessary to carry into effect the purpose and intent of said Agreement and carry out fully the transactions contemplated therein 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, any one or more of them, are authorized to do or cause to be done 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 this Resolution shall take effect upon its passage and adoption by the City Council.

ADOPTED AND APPROVED this the _____ day of _____, 2016

 PRESIDENT OF THE CITY COUNCIL OF THE
 CITY OF OPELIKA, ALABAMA

ATTEST:

 CITY CLERK

Auxiliary Audit Agreement

This agreement made as of the _____ day of _____ 2016, by and between PRA Government Services, LLC d/b/a RDS ("RDS") and City of Opelika, an Alabama CITY ("CITY").

A. General Provisions

1. **Audit Services Performed:** RDS will perform auxiliary audit services for franchise fees designated by the CITY.
2. **Deposit Process:** Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the CITY for each type of tax collected, as shown in more detail on **Exhibit A**.
3. **Information Provided:** CITY represents that the information provided to RDS in the performance of services hereunder shall be provided free and clear of the claims of third parties. CITY represents that it has the right to provide this information to RDS and that said information shall not be defamatory or otherwise expose RDS to liability to third parties.
4. **Compliance with laws:** Each Party accepts responsibility for its compliance with federal, state, or local laws and regulations.
5. **Review and Appeal Process:** RDS has adopted and will use a review and appeals process which is based on the *Alabama Taxpayers' Bill of Rights Act* and *Uniform Revenue Procedures Act* codified as Title 40, Chapter 2A, Code of Alabama, 1975, as amended.
6. **Audit Services:**
 - i. **RDS Audit Services:** Audit Services include all preparation for the performance of an audit, any research or statistical analysis performed in relation to an audit, in-house audit/collection efforts, examination of the books and records of the taxpayer, an assessment of the amount due (if any), and all services related to closing an audit.
 - ii. **RDS Reciprocal Agreement:** To the fullest extent allowed by law, CITY hereby authorizes RDS to act as a facilitator with the Alabama Department of Revenue and other applicable jurisdictions to share audit findings on its behalf.
 1. **RDS Fee:** RDS will receive an amount based on an hourly rate of seventy dollars (\$70.00) for audit services. There shall be no contingent fees. Each year on the anniversary date of this Agreement the hourly rate will increase by 3%.
 2. **If overnight travel or travel more than 25 miles beyond origination point is required,** RDS will pay the auditor and bill the CITY for its portion of travel expenses. CITY agrees to pay the amount of these fees when due, regardless of any recovery.
 3. **Billing Increment:** Time will be recorded in 15-minute intervals (.25 hours);
 4. **Shared Audit Fees:** When audits for CITY overlap with audits for other RDS clients or clients of RDS Affiliates, the fees will be shared as follows:
 - a. **Travel Time:** travel time, expenses, and a daily per diem amount for each audit is distributed evenly among the clients reviewed for each audit.
 - b. **Interview Time:** time billed during the initial interview of each audit is distributed evenly amongst the clients reviewed for each audit – during this process the auditor determines which clients will actually be audited for and billed Audit Time as follows;
 - i. **Audit Time:** Time billed during the actual audit stage of each audit is billed according to actual time spent working for each client;
 - i. **No Double Billing:** In no event will the overlapping audits combined require payment for more than 100% for any one RDS representative.
7. **Notification, Reporting to CITY:**

- i. RDS will provide CITY with monthly reports including, but not limited to, payment listings showing all taxes received related to net receipts reported, a general ledger distribution that corresponds to CITY'S account numbers and all fees paid to RDS. These reports will be provided by the 10th of the month following the tax month;
 - ii. CITY AGREES TO EXAMINE THIS REPORT IMMEDIATELY. IF NO ERROR IS REPORTED BY THE CITY TO RDS WITHIN 60 DAYS, THE STATEMENT WILL BE DEEMED ACCURATE;
 - iii. All items credited will be subject to receipt of payment; and
 - iv. RDS will attend Council meetings at such times as may be reasonably requested by CITY.
8. Payment: RDS shall submit invoices for all services rendered hereunder. Payment will be made by CITY to RDS within thirty (30) days of receipt of an invoice. Any amounts which remain unpaid after thirty days shall accrue interest at the rate of one and one-half percent per month, or the maximum amount permitted by law.
9. Company Audit: Once a year RDS will have an auditor prepare an Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report is commonly called a SOC 1 report and will be made available upon request.
10. Term of the Agreement: This Agreement shall be for a term of twenty-three (23) months following the date of execution or the maximum period allowed by law, whichever is shorter. Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing ninety (90) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial ninety (90) days notice.
11. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, CITY shall be obligated to pay RDS for services performed through the effective date of termination for which RDS has not been previously paid. In addition, because the services performed by RDS prior to termination or non-renewal of this Agreement may result in the CITY's receipt of revenue after termination which are subject to RDS' fee, the CITY shall remain obligated after termination or non-renewal to provide to RDS such information as is necessary for RDS to calculate compensation due as a result of the receipt of revenue by the CITY. The CITY shall remain obligated to pay RDS' invoices therefore in accordance with the terms of this Agreement.
12. Indemnity: To the fullest extent allowed by law, RDS hereby agrees to indemnify and hold CITY harmless from any claims and against all costs, expenses, damages, claims and liabilities based upon or arising solely out of a breach of this Agreement by RDS. Except as set forth in the preceding sentence, to the full extent allowed by law, CITY hereby agrees to indemnify and hold RDS harmless from any claims and against all costs, expenses, damages, claims and liabilities relating in any way to sales, use and other taxes of CITY, including, but not limited to, determination of taxes due from taxpayers, the collection thereof and any refunding related thereto.
13. Limitation of Liability: To the maximum extent permitted by law, in no event shall RDS, its employees, contractors, directors, affiliates and/ or agents be liable for any special, incidental or consequential damages, such as, but not limited to, delay, lost data, disruption, and loss of anticipated profits or revenue arising from or related to the services, whether liability is asserted in contract or tort, and whether or not RDS has been advised of the possibility of any such loss or damage. In addition, RDS' total liability hereunder, including reasonable attorneys fees and costs, shall in no event exceed an amount equal to the fee paid by the CITY for the affected service to which the claim pertains. The foregoing sets forth the CITY'S exclusive remedy for claims arising from or out of this Agreement. The provisions of this section allocate the risks between RDS and the CITY and RDS' pricing reflects the allocation of risk and limitation of liability specified herein.
14. Equal Opportunity to Draft: The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that party drafted the ambiguous language.

15. Assignment: This Agreement shall be binding upon and inure to the benefit of the Parties, their successors; representatives and assigns. RDS shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CITY, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, RDS may assign this Agreement, in whole or in part, without the consent of CITY to any corporation or entity into which or with which RDS has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of RDS; or any corporation or entity which acquires all or substantially all of the assets of RDS. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.
16. Force Majeure: RDS shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.
17. Subcontractors: RDS shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. RDS, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. RDS shall be solely responsible for and shall hold CITY harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
18. Intellectual Property Rights: The entire right, title and interest in and to RDS' database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in RDS. The foregoing notwithstanding, in no event shall any CITY-owned data provided to RDS be deemed included within the Work Product.
19. Entire Agreement: This Agreement constitutes the entire agreement between the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both Parties hereto.
20. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
21. Effective Date: The effective date for the performance of services under the terms of this agreement shall commence **January 1, 2016** with collection of _____ taxes to be remitted on or before _____ 20, 2016.

IN WITNESS WHEREOF, the parties hereto as of the date first above written have duly executed this Agreement.

PRA GOVERNMENT SERVICES, LLC
D/B/A RDS

City of Opelika

By: _____
 Its: SVP, Operations

By: _____
 Its: _____

Proposed pricing contained herein valid for 60 days from date of issuance. Issued 12/16/15 (SC)

EXHIBIT A
DISTRIBUTION and RATE CONFIRMATION

December 16, 2015

Bob Shuman
City of Opelika
P.O. Box 390
Opelika, AL 36803

Dear Mr. Shuman:

Funds will be distributed in the following accounts pursuant to this Agreement:

Agency	Routing #	Account #	Distribution %	Tax Type/Rate Code
Opelika			100%	Audit Franchise Tax; all rates

Tax Types and Rate Codes will be administered at the following percentages:

Tax Type	Rate Type	Percentage
Franchise	General	

If at any time there are any discrepancies between the schedule set out above and your Municipality's records, please notify us in writing immediately.

IT IS YOUR RESPONSIBILITY TO PROVIDE NOTICE TO US OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:

PRA Government Services, LLC (d/b/a RDS)
600 Beacon Parkway West, Suite 900
Birmingham, Alabama 35209
ATT: Kennon Walthall, SVP, Operations

Thank you for your assistance. If you have any questions, or if I may be of assistance, please let me know.

Sincerely Yours,
Connie Taylor
Client Relations Manager
RDS
205-423-4144 direct dial
205-423-4097 direct fax

I have reviewed the above distribution and verify that it is correct.

By:

Name:
Title:

RDS SVP, Operations

RESOLUTION NO. 020-16

Agreement with Johnson Controls Service Agreement - P&R.

RESOLUTION NO. _____

RESOLUTION APPROVING PLANNED SERVICE AGREEMENT BETWEEN THE CITY OF OPELIKA, ALABAMA AND JOHNSON CONTROLS, INC.

WHEREAS, Johnson Controls, Inc., (“JCI”) is a company offering products and services to optimize energy and operational efficiencies of buildings; and

WHEREAS, the City of Opelika, Alabama (the “City”) and JCI heretofore entered into a preventive maintenance agreement for the monitoring of the mechanical equipment located at the Opelika Sportsplex; and

WHEREAS, the City and JCI desire to renew the preventive maintenance agreement for the period from March 1, 2016 through February 28, 2021 as proposed in the Planned Service Agreement (the “Agreement”) presented herewith as Exhibit “A”; 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 Planned Service Agreement (the “Agreement”) to be entered into between the City and JCI, 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 the execution and

delivery of said Agreement.

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

3. That the Purchasing-Revenue Manager is hereby authorized and directed to issue such purchase orders as shall be necessary or appropriate to compensate JCI for contractual services rendered pursuant to and under the Agreement.

4. 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.

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

ADOPTED AND APPROVED this the _____ day of _____, 2016.

PRESIDENT OF THE CITY COUNCIL
OF THE CITY OF OPELIKA

ATTEST:

CITY CLERK

JOHNSON CONTROLS **PLANNED SERVICE PROPOSAL**

PREPARED FOR CITY OF OPELIKA

Planned Service Agreement

Customer Name: CITY OF OPELIKA
Address: PO BOX 390 OPELIKA AL 36803-0390
Proposal Date: 12/29/2015
Estimate #: 1-C7QXT8Y

Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

Extended Service Options for Premium Coverage

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

Term / Automatic Renewal

This Agreement takes effect on 3/1/2016 and will continue until 2/28/2021 ("Original Term"). The Agreement will automatically renew on a year-to-year basis after the Original Term ends unless the Customer or JCI gives the other written notice it does not want to renew. The notice must be delivered at least forty-five (45) days prior to the end of the Original Term or of any renewal period. The Original Term and any renewal periods are sometimes collectively referred to in this Agreement as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

Refrigerant Charges

Refrigerant is not included under this Agreement and will be billed separately to the Customer by JCI.

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
PREPARED FOR CITY OF OPELIKA

Schedule A

Equipment List (Selected Equipment to be serviced)

Site			Address				
CITY OF OPELIKA			PO BOX 390 OPELIKA AL 36803-0390				
Qty	Equipment	Services Provided	# Per Year	Coverage Type	Extended Coverage	Year To Be Activated	Year To Be Deactivated
1	Metasys Programming/ Technical Support Metasys Annual/ Technical Support Software Upgrades	Preventive Maintenance	50	Basic	N/A		
10	Remote Operation Center (ROC) Points Monitoring up to 10 Critical Alarms	Preventive Maintenance	25	Basic	N/A		
0	Mechanical Support (not included)		0		N/A		

Supplemental Price & Payment Terms (Applies to Multi-Year Contracts Only)

Year	Total Annual Dollar Amount	Payment Frequency
Year1	\$40,018.00	Quarterly
Year2	\$41,218.00	Quarterly
Year3	\$42,455.00	Quarterly
Year4	\$43,729.00	Quarterly
Year5	\$45,041.00	Quarterly

JOHNSON CONTROLS **PLANNED SERVICE PROPOSAL**

PREPARED FOR CITY OF OPELIKA

Price and Payment Terms

The total Contract Price for JCI's Services during the 1st year of the Original Term is \$40,018.00. This amount will be paid to JCI in Quarterly installments. Pricing for each subsequent year of a multiyear original term is set forth in the Supplemental Price and Payment Terms. All payments will be due and payable within 30 days of the invoice date and such timely payment by Customer shall be a condition precedent to JCI's obligation to perform its Services. A penalty of one and a half percent (1.5%) of the amount due per month shall accrue for payments received after the payment due date. Renewal price adjustments are set forth in the Terms and Conditions.

Invoices will be sent to the following location:

City Of Opelika
Attn Shirley Washington
Po Box 390
Opelika AL 36803-0390

This proposal is valid until 02/29/2016.

JOHNSON CONTROLS Inc.

By: Roger White

By:

Signature: Roger White

Signature:

Title: Acct Exec II Svc

Date: 12/29/15

Title:

Date:

Signature:

Customer PO#:

Title:

Date:

JCI Branch: JOHNSON CONTROLS BIRMINGHAM AL CB - 0N89

Address: 511 MINERAL TRACE

HOOVER AL 35244

Branch Phone: (866) 825-8868

JOHNSON CONTROLS **PLANNED SERVICE PROPOSAL** PREPARED FOR CITY OF OPELIKA

Schedule A

Equipment List (Selected Equipment to be serviced)

Site			Address				
CITY OF OPELIKA			PO BOX 390 OPELIKA AL 36803-0390				
Qty	Equipment	Services Provided	# Per Year	Coverage Type	Extended Coverage	Year To Be Activated	Year To Be Deactivated
1	Block Hours - Controls			Basic	NA		
		Preventive Maintenance	50				
800	Contractor - Misc 1			Basic	NA		

Supplemental Price & Payment Terms (Applies to Multi-Year Contracts Only)

Year	Total Annual Dollar Amount	Payment Frequency
Year1	\$40,018.00	Quarterly
Year2	\$41,218.00	Quarterly
Year3	\$42,455.00	Quarterly
Year4	\$43,729.00	Quarterly
Year5	\$45,041.00	Quarterly

JOHNSON CONTROLS **PLANNED SERVICE PROPOSAL**

PREPARED FOR CITY OF OPELIKA

Special Additions & Exceptions

TERMS AND CONDITIONS

DEFINITIONS

CONNECTED SERVICES are the services and related equipment that allow JCI to access, monitor, and trend data remotely, and which may be available for certain types of Covered Equipment.

CONTRACT PRICE means the price that Customer shall pay to JCI for the Services.

COVERED EQUIPMENT means the equipment for which Services are to be provided under this Agreement. Covered Equipment is set forth in Schedule A - Equipment List.

EQUIPMENT FAILURE means the failure, under normal and expected working conditions, of moving parts or electric or electronic components of the Covered Equipment that are necessary for its operation.

SCHEDULED SERVICE VISITS are the on-site labor visits required to perform JCI recommended inspections and preventive maintenance on Covered Equipment.

SCHEDULED SERVICE MATERIALS are the materials required to perform Scheduled Service Visits on Covered Equipment, unless excluded from the Agreement.

PREMISES means those Customer premises where the Covered Equipment is located.

REPAIR LABOR is the labor necessary to restore Covered Equipment to working condition following an Equipment Failure, but does not include services relating to total equipment replacement due to obsolescence or unavailability of parts.

CENTRAL STATION MONITORING means remote monitoring of Covered Equipment and/or systems including building automation, HVAC equipment, and fire alarm, intrusion, and/or other life safety systems for alarm and event notifications.

REMOTE OPERATING SERVICES means remote interrogation, modification and/or operation of building automation, HVAC equipment, and/or other Covered Equipment.

REPAIR MATERIALS are the parts and materials necessary to restore Covered Equipment to working condition following an Equipment Failure, but excludes total equipment replacement due to obsolescence or unavailability of parts, unless excluded from the Agreement. At JCI's option, Repair Materials may be new, used, or reconditioned.

SERVICES are the work, materials, labor, service visits, and repairs to be provided by JCI pursuant to this Agreement.

JCI'S SERVICES FOR COVERED EQUIPMENT

- BASIC COVERAGE** means Scheduled Service Visits, plus Scheduled Service Materials (unless excluded from this Agreement). No parts, equipment, Repair Labor or Repair Materials are provided for under BASIC COVERAGE.
- PREMIUM COVERAGE** means BASIC COVERAGE plus Repair Labor, plus Repair Materials (unless excluded from the Agreement).
- EXTENDED SERVICE** means Services performed outside JCI's normal business hours and is available only if Customer has PREMIUM COVERAGE. Extended Service is available either 24/5 or 24/7, at Customer's election. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.
- CONNECTED SERVICES.** If Customer is receiving Connected Services on any Covered Equipment as more fully described in Schedule A, Customer may be required to allow JCI to install hardware and/or software to enable communication with Customer's Covered Equipment ("Gateway Device"). In order for JCI to deliver Connected Services on the Covered Equipment, Customer shall provide a secure Internet connection to allow remote access to the Gateway Device in order to remotely access, transmit, store, and trend data for the purposes of providing Services. JCI will not use Connected Services to remotely operate or make changes to Customer's Equipment. The Gateway Device shall remain JCI's property, and JCI may upon reasonable notice remove it at any time. JCI makes no any warranty or guarantee relating to the Connected Services.
- CENTRAL STATION MONITORING OR REMOTE OPERATING SERVICES.** If Central Station Monitoring Services or Remote Operating Services are provided, Customer agrees to furnish JCI with a list of the names, titles, addresses, and phone numbers of all persons authorized to enter the Premises during periods when such premises are closed for business. If JCI's Services include "Central Station Monitoring Services with Open and Close," Customer also agrees to furnish JCI with Customer's daily and holiday opening and closing schedules.
- CUSTOMER SERVICE INFORMATION PORTAL.** Customer may be able to utilize JCI's Customer Service Information Portal during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement.

A. INITIAL EQUIPMENT INSPECTION NECESSARY FOR PREMIUM COVERAGE

If Customer has ordered PREMIUM COVERAGE, JCI will inspect the Covered Equipment within forty-five (45) days of the date of this Agreement, or as seasonal or operational conditions permit. JCI will then advise Customer if JCI finds any Covered Equipment

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not in working order or in need of repair. With Customer's approval, JCI will perform the work necessary to put the Covered Equipment in proper working condition, subject to the terms of this Agreement. Customer will pay for such work at JCI's standard rates for parts and labor in effect at the time that the work is performed. If Customer does not want JCI to perform the work identified as necessary by JCI, any equipment thereby affected will be removed from the list of Covered Equipment, and the Contract Price will be adjusted accordingly. Should Customer not make JCI's recommended repairs or proceed with the modified PREMIUM COVERAGE, JCI reserves the right to invoice Customer for the cost of the initial equipment inspection.

B. OUT OF SCOPE SERVICES

If, during any Service Visit, JCI detects a defect in any of Customer's equipment that is not Covered Equipment under this Agreement (an "Out of Scope Defect"), JCI may (but shall have no obligation to) notify Customer of such Out of Scope Defect. If Customer elects for JCI to repair such Out of Scope Defect, or if JCI otherwise performs any Services or provides any materials, parts, or equipment outside the scope of the Services (collectively, "Out of Scope Services"), Customer shall direct JCI to perform such Out of Scope Services in writing, and Customer shall pay for such Out of Scope Services at JCI's standard fees or hourly rates. If, after receiving notice of an Out of Scope Defect, Customer elects not to engage JCI to repair such Out of Scope Defect, Customer shall defend and indemnify JCI from and against any and all losses, damages, claims, costs and expenses arising directly or indirectly out of such Out of Scope Defect. Any Out of Scope Services performed by JCI at the direction of Customer pursuant to this Section shall be subject to the terms of this Agreement.

C. ADDITIONAL TERMS RELATING TO CENTRAL STATION MONITORING OF INTRUSION, FIRE, AND OTHER LIFE SAFETY SYSTEMS

1. **Alarm Dispatches.** JCI, upon receipt of an alarm or other signal from the Premises, shall make reasonable efforts to transmit the signal to the appropriate police, fire department, or other emergency response agency having jurisdiction (unless there is reason to believe that an emergency condition does not exist), and JCI shall make a reasonable effort to notify Customer or its designated representative by telephone, unless instructed to do otherwise by Customer in writing. JCI, upon receipt of an industrial process signal from the Premises, shall take reasonable steps to notify Customer's representative pursuant to Customer's written instructions. Customer acknowledges that if the signals transmitted from the Premises will be monitored in a monitoring facility not operated by JCI, the personnel in such monitoring facilities are not the agents of JCI, nor does JCI assume any responsibility for the manner in which such signals are monitored or the response to such signal.
2. **Communications Media.** Customer acknowledges that monitoring of Covered Equipment requires transmission of signals over standard telephone lines and/or the Internet and that these modes of transmission may be interrupted, circumvented, or compromised, in which case no signal can be transmitted from the Premises to the monitoring facility. Customer understands that to allow the monitoring facility to be aware of such a condition, additional or alternative protection can be installed, such as line security devices, at Customer's cost and expense and for transmission via telephone line only. Customer acknowledges it is aware that line security devices are available and, unless expressly identified in Schedule A - Equipment List, has declined to purchase such devices. Customer further acknowledges that such additional protection is not available for Internet transmission under this Agreement.
3. **False or Unnecessary Alarms and Service Calls.** At JCI's option, an additional fee may be charged for any false alarm or unnecessary Service Visit caused or necessitated by Customer. In addition, Customer shall be fully responsible and liable for any fines, penalties, or charges assessed as the result of any false alarm and shall reimburse JCI for any costs incurred by JCI in connection therewith.

D. EXCLUSIONS

1. JCI's Services and warranty obligations expressly exclude:
 - (a) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slots/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;
 - (b) disposal of hazardous wastes (except as otherwise expressly provided herein);
 - (c) supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs and paper;
 - (d) the furnishing of materials and supplies for painting or refinishing equipment;
 - (e) the repair or replacement of wire in conduit, buried cable/transmission lines, or the like, if not normally replaced or maintained on a scheduled basis; and
 - (f) replacement of obsolete parts.
2. JCI's Services and warranty obligations do not include repairs or service required as the result of:
 - (a) abuse, misuse, alterations, adjustments, attachments, combinations, modifications, or repairs to Covered Equipment not performed, provided, or approved in writing by JCI;
 - (b) issues caused by or related to equipment not covered by this Agreement or attachments made to Covered Equipment;

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- (c) acts or omissions of the Customer, including but not limited to operator error, Customer's failure to conduct preventive maintenance, issues resulting from Customer's previous denial of JCI access to the Covered Equipment, and Customer's failure to keep the site clean and free of dust, sand, or other particles or debris, unless such conditions are previously expressly acknowledged by JCI in writing;
- (d) use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer;
- (e) issues resulting from site-related and environmental conditions, including but not limited to power failures and fluctuations in electrical current (or "power surges");
- (f) the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather;
- (g) any other issues or failures not specifically covered by this Agreement; or
- (h) any other issues caused by occurrences beyond JCI's reasonable control and without JCI's fault or negligence.

E. PAYMENT OBLIGATION

Customer shall pay all invoices when due in accordance with the payment terms provided for in the Agreement, and such payment is a condition precedent to JCI's obligation to perform Services under the Agreement. In issuing any purchase order related to this Agreement, and notwithstanding any language to the contrary therein, Customer acknowledges and agrees that any and all JCI invoices for an amount greater than \$25,000 shall be paid only via wire transfer, check, or money order. If this Agreement is renewed, JCI will provide Customer with notice of any adjustments in the Contract Price applicable to any renewal period no later than forty-five (45) days prior to the commencement of that renewal period. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such renewal period, the adjusted price shall be the price for the renewal period.

F. STANDARD OF CARE AND WARRANTIES

JCI warrants its Services will be provided in a good and workmanlike manner. JCI will promptly re-perform any non-conforming Services for no charge, as long as Customer provides written notice to JCI within one (1) calendar year from the date the Services were performed. If JCI installs or furnishes goods or equipment under this Agreement, and such goods or equipment are covered by an end-user warranty from their manufacturer, JCI will transfer the benefits of such warranty to Customer. Customer must promptly notify JCI in writing of any defect or non-conformance of the Services, parts, or equipment. Upon receipt of such written notice from Customer, JCI will repair or replace (at JCI's option) the defective equipment or re-perform the defective Services. These warranties do not extend to any Services or equipment that have been misused, altered, or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty decals have been removed or altered. All replaced parts or equipment shall become JCI's property. This warranty is not assignable. Warranty service will be provided during normal business hours, excluding holidays. The remedies set forth herein shall be Customer's sole and exclusive remedy with regards to any warranty claim under this Agreement. Any lawsuit based upon the warranty must be brought no later than one (1) year after the expiration of the applicable warranty period. This limitation is in lieu of any other applicable statute of limitations. **CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THESE WARRANTIES ARE JCI'S SOLE WARRANTIES AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Except with respect to goods or equipment manufactured by JCI and furnished to Customer hereunder, for which JCI shall provide its express written manufacturer's warranty, JCI shall not be considered a merchant or vendor of goods or equipment.

G. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI

Customer warrants it has given JCI all information concerning the condition of the Covered Equipment.

The Customer agrees and warrants that, during the Term of this Agreement, Customer will:

- (1) operate the Covered Equipment according to the manufacturer's and/or JCI's recommendations;
- (2) keep accurate and current work logs and information about the Covered Equipment as recommended by the manufacturer and/or JCI;
- (3) provide an adequate environment for Covered Equipment as recommended by the manufacturer and/or JCI, including, but not limited to adequate space, electrical power, water supply, air conditioning, and humidity control;
- (4) notify JCI immediately of any Covered Equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;
- (5) provide JCI with safe access to its Premises and Covered Equipment at all reasonable and necessary times for the performance of the Services;
- (6) allow JCI to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that JCI can perform the Services required under this Agreement;
- (7) as applicable, provide proper condenser and boiler water treatment for the proper functioning of Covered Equipment;
- (8) carefully and properly set and test the intrusion alarm system each night or at such other time as Customer shall close the Premises;
- (9) obtain all necessary licenses and permits required for and pay all taxes associated with the Services;
- (10) notify JCI immediately of any claimed inadequacy in, or failure of, the Covered Equipment or other condition affecting the operation of the Covered Equipment;

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- (11) furnish any necessary 110 volt A/C power and electrical outlets at its expense;
- (12) properly maintain, repair, service, and assure the proper operation of any other property, system, equipment, or device of Customer or others to which the Covered Equipment may be attached or connected, in accordance with manufacturer recommendations, insurance carrier requirements, or the requirements of any fire rating bureau, agency, or other authorities having jurisdiction thereof;
- (13) not tamper with, alter, adjust, disturb, injure, remove, or otherwise interfere with any Covered Equipment (including any related software) and not permit the same to be done; and
- (14) refrain from causing false alarms, and reimburse JCI for any fine, penalty, or fee paid by or assessed against JCI by any governmental or municipal agency as a result thereof.

Customer acknowledges that its failure to meet these obligations will relieve JCI of any responsibility for any Covered Equipment breakdown, or any necessary repair or replacement of any Covered Equipment. If Customer breaches any of these obligations, JCI shall have the right, upon written notice to Customer, to suspend its Services until Customer cures such breach. In addition, Customer shall be responsible for paying or reimbursing JCI for any costs associated with corrective work required as a result of Customer's breach of these obligations.

H. INDEMNITY

JCI and Customer shall each indemnify the other party and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits for bodily injury (including death) or damage to tangible property to the extent arising out of the negligence or intentional misconduct of the indemnifying party or its employees or agents. Customer expressly agrees that JCI shall be responsible for injury, damage, or loss only to the extent caused directly by JCI's negligence or intentional misconduct. The obligations of JCI and Customer under this section are further subject to sections I and J below.

I. LIMITATION OF LIABILITY

NEITHER JCI NOR CUSTOMER WILL BE RESPONSIBLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS). JCI'S TOTAL LIABILITY TO CUSTOMER FOR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER SHALL BE LIMITED TO \$250,000. IN NO EVENT SHALL JCI'S INDEMNIFICATION OBLIGATION EXCEED THE AMOUNTS PAID TO JCI UNDER THIS AGREEMENT OR THE AMOUNT OF INSURANCE REQUIRED BY THIS AGREEMENT, WHICHEVER IS GREATER. CUSTOMER UNDERSTANDS THAT JCI IS NOT AN INSURER REGARDING THE WORK OR THE SERVICES. JCI SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT MAY RESULT FROM FIRE SAFETY OR SECURITY EQUIPMENT THAT FAILS TO PERFORM PROPERLY OR FAILS TO PREVENT A CASUALTY OR LOSS.

J. FORCE MAJEURE

JCI WILL NOT BE RESPONSIBLE FOR DAMAGE, LOSS, INJURY OR DELAY CAUSED BY CONDITIONS THAT ARE BEYOND THE REASONABLE CONTROL, AND WITHOUT THE INTENTIONAL MISCONDUCT OR NEGLIGENCE, OF JCI. SUCH CONDITIONS INCLUDE, BUT ARE NOT LIMITED TO: (A) ACTS OF GOD; (B) ACTS OF GOVERNMENT AGENCIES; (C) STRIKES; (D) LABOR DISPUTES; (E) FIRE; (F) EXPLOSIONS OR CASUALTIES; (G) THEFTS; (H) VANDALISM; (I) RIOTS OR WAR; (J) TERRORISM; AND (J) UNAVAILABILITY OF PARTS, MATERIALS, OR SUPPLIES.

K. RESOLUTION OF DISPUTES

If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve such dispute by negotiation. In the event the dispute is unable to be resolved, either party shall have the right to initiate arbitration by filing with the American Arbitration Association provided no other legal action has been previously filed. Upon filing of the arbitration, the AAA shall have the exclusive jurisdiction over the Dispute. Thus, either party may decide to file an action in a court of competent jurisdiction and if that court filing is the first legal proceeding filed, that court shall have jurisdiction over the Dispute to the exclusion of any arbitration. Arbitration shall be conducted in accordance with the then current arbitration rules of the American Arbitration Association or other arbitration service mutually agreed to by the parties. Arbitration must be completed within sixty (60) days after the Dispute is submitted to arbitration unless the parties mutually agree otherwise. The award rendered by the arbitrator shall be final, and judgment issued by the Arbitrator may be entered in accordance with applicable law in any court having competent jurisdiction. The party prevailing in the arbitration or court proceeding shall be entitled to an award of its reasonable costs, including reasonable attorneys' fees, incurred as a result of the Dispute. CUSTOMER MUST BRING ANY CLAIM AGAINST JCI WITHIN ONE (1) YEAR AFTER THE CLAIM AROSE. IF CUSTOMER DOES NOT, CUSTOMER WILL HAVE IRREVOCABLY WAIVED ITS RIGHT TO SUE JCI AND/OR INSTITUTE OTHER PROCEEDINGS, AND JCI SHALL HAVE NO LIABILITY TO CUSTOMER FOR SUCH CLAIM. TIME IS OF THE ESSENCE RELATIVE TO CUSTOMER PURSUING ANY SUCH CLAIM. THE PROVISIONS OF THIS AGREEMENT WHICH APPLY TO ANY CLAIM SHALL REMAIN IN EFFECT EVEN AFTER THE AGREEMENT IS TERMINATED. JCI AND CUSTOMER EACH WAIVE THEIR RIGHT TO A JURY TRIAL.

L. TERMINATION

1. Central Station Monitoring, Remote Operating Services, and Central Station Monitoring with Open or Close Services may be immediately canceled by either party if JCI's central station, connecting wires, or monitoring systems are destroyed by fire or other catastrophe, or where the Premises are so substantially damaged that it is impractical to continue Services.

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2. If either party fails to perform any of its obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination.
3. Upon termination of this Agreement for any reason, Customer shall pay to JCI all undisputed amounts owed through the date of termination within thirty (30) days of such termination. Customer shall also provide JCI with reasonable access to the Premises to remove the Gateway Device and any other JCI property and to un-program any intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that JCI may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.
4. If the Agreement is for a multi-year term, either party may terminate the Agreement after the first full year of Services by giving the other party no less than forty-five (45) days written notice; provided, however, that if Customer has ordered PREMIUM COVERAGE, Customer may terminate the Agreement only upon JCI's written consent

M. ASBESTOS, MOLD AND HAZARDOUS MATERIALS

"Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant, or contaminant under any local, state, or federal law, regulation, or ordinance relating to or addressing public and employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold, lead-based paints, and asbestos-containing materials ("ACM").

Neither Customer nor JCI desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of ACM. It is JCI's policy to seek certification for facilities constructed prior to 1982 that no ACM is present, and Customer shall provide such certification for buildings it owns, or aid JCI in receiving such certification from facility owners in the case of buildings that it does not own, if JCI will undertake Services in the facility that could disturb ACM.

JCI will be responsible for removing or disposing of any Hazardous Materials that it uses in providing the Services ("JCI Hazardous Materials") and for the remediation of any areas affected by the release of JCI Hazardous Materials. For other Hazardous Materials that may be present at its facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of Hazardous Materials if their presence may affect JCI's performance of the Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Services, it shall immediately stop the Services in the affected area and notify the other party. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and for the remediation of any areas impacted by the release of the Non-JCI Hazardous Materials and must provide a certificate of abatement before JCI will be obligated to perform or continue its Services, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and acted in disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Hazardous Materials, and (ii) Customer shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Services. Customer shall defend and indemnify JCI against any losses, costs, damages, expenses, and claims arising out of its failure to comply with this Section M.

N. CUSTOMER DATA

Customer data is owned by and shall belong to Customer. JCI will access and use Customer data to provide Services to Customer. JCI will not disclose to any third party any individual Customer data acquired through performance of the Services without Customer's consent. Customer agrees that JCI and its subsidiaries, affiliates and approved third party contractors and developers may collect and use Customer data for any reason, as long as any external use of the data is on a de-identified basis that does not personally identify Customer or any individual. Customer hereby grants JCI a perpetual, worldwide, irrevocable, royalty free license to use, modify, manipulate, sublicense, and create derivative works from such data. JCI shall retain all rights to any intellectual property, data, materials and products created as a result of its performance of Services.

O. JCI'S INTELLECTUAL PROPERTY

JCI shall retain all right, title and interest in any (a) work provided to Customer, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto ("Deliverables"), and (b) Know-How (defined below) employed by JCI in the creation of the Deliverables or performance of the Services, whether known to JCI prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this agreement. Ownership of all Deliverables and Know-How shall vest solely in JCI and no Deliverables shall be deemed "works made for hire." Without limiting the generality of the foregoing, ownership of all source files used in the course of performing the Services shall remain the exclusive property of JCI. For purposes of this Agreement, "Know-How" means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by JCI in the creation or provision of the Deliverables or in the performance of the Services, and any changes, improvements, or modifications thereto or derivatives thereof.

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P. MISCELLANEOUS PROVISIONS

1. All notices required to be given hereunder shall be in writing and shall be considered properly given if: (a) delivered in person, (b) sent via the United States Postal Service, postage prepaid, registered or certified with return receipt requested, (c) sent by overnight delivery service (e.g., FedEx, UPS), or (d) sent by facsimile, email or other electronic means and confirmed by facsimile, return email or telephone.
2. This Agreement may not be assigned by Customer without JCI's prior written consent. JCI shall have the right to assign this Agreement to any other person, firm, or corporation without Customer's consent. JCI shall also have the right, in its sole discretion, to subcontract any portion of the Services. This Agreement inures to the benefit of and is applicable to any assignees or subcontractors of JCI, and is binding upon Customer with respect to said assignees or subcontractors with the same force and effect as it binds Customer to JCI.
3. This Agreement shall be subject to and governed by the laws of the State where the Services are performed.
4. If any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
5. This Agreement is the entire contract between JCI and Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between the parties.
6. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.
7. If there are any changes to Customer's facilities or operations, or to applicable regulations, laws, codes, taxes, or utility charges, that materially affect JCI's performance of the Services or its pricing thereof, JCI shall have the right to an equitable and appropriate adjustment to the scope, pricing, and other affected terms of this Agreement.

[END OF DOCUMENT]

RESOLUTION NO. 021-16

Fireworks Agreement with Opelika Board of Education - P&R.

RESOLUTION NO. _____

**RESOLUTION APPROVING LICENSE AGREEMENT FOR
FIREWORKS EXHIBITION AND DISPLAY**

WHEREAS, the City desires to use a portion of the Opelika High School campus for the 2016 Freedom Celebration Fireworks Exhibition and Display; and

WHEREAS, the Opelika City Board of Education is willing to grant the City a license to use certain areas of the campus under certain terms and conditions; and

WHEREAS, a proposed License Agreement was 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 Agreement.

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

1. That the attached License Agreement to be entered into between the City and Opelika City of Board of Education is hereby approved, authorized, ratified and confirmed.
2. That the Mayor is hereby authorized to execute and deliver said License Agreement in the name and on behalf of the City.
3. That the officers of the City and any 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, other instruments or 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 provisions of this Resolution and the attached License Agreement.

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

ADOPTED AND APPROVED this the ____ day of _____, 2016.

 PRESIDENT OF THE CITY COUNCIL OF THE
 CITY OF OPELIKA, ALABAMA

ATTEST:

 CITY CLERK

LICENSE AGREEMENT FOR FIREWORKS EXHIBITION AND DISPLAY

THIS LICENSE AGREEMENT is entered into this the _____ day of _____, 2016, by and between OPELIKA CITY BOARD OF EDUCATION, sometimes referred to hereinafter as the “Board”, and the CITY OF OPELIKA, ALABAMA, a municipal corporation, sometimes referred to hereinafter as the “City”.

RECITALS

WHEREAS, the City desires to use a portion of the Opelika High School Campus for the 2016 Freedom Celebration fireworks exhibition and display (the “events”); and

WHEREAS, the Board is willing to grant the City a license to use certain areas of the campus in accordance with the terms and conditions set forth herein.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Grant of License. The Board hereby grants the City, upon the terms and conditions hereinafter expressed, a license to use those areas of the campus described in Exhibit “A” hereto, (the “Authorized Areas”) including rights of ingress and egress for the City’s Independence Day exhibition and display to be held on July 1, 2016. The City and its contractor may begin setup July 1, 2016. The City shall employ a licensed pyrotechnic operator to supervise, manage and direct the discharge of outdoor display fireworks.

2. Covenants of the City. The City hereby covenants with the Board:

- a. To obtain all necessary permits and licenses, pay all charges and fees, and give all notices necessary and incidental in connection with the event.

- b. To review the display site conditions in advance of the event and correct any deficiencies.
- c. To police, monitor and appropriately control the behavior of spectators attending the event.
- d. To provide adequate police protection, roping, fencing and/or other fire control measures.
- e. To clean up all debris in Authorized Areas after the conclusion of the event.
- f. To take all reasonable precautions to protect against bodily injury or property damages that may occur in connection with the event.

3. Indemnification. The City hereby agrees to indemnify and save the Board harmless from and against all claims, costs, liabilities, damages, and expenses, (including, but not limited to, reasonable attorney's fees) arising directly out of or in connection with

- a. Any negligence, omission, fault, strict liability or product liability in connection with the event;
- b. Any failure of the City or its contractor to comply with any applicable law, ordinance, rule, regulation, order, license, permit, and other requirement now or hereinafter in effect, of any governmental authority; or
- c. Any breach of or default under this Agreement by the City.

4. Governing Law. This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Alabama.

5. Entire Agreement. This Agreement contains the entire Agreement of the parties and all representations, agreements and statements made previously by any party to the other, except as set forth herein, are null and void.

6. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

7. Amendments. This Agreement constitutes the full and complete agreement between the parties hereto. It may, however, be amended in writing by mutual agreement of the parties hereto.

IN WITNESS WHEREOF, the undersigned authorized officials of the parties have hereunto set their hands on the day and year first above written.

OPELIKA CITY BOARD OF EDUCATION

BY: _____
ITS

DATE: _____

CITY OF OPELIKA, ALABAMA

BY: _____
ITS MAYOR

DATE: _____

RESOLUTION NO. 022-16

Renew Contract with Palmetto Eng. for Crescentlink Fiber Network - OPS

RESOLUTION NO. _____

**RESOLUTION APPROVING A PROPOSAL SUBMITTED BY PALMETTO
ENGINEERING AND CONSULTING, LLC FOR CRESCENTLINK FIBER NETWORK
MANAGEMENT ANNUAL MAINTENANCE**

WHEREAS, Palmetto Engineering and Consulting, LLC (“PEC”), is a professionally licensed engineering firm; and

WHEREAS, PEC specializes in GIS and ESRI data integration solutions and development; and

WHEREAS, PEC developed CrescentLink GIS software specifically designed for management of telecommunications related facilities; and

WHEREAS, PEC’s staff includes a Data Solutions Department which installs and maintains CrescentLink software; and

WHEREAS, Opelika Power Services (“OPS”) utilizes the CrescentLink software developed by PEC; and

WHEREAS, pursuant to Resolution No. 057-13, the City of Opelika, Alabama (the “City”) entered into a three year contract with PEC to maintain the City’s Crescent Link fiber network; and

WHEREAS, the City desires to renew said contract; and

WHEREAS, a proposal dated January 12, 2016 (the “Proposal”) has been prepared by

PEC and submitted to the City Council for approval and the City Council has now determined that it is in the best interest of the City and its citizens to approve said Proposal.

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

1. That the Proposal dated January 12, 2016 submitted by PEC for CrescentLink fiber network annual maintenance, a copy 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 execution and delivery of said Proposal.

2. That the Mayor is hereby authorized and directed to execute and deliver said Proposal 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 Proposal.

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

ADOPTED AND APPROVED this the _____ day of _____, 2016.

PRESIDENT OF THE CITY COUNCIL OF THE
CITY OF OPELIKA, ALABAMA

ATTEST:

CITY CLERK



3504-320 Highway 153
 Greenville SC 29611
 (864) 846-8146 main
 (866) 291-5275 toll free fax

Quotation

Date: 1/11/2016

Contact: Bruce Smith
 864-245-0860

City of Opelika, AL Power Division
 1010 Avenue C
 Opelika, AL 36801
Attn: Terry Coxwell

Phone: 334-705-5576

Item	Qty	License Description	Unit Price	Extended Price
1	1	CrescentLink ELA for 2016 This ELA allows the City of Opelika unlimited edit and view licenses for the use of CrescentLink. It includes all updates and upgrades and unlimited support via phone and/or email.	25,000	25,000
			Total	\$25,000

This is a budgetary quotation for Terry Coxwell. This quotation is for CrescentLink software only and does not include any system integration, data conversion, or training costs. A charge of \$150 per hour plus travel and reasonable out-of-pocket expense like meals and hotel will be assessed for such services.

Attachment: ELA 2016 budgetary renewal for City of Opelika (022-16 : Renew Contract, Palmetto Eng, Fiber Network - OPS.)



January 12, 2016

**Proposal:
CrescentLink® Fiber Network Management Annual Maintenance**

For City of Opelika, Alabama

IFP #B13-014 GIS Fiber Mapping Software



**Prepared for:
City of Opelika, Alabama**

Purchasing Department

**PO Box 390
Opelika, AL 36803-0390**

Attention: Purchasing Department

**Prepared by:
PALMETTO ENGINEERING & CONSULTING, LLC.
WWW.PALMETTOENG.COM**

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1.0 Company Introduction and Background

Palmetto Engineering & Consulting, LLC. (PEC) is a professionally licensed engineering firm founded in August of 2006. Our staff combines the talents of 8 registered Professional Engineers, cumulatively licensed in twenty-four states (including, Alabama, Georgia, Mississippi and Tennessee); 15 plus senior telecom professionals with a level of experience exceeding 20 years each; along with a consistently expanding group of experienced technicians and engineers totaling 160+ employees. The firm provides electrical and civil engineering services to clientele in the electric power, telecommunications, oil & gas production, and manufacturing sectors. Of particular interest, for the purposes of this proposal, are the services provided to the electric power industry relating to Geographic Information Systems and the programmatic organization and manipulation of communications facilities.

In addition to the traditional engineering services stated above, PEC's staff includes a Data Solutions department, which develops, installs, and maintains our CrescentLink GIS software specifically designed for management of telecommunications-related facilities. This group includes 3 senior software designers, numerous project managers, and a staff of conversion technicians focused on providing seamless and easy conversion from legacy facilities management systems to the CrescentLink platform.

PEC has grown from an original staff of six in 2006 to over 160 plus employees in the nine years since the firm's inception. This growth is attributable to a satisfied client base and favorable word-of-mouth referrals based upon the quality of services PEC provides. The company continues to expand operations, both geographically and through practice diversity. The Mission Statement for the firm is as follows: "Palmetto Engineering & Consulting exists to provide superior engineering and consulting services in a way that creates value for our clients, provides meaningful careers for our employees, creates opportunities to strengthen our firm, and enriches the communities where we work and live." Adhering to this vision and consistently pushing the Mission deep into the firm has resulted in a corporate culture that appreciates clients, drives creative solutions, and emphasizes value.

Palmetto Engineering is located corporately in upstate South Carolina with a headquarters office in the small community of Piedmont (10 miles south of Greenville), but the firm also maintains offices in St. Matthews, SC; and West Jefferson, North Carolina and Little Rock, AR. The Data Solutions group is located in an office in Charlotte, NC. For the purposes of the City of Opelika, Alabama GIS Fiber Mapping Project, the PEC Data Solutions office, in Charlotte, North Carolina, will serve as the primary support facility.

2.0 Company key competitive advantages in the market

Palmetto Engineering & Consulting, LLC. (PEC) is first and foremost a professional engineering firm. PEC designed and developed CrescentLink for internal needs and for telecommunication engineering clients' needs. Once CrescentLink began gaining interest in the telecommunication industry, PEC realized it had a few key advantages that, beforehand, were assumed to be prevalent among most other solutions in the same market. Below are *just a few* of the competitive advantages we have discovered:

2.1 Knowledge and Understanding of Outside Plant and Inside Plant

CrescentLink is developed by telecom engineers, for telecom engineers. We have discovered many of our competitors' shortcomings can be explained by the developers' lack of day-to-day activity in a telecom engineering environment. At PEC, we try to drive the engineering as deep into the code as possible, meeting engineering requirements every step of the design and development process.

2.2 Speed

CrescentLink not only runs fast, its user interface design provides for fast workflows by mapping technicians. We are regularly reminded of this by our clients as they are surprised at how much faster their workflows are than what they anticipated.

2.3 Simplicity

Much additional work is applied during design and development to keep the user interface and workflows as simple as possible. And although we get told by our clients CrescentLink is the easiest yet most powerful fiber management tool in the industry, we still strive to make it simpler at every software feature addition.

2.4 ArcGIS 10.0 - 10.3

The very first line of source code written developing CrescentLink was done so specifically for ArcGIS 10. ArcGIS 10 was a dramatic departure from previous versions that broke many existing extensions, including every other fiber management tool available for ArcGIS at the time. Some have only recently recovered and released versions compatible with ArcGIS 10. All still carry legacy code originally designed and developed prior to ArcGIS 10. CrescentLink is the freshest ArcGIS 10 solution available.

2.5 Simplicity of the Sabal Data Model (SDM)

The SDM is the data model on which CrescentLink relies. It is only made up of simple features that can be used easily outside of CrescentLink without additional software. Many systems require the use of the specialized software whenever the data is accessed, no matter from where. At PEC, we believe the data is 100% in control by the client and should be easy to access with or without CrescentLink, including over the web

and on mobile devices. CrescentLink is only required for the specialized functions it provides like tracing, connecting, and producing splice diagrams.

2.6 Dynamic Circuit Management

No circuit master is required. Whenever circuits are presented by name to the user, the circuit information is obtained directly from the circuit's participating equipment. This is a huge benefit that, by virtue of its design, prevents circuit details from becoming unsynchronized from primary circuit data.

2.7 Splice Diagrams

Splice diagrams are obtainable from competing systems. However, only CrescentLink produces a splice diagram usually in less than a second that is already in the form of a PDF. CrescentLink does this dynamically without retaining a library of diagrams. That is, every splice diagram is derived directly from the source splice point in the map. And CrescentLink does this without the use of any additional software beyond ArcMap and CrescentLink itself. No additional software purchase is necessary.

2.8 Customer Information System (CIS) Interface

Most if not all competing solutions provide some sort of CIS interface. CrescentLink's interface is unique in its simplicity. Often, if the CIS has not already been interfaced, the interface can be developed and deployed. Once interfaced, customer information, including name and phone number can be shown on any fiber in any single piece of cable anywhere in the map.

3.0 Software Technical Description

CrescentLink is made up of two fundamental additions to Esri® ArcGIS® 10.3. The first is the increasingly popular Sabal Data Model (SDM). The second is the CrescentLink® software extension that manages the first. Together these components empower the user to manage telecommunication networks natively inside the industry leading GIS solution, ArcGIS 10.3.

3.1 Principle-based Design

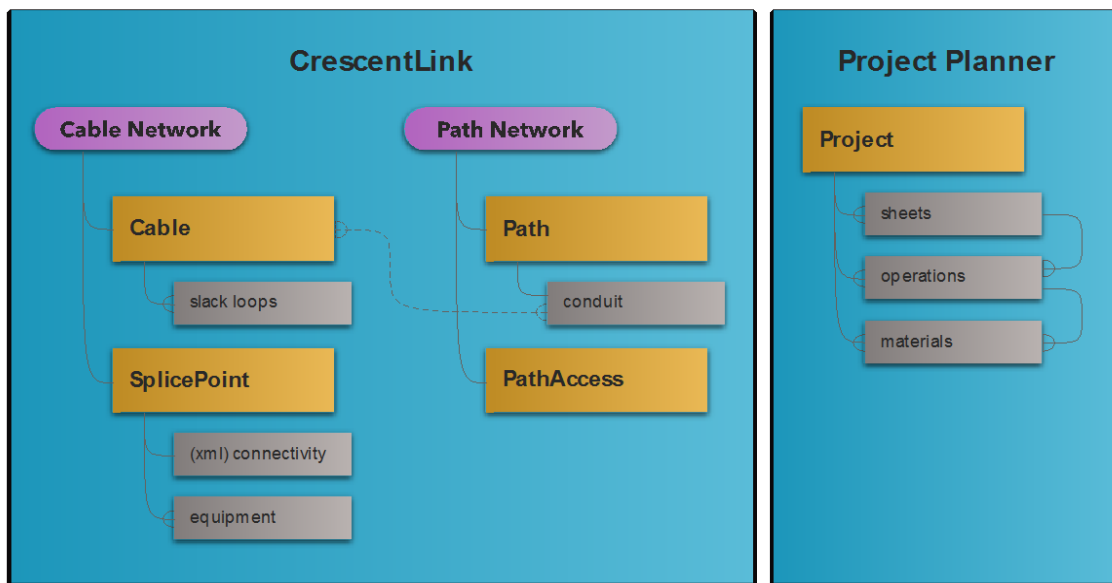
Before the software is described, it is important to understand the principles on which the software was built. CrescentLink is the latest entry in a field of telecommunication mapping and management competitors. Developing CrescentLink as late as they did gave the developers the advantage of designing the data model and software with none of the baggage associated with versions of ArcGIS prior to version 10. ArcGIS 10 introduced new levels of simplicity for the user experience. CrescentLink was designed with the same goal of keeping the user experience simple. Even CrescentLink configuration is simple in that the geodatabase drives the software; no additional

configuration is required. Users will find the following principles in the CrescentLink design:

- Users coming to CrescentLink will be learning or will already know how to use ArcGIS 10. Minimizing the amount of additional user interface to learn and navigate will make the user more productive.
- If the data model is simple to understand, it remains easy to access and share, allowing maximum value to be obtained from it.
- Esri provides abilities to developers to make complex and customized features in the geodatabase. If developers can resist the temptation to use these easier techniques for managing cable in the geodatabase, the data can remain simple to access and share throughout the entire Esri ecosystem, even without CrescentLink present.

3.2 Sabal Data Model

The Sabal Data Model (SDM) is the data model in which CrescentLink manages all the fiber cable and equipment records. It was designed to be easy to access directly and understand, yet complete enough to handle any future enhancements to the software.



The SDM was designed, developed, and documented. As such, the SDM structure is wholly owned by Palmetto Engineering & Consulting, LLC. Only simple Esri feature classes and tables are used by the SDM. They are all totally open and accessible by any users of the geodatabase, including third-party developers or software.

The SDM starts with an Esri geometric network made up of *sdm_SplicePoint* features and *sdm_Cable* features. The *sdm_SplicePoint* feature class can be setup in the geodatabase to have any subtypes desired (e.g. building, cabinet, splice can, etc.). The *sdm_Cable* feature class, however, is required to use subtypes fiber, copper, and coax as prescribed by CrescentLink. Future releases of CrescentLink may add additional subtypes. CrescentLink stores all connectivity and equipment as detail data associated with the splice point. Lastly, storage loops (a.k.a. slack loops) are point features associated with cable features.

A second geometric network is used to manage *sdm_Path* and *sdm_PathAccess* features. These features are used to model the physical paths in which cables and conduit follow. Conduit is modeled within paths while cables, although drawn separately, are assigned to paths, in conduit or direct buried (or lashed if aerial path is modeled).

Additional feature classes and tables are included if CrescentLink Project Planner is used.

Some might say the SDM is too simple to track the diversity of telecom mapping scenarios. Experience with the SDM has shown the opposite. Although the SDM is made up of only a few feature classes and tables, it has all the subtypes and attributes needed to symbolize and label maps for many different audiences and special requests. Moreover, the simplicity of this data model provides the most flexibility to adapt to future needs with minimal retooling. This should be seen as added value in the form of savings long term.

3.2.2 CrescentLink®

CrescentLink® simplifies the management of complex fiber networks right inside the map. The following is a general overview of CrescentLink's abilities and functions:

- Track every individual strand in every cable.
- Manage circuits to the port level, color-coded.
- Handle inside and outside plant inventory.
- Show an entire circuit trace from any location.
- Track owners, users and leases within the module.
- Perform OTDR trace functions from any location to quickly find where cable breaks are located.
- Manage complex fiber networks right inside the map.
- Manage equipment-to-equipment connectivity.
- Add slack loops and automatically add attenuation loss.

- Define custom equipment templates including ports and connector types.
- Custom composite cables (e.g. multi-mode and single-mode, 8-fiber tubes, etc.).
- Track the stages of fiber installation from proposed to as-built.
- Create a material list and staking sheets automatically for printing.
- Can store images of the splice box at each splice point.
- Trace the fiber and display every step along the path.
- Print a fiber usage report based on user selection.
- Calculate the theoretical dB-loss of a selected fiber.
- Produce splicing diagrams automatically as PDF documents.
- Calculate a distance along the cable including slack loops.
- Map cables, panels, splitters, electronics, and even patch cables, to the point of being able to step through graphically allowing zooming and flashing of these objects' locations.
- Manage ISP and OSP inventory facilities including: Fiber cables, cabinets, manholes, hand-holes, splitters, splice cases, splices, storage loops, patch panels, towers, cable to cable, strand to strand, equipment to cable, cable to patch panel, etc.

CrescentLink is a single .NET dynamic link library (DLL) compiled as an extension for ArcGIS for Desktop. It is entirely written in C# and wholly owned by Palmetto Engineering & Consulting, LLC.



Within ArcMap (in ArcGIS for Desktop), the CrescentLink software extension presents two toolbars, *CrescentLink* and *CrescentLink Work Order*. The primary fiber management functionality is accessed through the CrescentLink toolbar. Anything related to work order management is in the second toolbar because an implementation may use a third-party work order management system and the CrescentLink Work Order toolbar can be turned off.

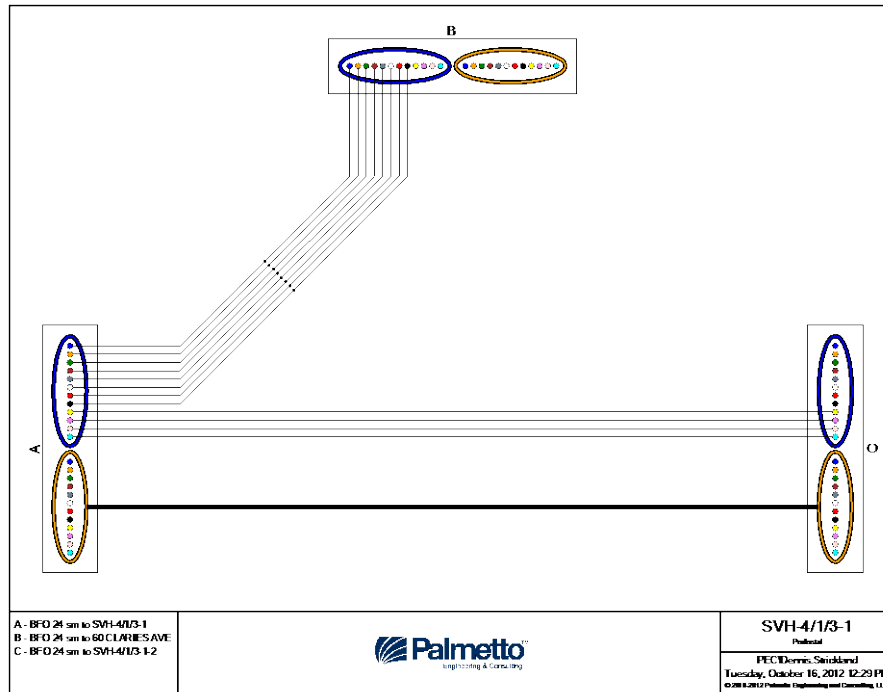
CrescentLink Toolbar



The first tool puts the user in CrescentLink Manager mode. When the user clicks splice points or cables, detail data is displayed. All cable circuit tracing and equipment management is accessed through this tool. Trace-specific reports are also accessed here.

The second tool puts the user in CrescentLink Connector mode. When connecting anything, whether it is via splice or patch cable, the user selects the two features involved in the map. A window opens where the user selects individual fibers or ports to be connected. The resulting connectivity is required for the tracing function in the first tool to work.

The third tool puts the user in Splice Diagram mode. The user can then click any splice location and see a splice diagram instantly. The splice diagram is generated as a PDF and can be saved, printed, or emailed. Below is a sample showing a single fiber drop splice:



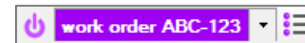
The fourth tool is used to help locate a cable break if an optical time-domain reflectometer (OTDR) is used from anywhere in the coverage area. Wherever the technician shoots a fiber with an OTDR, the OTDR returns the distance between where he or she is and the other end of the fiber. This location and distance are entered into the OTDR Trace tool and CrescentLink returns the fiber segment where the break is located.

The CrescentLink Reporter tool is the fifth tool in the toolbar and opens a report viewer. All prebuilt reports are accessed through this function, including Continuing Property Records (CPR) and Work Order Materials.

Although ArcMap already contains an extensive, feature-rich search tool, CrescentLink Search, the sixth tool in the toolbar, provides an easy search for facilities and customers by name or phone number. When the user just wants to get to a known splice location, the fastest way is by using the CrescentLink Search.

The seventh tool on the toolbar is the Phone Number Trace tool. When the CrescentLink assignment table is populated with customer data, the user can get a finished trace of the customer's circuit by entering the customer's phone number.

CrescentLink Work Order Toolbar



The first tool (on the right edge) opens the Work Order Manager window. From here existing work orders can be viewed along with a list of materials and their status of proposed or existing. This is also where new work orders are created. Work orders and all or part of the associated materials can be marked as existing once the technician verifies all the map data is correct. This process is using the CrescentLink status attribute found throughout the SDM. This allows the proposed work orders to be highlighted in the map.

The second tool is used to tell CrescentLink that a specific work order is being designed in the map. The user selects from the list of current proposed work orders and then turns work order mode on. While in this mode, any CrescentLink features drawn in the map are marked as proposed and belonging to the current work order. It is this work order design phase that builds the list of materials found in the Work Order Manager.

3.2.3 CrescentLink® Project Planner

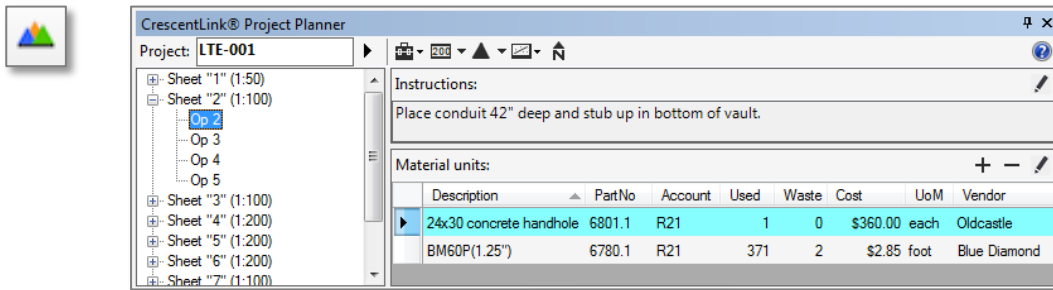
CrescentLink® Project Planner automates cost estimation and construction map generation. The following is a general overview of Project Planner's functions:

- Tracks status of a project
- Assigns a project to staff or crew
- Designates work operations at locations
- Supports multiple work operation types (construction, splicing, etc.)
- Manages instructions for each work operation
- Assigns construction units and labor at work operations
- Displays work operation instructions and units in the map
- Includes notes and dimensions in the map
- Outputs construction prints (PDF)
- Shows map and units on each construction print
- Automates placing and rotating map sheet rectangles

- Allows multiple map scales in one project
- Maintains archive of past projects
- Exports project units and costs to Microsoft Excel

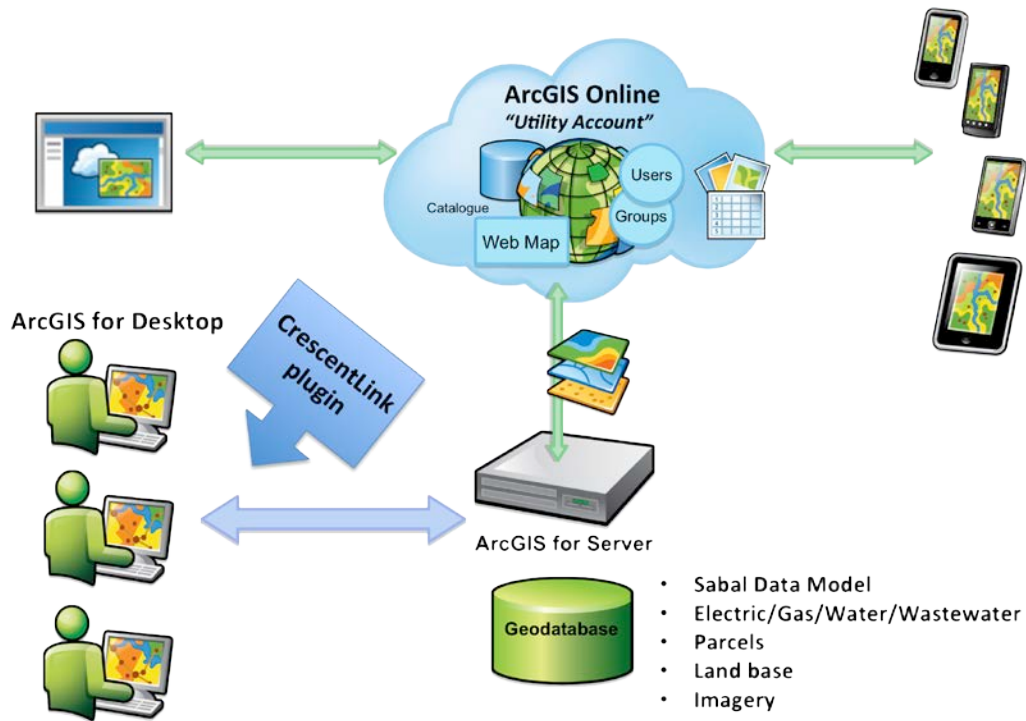
CrescentLink Project Planner is a single .NET dynamic link library (DLL), compiled as an extension for ArcGIS for Desktop. It is separate from the primary CrescentLink extension mentioned earlier. It is mostly written in C# but employs the use of Python for map book automation. CrescentLink Project Planner is wholly owned by Palmetto Engineering & Consulting, LLC.

CrescentLink Project Planner appears on the toolbar as a single icon made up of three triangles (triangles are typically used to symbolize work operations in the map). This tool is used to open or close the Project Planner window. When the window is open, Project Planner is active and provides all the project management functionality mentioned earlier.



3.3 Mobile and Web

It is clear Esri is focused on getting GIS in the hands of technicians in the field. By virtue of CrescentLink being designed and developed on ArcGIS 10 and 10.1 and the SDM being made up of simple geodatabase feature classes and tables, CrescentLink is ready for mobile and web today. A CrescentLink implementation can include enabling a workforce with mobile mapping tools simply by applying ArcGIS for Server and/or ArcGIS Online. CrescentLink-specific functionality exposed through ArcGIS for Server (e.g. circuit tracing and equipment management) is planned for release in 2013. The diagram below shows how a complete implementation can be setup today.



4.0 Description of Staff for Ongoing Support

4.1 Ongoing Support

While the City of Opelika is current on their maintenance, free support is provided by PEC by phone and by email. This includes troubleshooting and bug fixes such that day-to-day operation of CrescentLink can be maintained with minimal interruptions.

CrescentLink is advancing with new features being added every month. In emergencies or to meet a commitment, a point release will need to be installed. And for every major new release, installation may be desired. In both cases, PEC provides online assistance in the installation of the update. This is also provided free under maintenance.

Additional charges apply if custom features and custom enhancement additions are provided. This will always be negotiated in advance of any such work.



5.0 Staff Qualifications

George H. Wyatt, Jr., P.E. – President & CEO

Serves as PEC's Director of Telecommunications Engineering from the PEC corporate office located in Piedmont, South Carolina. He is responsible for staff planning and development, long-range strategic planning, major projects management, business development, and ongoing operations of this division of the company. He also provides professional oversight of all engineering related to plant design, staking, construction, and Data Solutions CrescentLink implementations and conversions.

Before forming Palmetto Engineering & Consulting, LLC, Mr. Wyatt served sixteen (16) years in private practice consulting specializing in telecommunications for independent telephone companies. Also his experience includes ten (10) years with Duke Power Company in distribution engineering and industrial power engineering. He has served in senior management in the consulting business for the past twenty (20) years serving the project needs of clientele throughout the nation.

Project experience includes assisting telecommunications and electric utilities, petroleum producers, and municipal entities with planning, designing, budgeting, and implementing a variety of initiatives such as private IP/data networks, electric distribution system upgrades and grounding enhancements, long haul fiber backbones, cable television green-field start-ups, fiber fed serving area designs, global positioning system (GPS) based GIS records management systems, digital video headend installations, and digital switching system evaluations/purchases.

Over the past six years, Wyatt's focus has been on assisting telecommunications and electric utility clients extend their fiber optic cable backbones and drive fiber facilities deeper into their networks (including FTTH deployments). Several of these projects were performed under tight implementation timelines driven by government stimulus parameters.

Wyatt frequently speaks about telecom-related issues to various audiences. He has presented a number of topics on advanced network evolution, FTTH networks, and advanced telecommunications service deployments to forums including the National Telephone Cooperative Association, state public utility commissions, client boards of directors' events, Association of Communications Engineers (ACE) training seminars, and numerous state and regional telephone associations.

EDUCATION: Master of Business Administration, Clemson University
 Bachelor of Science, Electrical Engineering, Clemson University



PROFESSIONAL REGISTRATIONS: South Carolina, Alabama, California, Colorado, Georgia, Kansas, Kentucky, Maryland, Nebraska, New Jersey, New York, North Carolina, Oklahoma, Pennsylvania, Tennessee, Texas, and Virginia

PROFESSIONAL AFFILIATIONS: Association of Communications Engineers, American Consulting Engineers Council, Fiber to the Home Council

Bruce L. Smith – Executive Vice President, OSP

Serves as Vice President for Outside Plant (OSP) Operations from the PEC corporate office located in Piedmont, South Carolina. Bruce is responsible for Data Solutions (CrescentLink) and overseeing projects ranging from OSP design, staking, construction and contract management to GIS mapping to central office equipment (COE) design and installation.

Before joining Palmetto Engineering & Consulting in 2008, Mr. Smith served ten (10) years in private practice consulting specializing in OSP and COE telecommunications for independent telephone companies. Mr. Smith's background in business also helps with developing business models and long range planning and organization for profitable projects.

Project experience includes overseeing the design, construction and implementation of Multiple CLEC copper overbuilds, as well as rapid fiber build outs and installations. Mr. Smith's experience includes Copper and Fiber Design, Staking, Cutover and Installation, Construction Management, COE Design and implementation, and overall department management for PEC. Bruce has also worked with many RUS clients and is familiar with all RUS contracts and procedures including OSP, COE, and Engineering.

Mr. Smith currently serves in the capacity of Executive Vice President, and has direct oversight for Data Solutions and several projects including stimulus-funded fiber cabling build outs, customer premise installation crews, and GIS-based records mapping conversions.

EDUCATION: Bachelor of Science, Business Administration, Charleston Southern University ('97). Currently pursuing an Electrical Engineering degree through the University of North Dakota.

Brian Winegarden - GIS Project Manager

Serves as GIS Project Manager from the PEC Data Solutions office located in Fort Mill, South Carolina. He is responsible for managing CrescentLink implementations and conversions, as well as managing the GIS implementation and conversion projects for



electric distribution. He plans, assigns, trains, and reviews the work of all the technicians working on GIS projects.

Mr. Winegarden has served twelve (12) years in the GIS industry. His experience includes five (5) years with Wake Electric in the engineering department. Since being in the consulting and implementation business he has served as a project manager on projects for fifteen (15) utilities and five (5) municipalities around the nation.

Project experience for telecommunications and electric utilities include; implementation of GIS system, data conversion to CrescentLink®'s Sabal Data Model(SDM), data conversion to Milsoft's Engineering Analysis model, and both traditional and terrestrial LiDAR asset inventories.

EDUCATION: Bachelor of Science, Geographic Information Systems, State University of New York at Cortland

Dennis Strickland - Software Development Manager

Mr. Strickland serves as Software Development Manager for Palmetto Engineering and Consulting, LLC, from the PEC Data Solutions office located in Fort Mill, South Carolina. He is responsible for the design and development of the CrescentLink fiber and copper management software and serves as the primary developer. He also manages the design of the Sabal Data Model used by the CrescentLink software.

Before Mr. Strickland's employment with PEC, he spent eight (8) years working directly for a privately held telecommunications company designing and developing GIS solutions. He also worked twelve (12) years as a GIS programmer for a telecommunications consulting engineering company performing GIS implementations and programming work for independent telephone companies.

Mr. Strickland's experience in the telecommunications industry started in 1989 and he has been designing and writing software since 1991. During his career, he has designed and developed GIS applications to support and manage fiber optic, twisted pair copper and coaxial networks. He has designed and managed databases using Microsoft SQL, DB2, Oracle and PostgreSQL. Mr. Strickland has also served as a project manager overseeing and performing complete GIS implementations, database and record conversions into multiple GIS applications for independent telephone companies

EDUCATION: Bachelor of Science, Computer Science, Winthrop University



Tim Sexton - Senior Software Developer

Serves as a software developer based out of the PEC Data Solutions office located in Fort Mill, South Carolina. He is primarily responsible for the development, maintenance, and implementation of PEC's fiber management tool, CrescentLink, developing data conversion utilities, and implementing ArcGIS mapping solutions.

Before joining Palmetto Engineering & Consulting, LLC, Mr. Sexton worked for Intergraph Government Solutions, LLC, providing professional software development services as a contractor to the US Army for eight (8) years. He also has six (6) years of additional experience managing and implementing enterprise mapping systems for rural telecommunication companies as an IT consultant.

Recent projects include a work order management addition to PEC's CrescentLink, a Silverlight web based dashboard with mapping capabilities for Fort Bragg, a habitat evaluation toolbar in ArcMap for the US Fish & Wildlife Service, a mobile data collection application for the Environmental branches of Forts Benning, Stewart and Gordon, a work order management web solution for Fort Gordon DPW, and the management of Pope Air Force Base's GeoBase enterprise GIS system for the 43rd Civil Engineering Squadron along with its transition to Fort Bragg post base closure. Sexton also has experience with global positioning systems (GPS) and GIS records management systems.

For the past several years, Sexton's primary focus has been developing software and processes that help integrate diverse systems into a common data format to aid managers and users with better decision making tools. Sexton has integrated systems from several different categories to include work management, environmental compliance, energy awareness, GIS or spatial awareness and real property records.

EDUCATION: Bachelor of Science, Information Technology & Internet Systems Development, National American University

PROFESSIONAL CERTIFICATIONS: CompTIA A+ Certified, License COMP001020071456, March 2010



6.0 Cost Breakdown

The tables below show all known costs as of the date of this proposal.

6.1 Enterprise License Agreement (ELA) Alternative

PEC offers an ELA as an alternative to traditional per-seat pricing; instead of licensing specific capabilities to specific users for an upfront cost followed by ongoing annual maintenance of 20%, ELA licenses the software to be used by anyone in the enterprise for a flat annual fee. Because the ELA is so cost effective compared to traditional licensing, PEC requires a three-year commitment. Because the City of Opelika has fulfilled the three-year commitment, PEC offers to renew the ELA on an annual basis for up to five years. An ELA invoice will be sent at the beginning of each respective year of license one month prior to the anniversary date of issue.

The CrescentLink Enterprise License Agreement (ELA) includes:

- The latest CrescentLink software
- CrescentLink software upgrades, patches, and fixpacks
- Unlimited edit and view seats
- CrescentLink software support (by phone and email)
- PEC Annual User's Conference
- Project Planner

The CrescentLink ELA annual fee is \$25,000, renewable every year for up to five years. The table below represents annual maintenance charges for the City of Opelika, AL for the next five years.

item description	qty	cost	extended
CrescentLink® ELA, year 4		\$25,000	\$25,000
CrescentLink® ELA, year 5		\$25,000	
CrescentLink® ELA, year 6		\$25,000	
CrescentLink® ELA, year 7		\$25,000	
CrescentLink® ELA, year 8		\$25,000	
Total			<u><u>\$25,000</u></u>



9.4 Signature & Acceptance page

Consistent with the Contract Documents, PEC agrees to terms and conditions for payment of software product and conversion services. Annual maintenance payments are to be made from the City of Opelika, Alabama to PEC upon acceptance of this proposal and execution of contract.

Proposed as a response to the City of Opelika, Alabama IFP #B13-014 dated January 12, 2016.

Bruce Smith, Executive VP, January 12, 2016

Acceptance by:
 Name

Title

Date

RESOLUTION NO. 023-16

2016 Workers' Compensation Renewal - HR.

RESOLUTION NO. _____

**RESOLUTION APPROVING ADDENDUM TO
MWCP PARTICIPATION AGREEMENT**

WHEREAS, all Alabama employers are required by law to have Workers' Compensation Insurance; and

WHEREAS, the Municipal Workers' Compensation Fund ("MWCF") was established by the Alabama League of Municipalities in 1976 and is the second oldest League insurance pool in the nation; and

WHEREAS, MWCF is a member-owned group, self-insurance pool that provides a direct means for cities and towns to save on Workers' Compensation costs; and

WHEREAS, as a MWCF member, the City of Opelika, Alabama (the "City") heretofore entered into an MWCF Participation Agreement with MWCF to provide Workers' Compensation benefits for City employees; and

WHEREAS, a proposed Addendum to the MWCF Participation Agreement has been prepared and submitted to the City Council for approval; and

WHEREAS, said Addendum provides for a \$250,000 deductible per claim per year program; and

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

WHEREAS, the estimated MWCF contribution billing for the policy year beginning on February 1, 2016 is \$123,885.00.

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

1. That the proposed Addendum to the MWCF Participation Agreement to be entered into between the City and MWCF, 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 the execution and delivery of said Addendum.

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

3. That the Purchasing-Revenue Manager is hereby authorized and directed to issue all necessary and appropriate purchase orders required to pay all contributions and costs related to the MWCF Participation Agreement.

4. 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 Addendum to the MWCF Participation Agreement.

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

ADOPTED AND APPROVED this the _____ day of _____, 2016.

PRESIDENT OF THE CITY COUNCIL
OF THE CITY OF OPELIKA

ATTEST:

CITY CLERK

Attachment "A"

Dear City of Opelika:

On behalf of The Municipal Workers Compensation Fund (MWCF), we would like to thank you for purchasing workers comp coverage through MWCF for your entity.

This addendum to the MWCF Participation Agreement simply confirms your deductible program and your portion of each claim that City of Opelika will pay under this program. City of Opelika is on a \$250,000 deductible per claim per year program. MWCF will pay all expenses on each claim that exceeds \$250,000 and City of Opelika will pay all expenses on each claim up to the first \$250,000 of each claim.

You agree by signing this addendum, that in the event you do not pay the deductible reimbursement expenses on this program in a timely manner, MWCF may offset any balance due to them, against un-earned premiums paid in by you, against any deposit paid in by you, any dividends due to you and may accelerate any un-paid premium payments under any financing agreement. You further agree, that in the event your entity does not reimburse deductible expenses back to MWCF, you understand that MWCF may cancel your existing workers compensation insurance coverage under state law for non-payment.

You also agree that as a condition of this deductible program, you will furnish MWCF ongoing quarterly financial statements, if requested. In the event of a significant change in the finances of your entity, then the fund may re-underwrite the risk of your entity based on this deductible program mid-year. Re-underwriting may include termination of coverage, change in deductible amount or even elimination of deductible amount for the current coverage term.

As part of our program MWCF will provide normal administrative services to your account, including claims below your \$250,000 deductible.

In addition to the standard MWCF services, it is important to note and understand that certain fees and expenses related to the administration of claims are included within the deductible portion of your policy. These expenses are called "allocated loss adjustment expenses" and are standard in the industry. City of Opelika must pay these expenses for the first \$250,000 of all claims. MWCF will only pay these expenses after the \$250,000 deductible of any claim is met. The "allocated loss adjustment expenses" are listed below.

ALLOCATED LOSS ADJUSTMENT EXPENSE

1. The term "Allocated Loss Adjustment Expense" shall mean such of the following items of expense incurred or authorized by Service Company as may be reasonable and necessary in connection with its provision of the Basic Services. The below items are the claims cost items that are to be considered in determining self-insured retention levels as well as deductible levels:
 - A. Medical examination of claimants, including the reasonable and necessary transportation expenses of claimants.
 - B. Reports from attending or examining physicians.
 - C. Attorneys' fees, disbursements, and expenses.
 - D. Court reporter services and transcripts.

Attachment "A"

- E. Stenographic services and transcripts.
- F. Witness attendance fees.
- G. Court costs.
- H. Appeal bonds.
- I. Printing costs related to trials and appeals.
- J. Testimony, opinions, appraisals, reports, surveys and analyses of professionals and experts.
- K. Automobile and Property appraisals.
- L. Trial and hearing attendance fees.
- M. Reports from government agencies or branches.
- N. Credit bureau reports.
- O. Private investigators.
- P. Photographers.
- Q. Medical or vocational rehabilitation.
- R. Medical costs containment services, i.e., utilization review, pre-admission authorization, hospital bill audit, provider bill audit and medical case management incurred at the request of Client.
- S. Extraordinary Claim investigation and/or travel expense incurred at the request of Client.
- T. Any similar service related to the investigation and defense of a particular Claim, or the protection of and collection of the subrogation rights of Client.
- U. Indemnity Benefits and Medical provider payments and associated cost containment fees, such as but not limited to RX out of contract repricing costs, etc.
- V. Out of State TPA service fees.
- W. Out of contract in-state and out-of-state bill adjudication fees.
- X. Medicare Set-Aside program management fees.

Attachment "A"

On behalf of MWCF, thank you for your support of the Municipal Workers Compensation Program.

Please execute this addendum, acknowledging that you have a \$250,000 deductible per claim. Once executed please return a copy of this document back to:

MWCF, Inc.
P O Box 1270
Montgomery, AL 36102

Addendum Authorizing Signatures for the City of Opelika:

By: _____ Date: _____
Authorized Municipal Official

Witness: _____ Date: _____



Municipal Workers Compensation Fund, Inc.
P.O. Box 1270
Montgomery, AL 36102

Estimated Contribution Billing

Name Of Insured:
City of Opelika
Attn: Lisa McLeod P O Box 390
Opelika, AL 36803

Policy Effective Date	2/1/2016
Policy Terminate Date	1/31/2017
Policy Number	001-2016-00912-000
Risk ID	014003061
Printed	1/12/2016 at 9:02 AM
DUE UPON RECEIPT	
TOTAL AMOUNT DUE	\$ 123,885.00

Policy Contact: Gary Fuller

Rate Code	Payroll Description	Rate	Basis	Payroll	Manual Premium
7380 AL	Drivers/Chauffeurs & helpers NOC-commercial- & drivers	7.87%	Payroll	470,128	\$ 36,999.00
7539 AL	Electric Power Co, NOC	4.73%	Payroll	1,318,707	\$ 62,375.00
7710 AL	Firefighters and drivers	7.08%	Payroll	3,153,925	\$ 223,298.00
7720 AL	Police officers & drivers	6.28%	Payroll	3,906,388	\$ 245,321.00
8292 AL	Storage warehouse NOC	6.21%	Payroll	87,938	\$ 5,461.00
8601 AL	Engineers	1.04%	Payroll	639,085	\$ 6,646.00
8810 AL	Clerical office employees NOC	0.33%	Payroll	4,354,218	\$ 14,369.00
8831 AL	Animal Control	2.47%	Payroll	39,921	\$ 986.00
9015 AL	Building Maintenance and Janitor	6.78%	Payroll	31,316	\$ 2,123.00
9101 AL	Library Workers/College Schools Other employees	5.03%	Payroll	313,922	\$ 15,790.00
9102 AL	Park NOC-all employees & drivers	4.54%	Payroll	1,018,665	\$ 46,247.00
9402 AL	Street cleaning & drivers	10.94%	Payroll	26,782	\$ 2,930.00
9403 AL	Garbage Collection	14.03%	Payroll	215,800	\$ 30,277.00
9410 AL	Building Inspection and Code Enforcement	2.57%	Payroll	379,661	\$ 9,757.00
Subcontractors					
8810 AL	Clerical office employees NOC	0.33%	Payroll	46,766	\$ 154.00
9102 AL	Park NOC-all employees & drivers	4.54%	Payroll	65,185	\$ 2,959.00
9410 AL	Building Inspection and Code Enforcement	2.57%	Payroll	9,150	\$ 235.00
Total				16,077,557	\$ 705,927.00

Premium Factors	Factor	Amount	Premium
Experience Modifier	.79		\$ 557,682.00
Safety Discount	3.00 %	\$ -16,730.00	
Drug Free	3.00 %	\$ -16,730.00	
Scheduled Discount	9.00 %	\$ -50,191.00	
Medical Protocol	4.00 %	\$ -22,307.00	
Volume Discount	4.90 %	\$ -27,326.00	
Deductible Factor	50.40 %	\$ -281,072.00	
Renewal Dividend		\$ -20,384.00	
7711 Volunteer Firefighters(7 at \$ 135.00)			\$ 945.00
Annual Premium			\$ 144,269.00
Total			\$ 123,885.00

Make Check Payable and Remit to:

Municipal Workers Compensation Fund, Inc., P.O. Box 1270, Montgomery, AL 36102

Total Now Due:	\$ 123,885.00
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Attachment: 001-2016-00912-000 City of Opelika ALM Estimated Initial Billing (023-16 : 2016 Workers' Compensation Renewal - HR..)

RESOLUTION NO. 024-16

Agreement, Goodwyn-Mills & Cawood, Design for Northpark Drive for GSF - Eng.

RESOLUTION NO. _____

**RESOLUTION APPROVING AGREEMENT FOR ENGINEERING SERVICES
WITH GOODWYN-MILLS AND CAWOOD, INC.**

WHEREAS, the City of Opelika, Alabama (hereinafter the “City”) has recognized the need to extend North Park Drive (the “Project”) to serve Golden State Foods facility; and

WHEREAS, professional engineering and surveying services are needed to prepare construction plans, specifications and other documents necessary for the construction of the Project; and

WHEREAS, Goodwyn Mills and Cawood, Inc. (“GMC”) is a professional engineering firm that possesses the requisite knowledge, skill and resources to design the Project and to prepare the necessary plans, drawings, specifications and other documents; and

WHEREAS, a proposed Agreement for Engineering Services (the “Agreement”) has been prepared by GMC 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 Agreement for Engineering Services.

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

1. That the Agreement for Engineering Services to be entered into between the City and GMC, a copy of which is attached hereto and incorporated herein by reference 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 execution and delivery of said Agreement.

2. That the Mayor is hereby authorized and directed to execute and deliver the Agreement in the name and on behalf of the City. The City Clerk is authorized and directed to attest said Agreement and to affix the seal of the City thereto.

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 compensation to be paid to GMC under and pursuant to the Agreement shall be paid from the 2011 Road Construction Fund and the Controller is hereby authorized and directed to make all necessary and appropriate budget adjustments and accounting entries to implement this Resolution.

5. That the Purchasing-Revenue Manager is hereby authorized and directed to issue a purchase orders to GMC for the provision of engineering services as outlined in the Agreement attached hereto at a total cost not to exceed \$115,800.

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

ADOPTED AND APPROVED this the _____ day of _____, 2016.

PRESIDENT OF THE CITY COUNCIL OF THE
CITY OF OPELIKA, ALABAMA

ATTEST:

CITY CLERK

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 2_____, by and between **THE CITY OF OPELIKA, ALABAMA**, hereinafter referred to as the OWNER, and **GOODWYN, MILLS & CAWOOD, INC.**, hereinafter referred to as the ENGINEER.

WHEREAS, the OWNER desires to have professional Engineering services and consultation performed relative to the preparation of plans and specifications for construction of **NORTH PARK DRIVE EXTENSION TO SERVE GOLDEN STATE FOODS**, hereinafter referred to as the Project.

WHEREAS, not having engaged any other engineers for the Project, OWNER desires to retain the ENGINEER as its sole and exclusive Engineering and consulting firm for the Project;

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the OWNER and ENGINEER do agree, each with the other, as follows:

ARTICLE 1. Basic Services.

Preliminary Design Phase

- 1.1 The ENGINEER will consult with the OWNER to determine the OWNER's requirements for the project.
- 1.2 The ENGINEER will conduct preliminary studies and investigations of the proposed work, prepare preliminary cost estimates, and make recommendations as to the general type and quantities of work that appear to be required.
- 1.3 Furnish the preliminary design documents to the OWNER.

Final Design Phase

- 1.4 On the basis of the accepted preliminary design documents and the opinion of probable Project Cost, prepare for incorporation in the Contract Documents final drawings that show the character and extent of the Project (hereinafter called "Drawings") and Specifications.
- 1.5 Provide technical criteria, written descriptions, and design data for OWNER's use in filing applications for permits and approvals typically required by law for similar projects.
- 1.6 Preparation of the following regulatory permit applications will be considered as part of Basic Services compensation: ALDOT Permit. ENGINEER will assist OWNER in applying for such permits and approvals. Once the permits are submitted to the regulatory agency, the ENGINEER will monitor the permitting process and all such time for tracking and monitoring shall be considered as Additional Services as stated in Article 2.
- 1.7 Preparation of and application of all other permitting, including ADEM Water Supply Permitting, environmental permitting as defined in Article 2, County Health Department Permitting, ADEM Stormwater permitting, and other permitting shall be considered Additional Services.
- 1.8 Advise OWNER of any adjustments to the latest opinion of probable Project Cost caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications. ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Project Cost prepared by ENGINEER.
- 1.9 Prepare for review and approval by OWNER, its legal counsel and other advisors, contract agreement



forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

- 1.10 Furnish copies of the above documents and present and review this in person with OWNER.

Bidding Phase

- 1.11 After the OWNER's acceptance of the plans and specifications as well as ENGINEER's most recent estimate of probable Project cost, and upon OWNER's authorization to proceed, ENGINEER shall proceed with performance of the services called for in the Bidding Phase. This phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase.
- 1.12 The ENGINEER will assist the OWNER in preparing the Contract Documents, the bid and any pre-qualification packages, and any necessary advertisements, in receiving bids and any pre-qualification applications for the Project, in conducting any pre-bid conferences and bid openings, and in making recommendations for qualifying contractors and awarding contracts for construction. For projects subject to the competitive bid law, the OWNER is responsible for the final determination of the lowest responsible and responsive bidder to whom a construction contract is awarded, shall obtain such legal counsel as necessary to make that determination, and shall hold ENGINEER harmless therefrom.
- 1.13 Issue addenda as appropriate to clarify, correct or change the bidding documents.
- 1.14 Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.
- 1.15 Consult with and advise OWNER as the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.
- 1.16 Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and assembling and awarding contracts for construction, materials, equipment and services.

ARTICLE 2. Additional Services

The following scope of services shall be considered additional work from the Basic Services outlined in Article 1. Unless the Additional Services are authorized in Article 4, Compensation, in this Agreement, then the OWNER and ENGINEER shall agree through a written amendment hereto, for the ENGINEER to furnish, or obtain from others, additional services of the types listed below. These services will be paid for by the OWNER as indicated in the Agreement.

- 2.1 Geotechnical Investigations and Report including but not limited to soil borings and physical testing of materials and equipment to be incorporated in the work and other such analysis or testing when necessary or deemed advisable by the ENGINEER for the design of the Project.
- 2.2 Geotechnical Materials testing services during construction, including but not limited to collection and testing of concrete cylinders, density testing of compacted soils, asphalt testing, laboratory tests of soils and materials required beyond the testing included to confirm contract compliance upon initial installation. Cost for additional testing due to noncompliance will be considered additional services.
- 2.3 Once the regulatory permits, including those outlined in Article 1, are submitted to the regulatory agencies, the ENGINEER will monitor the permitting process and all such time for tracking and monitoring and for re-submittal to an Agency who had lost the application, shall be considered as an



- Additional Service. Tracking and monitoring will consist of telephone calls, meeting with Agency personnel, and courier services.
- 2.4 Performing Stormwater and Water Supply Permitting Services including preparation of ADEM permits and BMP Plans and performing Stormwater Inspection Services during Construction.
 - 2.5 Performing survey work for preparation of easements and deeds, courthouse research, easement preparation and acquisition, research of legal documents, boundary surveys, and post construction services.
 - 2.6 Preparation, submittal and tracking of permits required from the following agencies or any other regulatory agency, other than those specific permits listed in Article 1, Final Design Phase: US Fish & Wildlife Service, Alabama Historical Commission, Soil Conservation Service, EPA, Corps of ENGINEERS, ADEM, County Health Department. Performing environmental permitting and investigation work including but not limited to wetlands delineation, wetlands mitigation, and field and office work associated with assisting the OWNER in obtaining agency approvals.
 - 2.7 Preparation of applications and supporting documents (in addition to those furnished under Article 1, if applicable) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 - 2.8 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.
 - 2.9 Services resulting from significant changes in the scope, extent, or character of the portions of the Services designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's control.
 - 2.10 Providing renderings or models not defined as part of construction plans for OWNER's use.
 - 2.11 Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for a Project; evaluating processes available for licensing, and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.
 - 2.12 Services during out-of-town travel required of ENGINEER other than for visits to the Site or OWNER's office.
 - 2.13 Additional survey, drafting and field work to prepare Record Drawings showing appropriate record information should the annotated record documents received from Contractor be insufficient for the preparation of the Record Drawings.
 - 2.14 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the Project.
 - 2.15 Assisting OWNER in consultations and discussions with Contractor concerning issues of warranty work required of the Contractor during the specified warranty period.
 - 2.16 Preparation of Operations and maintenance manuals.



2.17 Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Constituent of Concern, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

2.18 Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

ARTICLE 3. Responsibilities of the OWNER

OWNER agrees to provide ENGINEER with complete information concerning the requirements of the project and to perform the following services:

- 3.1 The OWNER shall provide all criteria and complete information as to the OWNER's requirements for the Project and shall furnish all design and construction standards which the OWNER will require to be included in the Engineering plans, specifications, and operational narrative.
- 3.2 The OWNER will assist the ENGINEER by placing at the ENGINEER's disposal all available information pertinent to the Project.
- 3.3 Hold promptly all required meetings, serve all required notices, fulfill all requirements necessary in the development of the project, and pay all costs incidental thereto.
- 3.4 The OWNER shall arrange for access to and make all provisions for the ENGINEER to enter upon public and private property to perform surveying, testing and other data collection as required for ENGINEER to perform services under this Agreement. OWNER shall appoint and designate in writing a person to act as OWNER's site access representative for such purpose, and shall include contact information for the individual so designated. OWNER agrees to hold the ENGINEER harmless from any and all claims, actions, damages and costs, including but not limited to attorneys fees, arising from OWNER's arrangements and provisions for access to property.
- 3.5 Furnish ENGINEER with a copy of any design and construction standards he shall require ENGINEER to follow for the project.
- 3.6 Furnish ENGINEER with copies of all deeds, plats, property maps and other information necessary to the description and location of all easements and deeds needed for the project.
- 3.7 Designate, in writing, a single person to act as OWNER's Representative with respect to the work to be performed under this agreement. The person designated as Representative shall have complete authority to transmit instructions and to receive information with respect to the work covered by this agreement.
- 3.8 The OWNER shall provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project. The OWNER shall also provide such legal services as the OWNER may require or the ENGINEER may reasonably request with regard to legal issues pertaining to the Project that must be resolved in order for the ENGINEER to carry out its obligations under this Agreement. It is expressly understood and agreed that the ENGINEER itself shall not furnish or render any legal opinions or legal interpretations as to matters of law or application of law.
- 3.9 The OWNER agrees to pay ENGINEER the Additional Services as may be required for the Project, as outlined in this agreement.
- 3.10 OWNER shall apply for all permits and environmental clearances necessary to construct the project and pay for any and all regulatory permitting and any and all application fees
- 3.11 Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings and Substantial Completion and final payment inspections. Routinely perform site visits to observe the progress and quality of the various aspects of contractor's work and



to determine, in general, if such work is proceeding in accordance with the OWNER's requirements of the Project.

ARTICLE 4. Compensation

- 4.1 The OWNER agrees to pay to the ENGINEER the following fees which shall be paid in monthly installments as work progresses:
- 4.2 For the Preliminary Design Phase and the Final Design and the Bidding Phase for the roadway and utility modifications, the OWNER will pay ENGINEER a lump sum fee of \$87,400.
- 4.3 For Stormwater Permitting costs, which include permit and BMP preparation and permit transfer, the OWNER will pay ENGINEER a lump sum fee of TO BE PERFORMED BY OTHERS.
- 4.4 For Traffic Engineering Study and Report during the Design Phase, the OWNER will pay ENGINEER a lump sum fee of NOT REQUESTED. The city requested the use of the same pavement buildup as performed on the previous extension North Park Drive.
- 4.5 For Geotechnical Engineering and Report during the Design Phase, the OWNER will pay ENGINEER a lump sum fee of \$7,300
- 4.6 For Stormwater Permitting costs, which include permit and BMP preparation and permit transfer, the OWNER will pay ENGINEER a lump sum fee of TO BE PERFORMED BY OTHERS
- 4.7 For the Survey and Preliminary Engineering of the future West Connector Road, and the , procurement of pricing for the installation of a gravel access to the proposed ALPCO substation the OWNER will pay Engineer a lump sum fee of \$16,500
- 4.8 For easement and deed surveys and preparation, if needed, the OWNER will pay ENGINEER a fee based upon the attached GM&C Standard Rate & Fee Schedule. The fees shall be paid in monthly installments as work progresses.
- 4.7 For preparation of a legal description for a new Right-of-Way, the OWNER will pay ENGINEER a lump sum fee of NONE ANTICIPATED
- 4.8 For the support of obtaining environmental and regulatory permitting provided by others the OWNER will pay ENGINEER a fee of \$4,600
- 4.9 For environmental and regulatory permitting in accordance with Article 2, the OWNER will pay ENGINEER a fee based upon the attached GM&C Standard Rate & Fee Schedule. The fees shall be paid in monthly installments as work progresses.
- 4.10 The OWNER may, from time to time, request changes in the scope of the services of the ENGINEER to be performed hereunder. Such changes, including any increase or decrease in the amount of ENGINEER's compensation, that are mutually agreed upon by the OWNER and the ENGINEER, shall be incorporated in written amendments to this Agreement.
- 4.11 OWNER shall reimburse ENGINEER for all costs incurred for the OWNER's direct instruction to rebid the project at the rates shown in the GM&C Standard Rate & Fee Schedule.
- 4.12 Compensation for services performed by ENGINEER's employees as witnesses giving testimony in any litigation, arbitration or administrative proceeding shall be paid by OWNER at a rate of two times the ENGINEER's standard hourly rates. Whenever ENGINEER's bill to OWNER includes charges for ENGINEER's consultants for such services, those charges shall be the amounts billed by ENGINEER's consultant to ENGINEER times a factor of two.



- 4.13 The ENGINEER shall be responsible for the accuracy of its work and shall promptly make necessary revisions or corrections resulting from its errors, omissions or negligent acts without compensation. The ENGINEER will not be relieved of the responsibility for subsequent correction of such errors or omissions or for clarification of any ambiguity until the construction phase of the project has been completed
- 4.13 Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefore, the amounts due ENGINEER will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

ARTICLE 5. Relationship of the Parties

- 5.1 The parties intend that this Agreement create an independent contractor relationship between them. The ENGINEER is a professional corporation and is not an agent or employee of OWNER for any purpose. The ENGINEER cannot and will not represent that he has the authority to bind OWNER in any contractual manner. Nevertheless, with regard to the bidding phase, it is understood that ENGINEER may serve as the OWNER's representative with full authority to participate therein as designated in Article 1, above. Moreover, OWNER agrees to defend and hold ENGINEER, its employees, directors, officers and agents, harmless from any and all claims, suits, damages and expenses, including but not limited to attorneys fees, resulting from or based upon ENGINEER's actions as OWNER's representative.
- 5.2 Neither party is to represent to others that the relationship between them is other than as stated above.
- 5.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the OWNER and the ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the OWNER and the ENGINEER and not for the benefit of any other party.
- 5.4 The OWNER and the ENGINEER each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns (to the extent permitted by Paragraph 6.5 below) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrations, legal representatives and said assigns of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- 5.5 Neither the OWNER nor the ENGINEER shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the ENGINEER from employing such independent professional associates, consultants, subcontractors, and vendors as the ENGINEER may deem appropriate to assist in the performance of services hereunder.
- 5.6 ENGINEER may employ such independent professional associates, consultants, subcontractors, and vendors as the ENGINEER may deem appropriate to assist in the performance or furnishing of services under this Agreement. ENGINEER shall not be required to employ any consultant unacceptable to ENGINEER.

ARTICLE 6. Ownership and Use of Project Documents



- 6.1 All documents are instruments of service in respect to the Services, and ENGINEER shall retain an ownership and proprietary property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Services are completed.
- 6.2 Copies of documents that may be relied on by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- 6.3 OWNER may make and retain copies of documents for information and reference in connection with the services by OWNER. Such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the services or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's consultants. OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's consultants from all claims, damages, and expenses including attorneys' fees arising out of or resulting therefrom.
- 6.4 In the event of a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 6.5 Any verification or adaptation of the documents for extensions of the services or for any other services will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.
- 6.6 All documents prepared by the ENGINEER and all documents furnished to the ENGINEER by the OWNER shall be delivered to the OWNER upon completion or termination of the contract. The ENGINEER, at its own expense, may retain copies of such documents or other data which it has furnished the OWNER under this contract. Release of information will be in accordance with the Alabama Public Records Act."

ARTICLE 7. Liability and Indemnity

- 7.1 The ENGINEER will not be responsible for delays, disruptions or obstacles attributable to acts of God, acts of third parties, weather, intervention of public authorities, work stoppages, changes in the applicable laws or regulations after the date of commencement of performance hereunder and any other acts or omissions or events which are beyond the control of the ENGINEER.
- 7.2 OWNER may not utilize ENGINEER's construction cost estimate after thirty calendar days from the date of delivery to OWNER without ENGINEER's written consent. Estimates of cost are made on the basis of the ENGINEER's experience, qualifications, and professional judgment, but since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee or warrant that proposals, bids or actual construction costs will not vary from estimates of probable costs prepared by ENGINEER. Approvals, recommendations, estimates and decisions by the ENGINEER are made on the basis of the ENGINEER's experience, qualifications, and professional judgment and are not to be construed as warranties or guarantees.
- 7.3 The ENGINEER shall save harmless and indemnify the OWNER and its officers, elected officials, and employees from all claims, losses, expenses and liability due to activities of the Engineer, its agents or employees arising out of services performed under this contract and which are caused by or the result from error, omission or negligent act of the ENGINEER or of any person employed by the Engineer. The ENGINEER shall also indemnify and save harmless the OWNER from any and all expense, including, but not limited to, attorney's fees which may be incurred by the OWNER in litigation or otherwise resisting said claim or liabilities which may be imposed on the OWNER as a result of such error, omission or negligent act by the ENGINEER, its agents or employees.



- 7.4 The ENGINEER shall obtain and maintain in the limits of liability for each of the types of insurance coverage identified as follows:

1. Workers' Compensation endorsed with a waiver of subrogation in favor of the OWNER in the amount of the statutory obligations imposed under the Alabama Workers' Compensation Law.
2. Commercial General Liability, endorsed with the OWNER as an additional insured and endorsed with a waiver of subrogation in favor of the OWNER in limits of liability of not less than three million dollars (\$3,000,000) combined, single limit each occurrence and in the aggregate for bodily injury and property damage.
3. Alabama Business Automobile Liability Policy, endorsed with the OWNER as an additional insured with a waiver of subrogation in favor of the OWNER in limits of liability of not less than one million dollars (\$1,000,000) each person for bodily injury, three million dollars (\$3,000,000) each occurrence for bodily injury and one million dollars (\$1,000,000) each occurrence for property damage.
4. Professional Liability in limits of three million dollars (\$3,000,000) each occurrence in the aggregate.

The work shall not be commenced by ENGINEER until after the policy or policies evidencing the insurance coverage herein required, or certificates of such insurance, providing that the insurer shall give the OWNER thirty (30) days written notice prior to the cancellation, material revision or intention not to renew, have been submitted to the OWNER. The ENGINEER, at its expense, shall purchase and maintain in force at all times during the terms of this contract the insurance with limits not less than indicated above.

- 7.5 Any and all liability resulting from conditions not created or caused to be created by the ENGINEER shall be the liability of the OWNER. Any and all liability that may arise from the construction, ownership and/or operation of the improvements is solely the responsibility of the OWNER, and the OWNER hereby agrees to indemnify and hold the ENGINEER harmless from such liability, claims, actions, loss or damage, including but not limited to attorney's fees, arising therefrom.

ARTICLE 8. Termination

- 8.1 This Agreement shall be subject to termination by either party hereto, with or without cause, upon twenty (20) days advance notice in writing. Payment due ENGINEER at such time shall be computed upon applicable terms of Article 4, the amount of work completed or in progress as of the termination date and ENGINEER's reasonable cost of winding down its services after termination.

ARTICLE 9. Binding Arbitration

- 9.1 Any dispute arising out of or relating to this contract, including the breach, termination or validity thereof, shall be finally resolved by arbitration in accordance with the International Institute for Conflict Prevention and Resolution Rules for Non-Administered Arbitration by a sole arbitrator. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The place of the arbitration shall be in Montgomery, Alabama.

ARTICLE 10. Miscellaneous

- 10.1 This Agreement represents the entire and integrated Agreement between the OWNER and ENGINEER and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may only be amended, supplemented or modified by written instrument executed by both the OWNER and the ENGINEER.



- 10.2 The ENGINEER shall comply with all applicable Federal, State and Local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any Court or administrative bodies or tribunals, in any manner affecting the performance of this Agreement, including without limitation, worker's compensation laws, minimum salary and wage statutes and the regulations and licensing laws and regulations. When required, the ENGINEER shall furnish the OWNER with satisfactory proof of its compliance
- 10.3 It is understood and agreed by the parties hereto, that if any part, term or provision of this Agreement is held by any court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining portion or portions of this Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- 10.4 It is expressly understood and agreed that the indemnity and insurance obligations of this Agreement, as well as the ENGINEER's proprietary interest in its Engineering plans and specifications, shall survive the termination of this Agreement under Article 8 above as well as the completion of services under this Agreement.
- 10.5 This Agreement is to be governed by the laws of the State of Alabama.

WHEREFORE, the undersigned, by their signatures, certify that they have carefully read this Agreement, understand the terms and conditions contained herein, have proper authority to execute this Agreement, and do so as their own free act:

OWNER:

CITY OF OPELIKA, ALABAMA

By: _____
Mayor Gary Fuller

Attest:

ENGINEER:

GOODWYN, MILLS & CAWOOD, INC.

By: _____
Euel A. Screws, RVP Engineering

Attest:

Sheppard Dearing, Project Manager



RESOLUTION NO. 025-16

Request for Bike Race in Downtown Opelika on 2-28-16.

RESOLUTION NO. _____

**RESOLUTION APPROVING REQUEST TO HOLD ROAD
BICYCLE RACE IN DOWNTOWN OPELIKA ON February 28, 2016**

WHEREAS, bicycling activities and attractions have great potential to have a positive impact on the City of Opelika's economy and tourism by making the City attractive to businesses and citizens who enjoy the outdoors and healthy lifestyles; and

WHEREAS, Nathan Spence of the Auburn University Cycling Team in cooperation with Topview Sports has requested permission to organize a road bicycle race in downtown Opelika on February 28, 2016; and

WHEREAS, the organizer/sponsor of said road bicycle race has requested permission to temporarily close certain City streets in downtown Opelika to conduct said event; and

WHEREAS, the City Council finds and determines that it is in the best interest of the City and its citizens to approve said request of the Auburn University Cycling Team.

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

1. That the request submitted by Nathan Spence of the Auburn University Cycling Team, to organize and hold a road bicycle race in downtown Opelika on Sunday, February 28, 2016 is hereby approved subject to the following conditions: (a) that the organizer/sponsor of said event shall execute and deliver to the City an Indemnification Agreement satisfactory to the

City Attorney, (b)the organizer/sponsor shall purchase and maintain during the event commercial general liability insurance with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate with the City named as an additional insured and shall provide the City certificates of insurance demonstrating that the above insurance requirements have been met

2. That the Mayor, City Engineer and Director of Public Works and their designees are hereby authorized and directed to temporarily close portions of certain City streets designated the attached route map on February 28, 2016 from 8:00 a.m. until 4:00 p.m.

ADOPTED AND APPROVED this the _____ day of _____, 2016.

 PRESIDENT OF THE CITY COUNCIL OF THE
 CITY OF OPELIKA, ALABAMA

ATTEST:

 CITY CLERK



Rec 1-12-16.

Dear Mayor Gary Fuller,

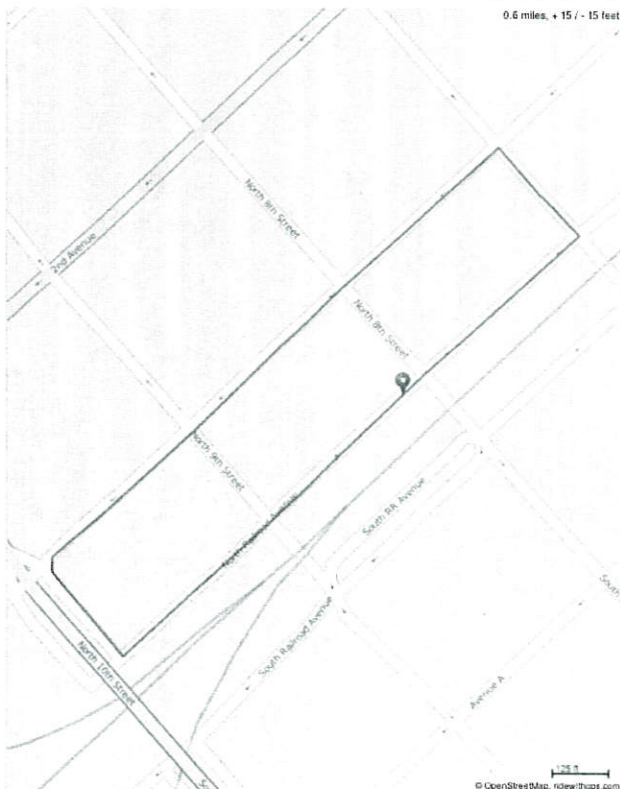
1/10/16

The Auburn University cycling Team in cooperation with Topview Sports from Orlando, FL would like to officially request the opportunity to host a bicycle race in the City of Opelika. This race will be part of a weekend long event that the university will be conducting as part of the Southeastern Collegiate Cycling Conference. The event would be Sunday Feb 28th and start at 8:00am and conclude at 4:00pm. Below, see a map of the proposed course route that was planned with the city's help. We would need to have the roads closed to traffic for the duration of the event and will need cooperation for the Police Dept to do so. If you have any questions about the event or the course please feel free to contact us.

Thank you for your help,

Nathan Spence
Auburn University Cycling Team
256.572.7987
nathan.r.spence@gmail.com

Downtown Opelika Crit Course 2016



Attachment: CM 1-19-16, Request bike race downtown. (025-16 : Request for Bike Race in Downtown Opelika on 2-28-16.)



USACYCL-01

SINGHRM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/11/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Texas, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: Willis Towers Watson Certificate Center	
	PHONE (A/C, No, Ext): (877) 945-7378	FAX (A/C, No): (888) 467-2378
	E-MAIL ADDRESS: Certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Lexington Insurance Company	19437
INSURED USA Cycling, Inc. 210 USA Cycling Point, Suite 100 Colorado Springs, CO 80919	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:	X		015375404	12/31/2015	12/31/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS VOIDS AND REPLACES PREVIOUSLY ISSUED CERTIFICATE

Endorsement LX4309 (06/14) AI- DESIGNATED PERSON-ORG: As required by written contract, Certificate holders are named as Additional Insured for USA Cycling sanctioned/permitted events.

Endorsement NAMEINSD (02/94) NAMED INSURED AMENDMENT: Event Organizers and/or Promoters are Named Insureds. It shall be a condition of coverage that all organizers/promoters for whom coverage is afforded under this policy execute a USAC Event Permit Application and coverage will be SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Opelika 204 South 7th Street Opelika, AL 36801	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Willis of Texas, Inc.		NAMED INSURED USA Cycling, Inc.	
POLICY NUMBER SEE PAGE 1		210 USA Cycling Point, Suite 100 Colorado Springs, CO 80919	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
afforded only for the specific event and date on the permit.

Event #2016-481
Event Name: Auburn University Collegiate Cycling & USAC
Event Location: Opelika, AL
Event Dates: 02/27/2016 - 02/28/2016

Certificate Holder is an Additional Insured with respects to Event #2016-481, Auburn University Collegiate Cycling & USAC, in Opelika, AL on 02/27/2016 - 02/28/2016, but only with respect to the liability arising out of the Named Insured's Operations.

Attachment: CM 1-19-16, Request bike race downtown. (025-16 : Request for Bike Race in Downtown Opelika on 2-28-16.)

ENDORSEMENT

This endorsement, effective 12:01 AM 12/31/2015

Forms a part of policy no.: 015375404

Issued to: USA CYCLING, INC.

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

(Based on CG2026 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

As required by written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

All other terms and conditions of the policy remain the same.



Authorized Representative

LX4309 (06/14)	Includes Copyrighted Information of the Insurance Services Offices, Inc., with its permission. All Rights Reserved.	Page 2 of 2
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USACYCL-01

SAKPALMI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/8/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Texas, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): (877) 945-7378 FAX (A/C, No): (888) 467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED USA Cycling, Inc. 210 USA Cycling Point, Suite 100 Colorado Springs, CO 80919	NAIC # 19437	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:	X		015375404	12/31/2015	12/31/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Endorsement LX4309 (06/14) AI- DESIGNATED PERSON-ORG: As required by written contract, Certificate holders are named as Additional Insured for USA Cycling sanctioned/permitted events.

Endorsement NAMEINSD (02/94) NAMED INSURED AMENDMENT: Event Organizers and/or Promoters are Named Insureds. It shall be a condition of coverage that all organizers/promoters for whom coverage is afforded under this policy execute a USAC Event Permit Application and coverage will be afforded only for the specific event and date on the permit.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

Opelika Police Department 501 S 10th St Opelika, AL 36801	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Willis of Texas, Inc.		NAMED INSURED USA Cycling, Inc.	
POLICY NUMBER SEE PAGE 1		210 USA Cycling Point, Suite 100 Colorado Springs, CO 80919	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Event #2016-481

Event Name: Auburn University Collegiate Cycling & USAC

Event Location: Opelika, AL

Event Dates: 02/27/2016 - 02/28/2016

Certificate Holder is an Additional Insured with respects to Event #2016-481, Auburn University Collegiate Cycling & USAC, in Opelika, AL on 02/27/2016 - 02/28/2016, but only with respect to the liability arising out of the Named Insured's Operations.

Attachment: CM 1-19-16, Request bike race downtown. (025-16 : Request for Bike Race in Downtown Opelika on 2-28-16.)

ENDORSEMENT

This endorsement, effective 12:01 AM 12/31/2015

Forms a part of policy no.: 015375404

Issued to: USA CYCLING, INC.

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

(Based on CG 2026 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

As required by written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

- A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

All other terms and conditions of the policy remain the same.



Authorized Representative

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RESOLUTION NO. 026-16

Authorize Use of Electronic Voting Equipment.

RESOLUTION NO. _____

WHEREAS, the City of Opelika (the “City”) is required to provide election equipment that will allow Opelika citizens the ability to vote electronically during City elections; and

WHEREAS, Lee County, Alabama is currently using the DS200 ballot scanner/voting machine and the AutoMark Voter Assist Terminal for voters with disabilities provided by Election Systems & Software and used on a State wide basis; and

WHEREAS, the City uses the Lee County electronic voting equipment for all municipal elections; and

WHEREAS, the City desires to use the DS200 ballot scanner/voting machine and the AutoMark Voter Assist Terminal for all Opelika municipal elections.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Opelika, Alabama that for all future elections held subsequent to the passage of this resolution, the use of the DS200 ballot scanner/voting machine and the AutoMark Voter Assist Terminal is hereby authorized.

BE IT FURTHER RESOLVED that the Mayor of the City of Opelika is hereby directed to file a copy of this resolution with the Secretary of State as provided by Section 17-7-21 of the *Code of Alabama*, 1975.

ADOPTED AND APPROVED this the _____ day of _____ 2016.

PRESIDENT OF THE CITY COUNCIL OF THE CITY
OF OPELIKA, ALABAMA

ATTEST:

CITY CLERK

RESOLUTION NO. 027-16

Special Appropriation, Child Care Resource Center, Dad's League.**RESOLUTION NO. _____**

WHEREAS, the Child Care Resource Center, Inc. is a charitable, non-profit corporation;
and

WHEREAS, the Child Care Resource Center supports various programs including the Family Resource Center which has a program called the Dad's League with a mission to support the Father's presence as key to the family and the family as the basic unit of our community; and

WHEREAS, Dad's League is having an event called the 'Family Combine' kickoff at Opelika High School on February 6, 2016 and

WHEREAS, each City Council member would like to use their discretionary funds to support Dad's League and their 'Family Combine' kickoff.

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

1. The Council has determined and hereby finds and declares that an expenditure of public funds in the sum of \$3,500.00 to help sponsor the Dad's League 'Family Combine' kickoff on February 6, 2016 will serve a public purpose by promoting the Father's presence as key to the family and the family as the basic unit of our community.
2. That the Mayor and City Controller are hereby authorized to make the appropriate budget adjustments in order to transfer the sum of \$700.00 from each of the Council's discretionary funds to the appropriate account as detailed below:

Patricia Jones	Ward 1	Reserve fund	\$700.00
Larry Gray	Ward 2	Reserve fund	\$700.00
Dozier Smith T	Ward 3	Current year acct.	\$700.00
Eddie Smith	Ward 4	Reserve fund	\$700.00
David Canon	Ward 5	Reserve fund	\$700.00

3. That the City Clerk is hereby authorized to process the necessary paperwork so a

check can be prepared in the amount of \$3,500.00 payable to the Child Care Resource Center with said funds earmarked for the Dad's League.

ADOPTED AND APPROVED this the _____ day of _____ 2016.

C. E. "Eddie" Smith, Jr.

President of the City Council

Opelika, Alabama

ATTEST:

R. G. Shuman, CMC

City Clerk - Treasurer

RESOLUTION NO. 028-16

New Job Classification, Senior Utility Billing Technician - OPS

RESOLUTION NO. _____

RESOLUTION AUTHORIZING NEW JOB CLASSIFICATION AND JOB DESCRIPTION FOR SENIOR UTILITY BILLING TECHNICIAN

WHEREAS, the Mayor has submitted his recommendation to the City Council to authorize the new job classification and job description for Senior Utility Billing Technician and to amend the organizational chart of Opelika Power Services.

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

1. That the new job classification of Senior Utility Billing Technician in the Opelika Power Services Department at pay grade 16 is hereby approved and authorized by the City Council.
2. That the job description of Senior Utility Billing Technician, attached hereto as Exhibit "A" and incorporated herein by reference, is hereby approved by the City Council.
3. That the Mayor is hereby authorized to fill the position of Senior Utility Billing Technician for the current fiscal year.
4. That the Director of Opelika Power Services and the Controller are hereby authorized and directed to modify the organizational chart of Opelika Power Services to implement the changes in personnel as contemplated by this Resolution.
5. That the Controller is authorized to make the appropriate budget adjustments 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 _____, 2016.

PRESIDENT OF THE CITY COUNCIL OF THE
CITY OF OPELIKA, ALABAMA

ATTEST:

CITY CLERK



Senior Utility Billing Technician

Opelika Power Services

JOB SUMMARY

This position performs technical duties related to the agency's utility billing operations in electric, video, voice, data, refuse, and sewer services.

MAJOR DUTIES

- Processes billing for customer accounts.
- Reviews and updates exception reports and billing reports.
- Reviews and processes work orders.
- Approves customer account extensions, calculates deposits or waives them.
- Provides training and guidance to all members of the Customer Support Team.
- Interacts with customers to resolve issues/complaints and to provide routine information; assists and supports the work of Customer Service Representatives; receives and processes payments as needed.
- Provides routine assistance to co-workers in the absence of the Manager of Customer Support.
- Files work orders and exception reports.
- Interacts with other departments to obtain and share information relating to customer accounts and to resolve issues.
- Performs related duties.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of customer service principles and practices.
- Knowledge of utility billing procedures.
- Knowledge of city, agency and department policies and procedures.
- Knowledge of the services provided by Opelika Power Services.

- Skill in the provision of customer services.
- Skill in the operation of computers and job-related software programs.
- Skill in oral and written communication.

SUPERVISORY CONTROLS

The Manager of Customer Support assigns work in terms of general instructions. Management spot-checks completed work for compliance with procedures, accuracy, and the nature and propriety of the final results.

GUIDELINES

Guidelines include agency and city policies and procedures. These guidelines are generally clear and specific, but may require some interpretation in application.

COMPLEXITY/SCOPE OF WORK

- The work consists of related technical duties. Frequent interruptions contribute to the complexity of the position.
- The purpose of this position is to provide technical support for the city's utility billing operations. Successful performance contributes to the efficiency and effectiveness of those operations.

CONTACTS

- Contacts are typically with coworkers, business owners, and the general public.
- Contacts are typically to exchange information, resolve problems, and provide services.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The work is typically performed while sitting at a desk or table.
- The work is typically performed in an office.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

None.

MINIMUM QUALIFICATIONS

- Knowledge and level of competency commonly associated with completion of specialized training in the field of work.

- Sufficient experience to understand the principles relevant to the major duties of the position and thorough knowledge of the work of subordinate positions to be able to answer questions and resolve problems, usually associated with three to five years of experience or service in an Electric and/or Cable Utility, as determined by the hiring authority.
- Ability to be bonded.

RESOLUTION NO. 029-16

Increase Number of Positions, Inmate Work Detail/Evidence Clerk - OPD.**RESOLUTION NO. _____****RESOLUTION INCREASING THE NUMBER OF AUTHORIZED POSITIONS IN THE
JOB CLASSIFICATION OF INMATE WORK DETAIL/EVIDENCE CLERK**

WHEREAS, the Mayor has submitted his recommendation to the City Council to increase the number of authorized positions in the job classification of Inmate Work Detail/Evidence Clerk from one to two in the Staff Services Division of the Police Department.

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

1. That the number of authorized positions in the existing job classification of Inmate Work Detail/Evidence Clerk at pay grade 11 is hereby increased from one to two.
2. That the Police Chief and Controller are hereby authorized and directed to modify the organizational chart of the Police Department to implement the changes in personnel as contemplated by this Resolution.
3. That the Controller is authorized to make the appropriate budget adjustments to implement this Resolution.
4. That this Resolution shall take effect upon its passage and adoption by the City Council.

ADOPTED AND APPROVED this the _____ day of _____, 2016.

PRESIDENT OF THE CITY COUNCIL OF THE
CITY OF OPELIKA, ALABAMA

ATTEST:

CITY CLERK

**CITY OF OPELIKA
POSITION DESCRIPTION**

TITLE: INMATE WORK DETAIL/EVIDENCE CLERK

GENERAL DESCRIPTION

The essential function of the position within the organization is to supervise jail inmates on work details. The position is responsible for supervising assigned inmates, ensuring security of area of responsibility, and related clerical tasks. The position works under general supervision of the Staff Services Division.

PRIMARY DUTIES: *This list represents the essential tasks performed by this position. Employees may be assigned additional duties by management as required.*

Responsible for the care and maintenance of the holding cells at the Police Department. Perform in-house processing of subjects in holding cells for ID purposes.

Assist in fingerprinting of applicants and civilians, acting as relief to the ID Technician.

Transport sentenced inmates who meet work detail requirements to and from the Lee County Detention Center.

Oversee inmates at Police Training Facility in areas such as: picking up spent brass, clearing the fence lines, cleaning the facilities, repairing the tower and target stands, mowing and weed eating the grounds along maintaining the drive way areas leading to the facility.

Oversee inmates at the Police Department in areas such as: picking up debris, sweeping the parking lot, mowing and weed eating the grounds along with washing the vehicles.

Oversee the use of inmates to perform other details such as moving furniture and equipment at the Police Facilities or other City facilities as directed.

Oversee inmates to perform minor maintenance at the police department to include painting, floor cleaning and waxing, etc.

Perform minor upkeep and maintenance on command post and golf cart.

Check generators at police department and tower to ensure proper working condition.

Transport command post to and from crime scenes. Perform set up and break down procedures on the command post.

Transport golf cart to and from locations as needed.

Transport and set up radar sign.

Monitors and maintains inventory of departmental supplies, such as sanitation supplies. Pick-up daily supplies from Purchasing and local merchants.

Responds to scenes when directed to retrieve evidence or recovered property. Assist in the disposal of evidence by taking the property to be destroyed to the disposal location and standing by as a witness while property is destroyed. Assist in returning evidence to vendors upon completion of cases.

Assist in setting up and conducting auctions when evidence is to be disposed of in that manner.

Class Code 5125

Attachment: Police - Inmate Work Detail - Evidence Clerk (029-16 : Increase Number of Positions - Inmate Work Detail - OPD.)

INMATE WORK DETAIL/EVIDENCE CLERK

DATA RESPONSIBILITY: *Data refers to information, knowledge, and conceptions obtained by observation, investigation, interpretation, visualization, and mental creation. Data are intangible and include numbers, words, symbols, ideas, concepts, and oral verbalizations.*

Copies, transcribes, enters, or posts data or information.

PEOPLE RESPONSIBILITY: *People refers to individuals who have contact with or are influenced by the position.*

Provides assistance to people to achieve task completion.

INVOLVEMENT WITH THINGS: *Things refers to inanimate objects such as substances, materials, machines, tools, equipment, work aids, or products. A thing is tangible and has shape, form, and other physical characteristics.*

Handles or uses machines, tools, equipment or work aids involving little or no latitude for judgment regarding attainment of a standard or in selecting appropriate items.

ASSETS RESPONSIBILITY: *Assets responsibility refers to the responsibility for achieving economies or preventing loss within the organization.*

Requires minimum responsibility for only small quantities of low cost items or supplies where opportunities for achieving economies or preventing loss are negligible.

MATHEMATICAL REQUIREMENTS: *Mathematics deals with quantities, magnitudes, and forms and their relationships and attributes by the use of numbers and symbols.*

Uses addition and subtraction such as making change.

COMMUNICATIONS REQUIREMENTS: *Communications involves the ability to read, write, and speak.*

Reads technical instructions, charts, and/or procedures manuals; composes routine reports and completes job forms; speaks compound sentences using standard grammar.

COMPLEXITY OF WORK: *Complexity of work addresses the analysis, initiative, ingenuity, creativity, and concentration required by the position and the presence of any unusual pressures.*

Performs coordinating work involving guidelines and rules with constant problem solving; requires continuous, close attention for accurate results or frequent exposure to unusual pressure.

JUDGMENT REQUIREMENTS: *Judgement requirements refers to the frequency and complexity of judgments and decisions given the stability of the work environment, the nature and type of guidance, and the breadth of impact of the judgments and decisions.*

Requires responsibility for the actions of others, requiring development of procedures and constant decisions affecting coworkers, inmates, crime victims, or others in the general public; works in a very fluid environment with guidelines but significant variations.

IMPACT OF ERRORS: *Impact of decisions refers to consequences such as damage to property, loss of data or property, exposure of the organization to legal liability, or injury or death for individuals.*

Makes decisions with minor impact - affects only those in immediate work area.

INMATE WORK DETAIL/EVIDENCE CLERK

EDUCATION REQUIREMENTS: *Education requirements refers to job specific training and education required for entry into the position.*

Requires high school diploma, GED, or specialized vocational training.

LICENSES, CERTIFICATIONS, AND REGISTRATIONS REQUIRED: *Licenses, certifications, and registrations refers to professional, state, or federal licenses, certifications, or registrations required to enter the position.*

Requires none.

EXPERIENCE REQUIREMENTS: *Experience refers to the amount of work experience that is required for entry into the position that would result in reasonable expectation that the person can perform the tasks required by the position.*

Requires five years of related experience.

PHYSICAL DEMANDS: *Physical demands refers to the requirements for physical exertion and coordination of limb and body movement.*

Requires medium to heavy work involving exerting up to 50 pounds of force on a frequent basis and some dexterity and skill in operating machinery, tools, or office equipment.

SAFETY OF OTHERS: *Safety of others refers to the responsibility for the safety of others, either inherent in the job or to assure the safety of the general public.*

Requires considerable responsibility for the safety and health of others and/or continuous enforcement of the laws and standards of public health and safety.

UNAVOIDABLE HAZARDS: *Unavoidable hazards refers to unusual conditions in the work environment that may cause illness or injury.*

The position is exposed to extreme heat and/or cold, wet/humid conditions, bright and/or dim light, dust or pollen, violence, disease, and explosives.

SENSORY (ADA) REQUIREMENTS: *Sensory requirements refers to hearing, sight, touch, taste, and smell necessary to perform the tasks required by the position efficiently.*

The position requires normal visual acuity and field of vision, hearing, speaking, color perception, sense of smell, and texture perception.

AMERICANS WITH DISABILITIES ACT COMPLIANCE

The City of Opelika is an Equal Opportunity Employer. ADA requires the City to provide adequate accommodations to qualified persons with disabilities. Prospective and current employees are encouraged to discuss ADA accommodations with management.

ORDINANCE NO. 101-16-ORD

Amend Zoning Ord. & Map from R-3,GC R-5,GC & C-3,GC to PUD. - Second Reading

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE ZONING
ORDINANCE AND ZONING MAP OF THE CITY OF OPELIKA

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

Section 1. Findings. The City Council has determined and hereby finds and declares that the following facts are true and correct:

“(a) Chapman H, LLC heretofore submitted to the City a Development Plan for a planned unit development (“PUD”) entitled “The Springs of Mill Lake” consisting of approximately 79.391 acres of land.

(b) The proposed development is located in the following zoning districts: R-3, GC (low density residential, gateway corridor district), R-5, GC (high density residential, gateway corridor district) and C-3, GC (general commercial, gateway corridor district).

(c) The property described in section 3 below will be developed as a unified mixed residential development in two phases consisting of 139 single family residential lots, an amenities package and an independent/assisted living facility.

(d) The amenities for the development will include a spacious clubhouse with multiuse facilities, a heated swimming pool adjacent to the clubhouse, outdoor fireplace and spacious grilling area on pool deck, pickle ball court, putting green, two mature lakes, lakeside green space and picnic areas, walking trails and a birdwatching area.

(e) The project will be developed in two phases. Phase One will be comprised of approximately 70 single family residences, the independent/assisted living facility and the amenities. Phase Two will be comprised of the remainder of the single family residences.

(f) The proposed development is located on the South side of U.S. Highway 280 (the Birmingham Highway) approximately 0.42 miles North of the intersection of U.S. Highway 280 with Pepperell Parkway. The site includes approximately 0.41 miles of frontage on U.S. Highway 280.

(g) The Planning Commission of the City of Opelika heretofore conducted a public hearing on the proposed Development and referred to the Council its recommendation to approve the proposed Development.

(h) It is advisable and in the interest of the City and the public interest that the property described in section 3 below should be developed as a unified residential development.

Section 2. Approval of the Development Plan. The Development Plan is hereby submitted for review is hereby approved and confirmed as required by Section 8.18(n) of the Zoning Ordinance of the City.

Section 3. Designation of Unified Planned Unit Development. The official zoning map of the City is hereby amended and the zoning classification for the following parcel of land shall be changed from a R-3, GC district (low density residential, gateway corridor district), a R-5, GC district (high density residential, gateway corridor district) and a C-3, GC district (general commercial, gateway corridor district) to a planned unit development ("PUD") on the Official Zoning Map:

All that tract or parcel of land lying and being in Section 14 and 15, T-19-N, R-26-E, Lee County, Alabama, and being more particularly described as follows: Begin at a concrete monument marking the NW Corner of Section 14, T-19-N, R-26-E Lee County, Alabama and run along the Northline of Section 14 S 88° 13' 27" E, 249.93 feet to a point on the southerly right-of-way of U.S. Highway 280's 250 foot right-of-way; thence along the said southerly and southwesterly right-of-way of U.S. Highway 280 S 73° 55' 58" E, 2178.91 feet; thence leaving said R.O.W. S 16° 27' 00" W, 418.65 feet; thence S 50° 02' 24" W, 1518.86 feet, thence N 30° 16' 57" W, 445.44 feet; thence S 82° 50' 02" W for 206.83 feet; thence S 82° 50' 02" W for 700.08 feet; thence N 00° 51' 17" W, 659.93 feet; thence N 32° 28' 30" W, 1247.82 feet; thence N 89° 41' 24" E, 329.71 feet; thence N 89° 43' 54" E, 413.73 feet to the Point of Beginning.

Section 4. Retention of copies of the Development Plan. Copies of the Development Plan shall be maintained in the offices of the City Clerk, City Planner, City Engineer, and Building Official and shall be open for public inspection.

Section 5. Repealer. Any ordinance or part thereof in conflict with provisions of this Ordinance be and the same are hereby repealed.

Section 6. Effective Date. This Ordinance shall become effective upon its adoption, approval and publication as required by law.

Section 7. Publication. This Ordinance shall be published one (1) time in a newspaper of general circulation in the City of Opelika, Lee County, Alabama.

ADOPTED AND APPROVED this the ____ day of _____, 2016.

PRESIDENT OF THE CITY COUNCIL OF THE
CITY OF OPELIKA, ALABAMA

ATTEST:

CITY CLERK

TRANSMITTED TO MAYOR on this the ____ day of _____, 2016.

CITY CLERK

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2016.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. 102-16-ORD

Amend City Code, Section 28-26 Tampering Fee Section - OPS - Second Reading.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 28-26-UNAUTHORIZED APPROPRIATION
OF THE ELECTRIC CURRENT-OF THE
CODE OF ORDINANCES OF THE CITY OF OPELIKA**

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

Section 1. **Amendment** That Section 28-26 of the *Code of Ordinances* of the City of Opelika, Alabama, is hereby amended to read as follows:

Sec. 28-26. - Unauthorized Appropriation of the Electric Current.

It shall be unlawful for any person:

- (a) To connect any electric motor to the municipal power line or system of the city contrary to the provisions of section 28-22 of this Code, or to willfully or knowingly use any electric motor so connected.
- (b) To knowingly withdraw or cause to be withdrawn, without permission, and to appropriate to himself for his own use, or for the use of any other person, any current of electricity from the wires or electrical distribution system of the city.
- (c) To knowingly, willfully, and intentionally withdraw or cause to be withdrawn any electrical current for any purpose.
- (d) To alter or interfere with, with intent to cheat and defraud the city, or by any contrivance whatsoever to withdraw or take off such electrical current in any manner, except through the meter provided by the city.
- (e) If any of the above acts are committed, Opelika Power Services may bill the customer an estimated amount of electricity consumed. Customers will also pay a two hundred fifty dollar (\$250.00) tampering fee. Customers will also be billed for an additional deposit of up to triple the standard deposit. Failure to pay may result in discontinuation of electric service.

Section 2. **Repealer Clause.** All former ordinances or parts thereof conflicting or inconsistent with the provisions of this Ordinance or the section hereby adopted are repealed.

Section 3. **Severability.** If any section, clause, provision or portion of this Ordinance shall be held to be invalid or unconstitutional by any Court of any competent jurisdiction, said section shall not affect any other section, clause, provision or portion of this Ordinance which is not in or of itself invalid or unconstitutional.

Section 4. **Construction.** If any section, paragraph, sentence or word of this Ordinance or the section hereby adopted be declared for any reason to be invalid, it is the intent of the City Council that it would have passed all other portions of this Ordinance and the section hereby adopted independent of the elimination therefrom of such portion that may be declared invalid.

Section 5. **Effective Date.** This Ordinance and the section hereby adopted shall take effect and be enforced immediately upon its adoption and publication as required by law.

Section 6. **Publication.** The City Clerk of the City of Opelika is hereby authorized and directed to cause a copy of this Ordinance to be published in a newspaper of general circulation in the City of Opelika, Alabama.

ADOPTED AND APPROVED this the ____ day of _____, 2016.

PRESIDENT OF THE CITY COUNCIL OF THE
CITY OF OPELIKA, ALABAMA

ATTEST:

CITY CLERK

TRANSMITTED TO MAYOR on this the ____ day of _____, 2016.

CITY CLERK

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2016.

MAYOR

ATTEST:

CITY CLERK

Sec. 28-26. - Unauthorized appropriation of electric current.

It shall be unlawful for any person:

- (a) To connect any electric motor to the municipal power line or system of the city contrary to the provisions of section 28-22 of this Code, or to willfully or knowingly use any electric motor so connected.
- (b) To knowingly withdraw or cause to be withdrawn, without permission, and to appropriate to himself for his own use, or for the use of any other person, any current of electricity from the wires or electrical distribution system of the city.
- (c) To knowingly, willfully, and intentionally withdraw or cause to be withdrawn any electrical current for any purpose.
- (d) To alter or interfere with, with intent to cheat and defraud the city, or by any contrivance whatsoever to withdraw or take off such electrical current in any manner, except through the meter provided by the city.
- (e) If any of the above acts are committed, Opelika ~~Light and Power~~ Power Services may bill the customer an estimated amount of electricity consumed. Customers will also pay a ~~one-two hundred fifty~~ hundred dollar (\$~~100~~250.00) tampering fee. Customers will also be billed for an additional deposit of up to triple the standard deposit. Failure to pay may result in discontinuation of electric service.

ORDINANCE NO. 103-16-ORD

Amend Cannon Gate PUD Master Plan, Live Oak Circle. - First Reading

ORDINANCE NO. _____

ORDINANCE TO AMEND THE DEVELOPMENT PLAN FOR CANNON GATE PUD

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

Section 1. FINDINGS. The City Council has determined and hereby finds and declares that the following facts are true and correct:

(a) Mae’s Pasture, LLC heretofore submitted to the City a Development Plan for a planned unit development (“PUD”) entitled “Cannon Gate PUD” consisting of approximately 163.77 acres.

(b) Pursuant to Ordinance No. 101-07, the City Council approved said Development Plan for Cannon Gate PUD and amended the Official Zoning Map of the City to designate the zoning classification of Planned Unit Development (“PUD”) for approximately 163.77 acres located on the west side of Oakbowery Road and north of Blackhawk Drive.

(c) LCR Partners, LLC, the owner of Lots A-1-2 and A-1-3 of Cannon Gate Subdivision has heretofore submitted to the City a proposed amended Development Plan for said Lots A-1-2 and A-1-3.

(d) The amended Development Plan for said Lots A-1-2 and A-1-3 provides for the division of said lots into six (6) single family lots for single family detached residences. The current Development Plan as approved by the City Council provides for the construction of two (2) triplex units on said lots.

(e) The Planning Commission of the City of Opelika heretofore conducted a public hearing on the proposed amended Development Plan.

(f) The Planning Commission recommended approval of the amended Development Plan for Cannon Gate PUD.

(g) It is advisable and in interest of the City and the public interest that the amended Development Plan be approved.

Section 2. Approval of Amended Development Plan. The amended Development Plan as submitted for review is hereby approved and confirmed as required by Section 8.18(n) of the Zoning Ordinance of the City.

Section 3. Retention of Copies of the Amended Development Plan. The copies of the amended Development Plan shall be maintained in the office of the City Clerk, City Planner, City Engineer, and Building Official and shall be open for public inspection.

Section 4. Repealer. That any ordinance or part thereof in conflict with the provisions of this Ordinance be and the same are hereby repealed.

Section 5. Effective Date. This Ordinance shall become effective upon its adoption, approval and publication as required by law.

Section 6. Publication. This Ordinance is to be published one (1) time in a newspaper of general circulation in the City of Opelika, Lee County, Alabama.

ADOPTED AND APPROVED this the ____ day of _____, 2016.

PRESIDENT OF THE CITY COUNCIL OF THE
CITY OF OPELIKA, ALABAMA

ATTEST:

CITY CLERK

TRANSMITTED TO MAYOR on this the ____ day of _____,
2016.

CITY CLERK

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2016.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. (ID # 1517)

Amend, City Code, Chapter 2 Article IV, Add Sec 2-150 & 2-151, Competitive Bidding - First Reading

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE *CODE OF ORDINANCES* OF THE CITY OF OPELIKA, ALABAMA BY ADDING SECTIONS 2-150 AND 2-151 TO ARTICLE IV OF CHAPTER 2; ESTABLISHING STANDARDS FOR COMPETITIVE BIDDING AND PROVIDING FOR GEOGRAPHICAL PREFERENCES

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

Section 1. **Amendment.** That Article IV of Chapter 2 of the *Code of Ordinances* of the City of Opelika, Alabama, is hereby amended by adding two (2) sections; to be numbered Sections 2-150 and 2-151, which said sections shall read as follows:

Sec. 2-150. Competitive bidding.

All procurements of materials, equipment, supplies, other personal property, labor, services and public works shall comply with applicable state competitive bidding laws. Contracts for public works are governed by Title 39, *Code of Alabama*, 1975. Procurements of labor, services, work, material, equipment, supplies or other personal property are governed by Title 41, *Code of Alabama*, 1975. All procurements by competitive bids or proposals shall be awarded to the lowest responsible bidder and in determining such lowest responsible bidder, there shall be taken into consideration in addition to price, the following:

1. The qualities of the commodities proposed to be supplied;
2. Their conformity with specifications;
3. The purposes for which required;

4. Terms of delivery;
5. Transportation charges; and
6. Dates of delivery.

Sec. 2-151. Geographical preferences.

(a) Local preferences. The boundaries of the Core Based Statistical Area (CBSA) in which the City of Opelika is located are hereby established as the boundaries of the local preference zone of the City. In the event a bid is received for an item of personal property or services to be purchased or contracted for from a person, firm or corporation deemed to be a responsible bidder, having a place of business within the local preference zone, and the bid is no more than five percent (5%) greater than the bid of the lowest responsible bidder, the awarding authority may award the contract to the resident responsible bidder. In the event only one bidder responds to the invitation to bid, the awarding authority may reject the bid and negotiate the purchase or contract, provided the negotiated price is lower than the bid price.

(b) State preferences. Notwithstanding subsection (a), in the event the lowest bid for an item of personal property or services to be purchased or contracted for is received from a foreign entity, the awarding authority may award the contract to a responsible bidder whose bid is no more than ten percent (10%) greater than the foreign entity if the bidder has a place of business within the local preference zone or is a responsible bidder from a business within the state that is a woman-owned enterprise, an enterprise of small business, as defined in §25-10-3, *Code of Alabama*, a minority-owned business enterprise, a veteran-owned business enterprise or a disadvantaged-owned enterprise. For the purposes of this subsection, “foreign entity” means a business entity that does not have a place of business within the state.

Section 2. **Severability Clause.** If any section, subsection, clause, sentence or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then such holding shall in no way affect the validity of the remaining portions of this ordinance.

Section 3. **Conflict.** All ordinances or parts thereof which are in conflict with the provisions of this ordinance are hereby repealed in their entirety to the extent of such conflict.

Section 4. **Effective Date.** This ordinance shall become effective upon its passage and publication as required by law.

Section 5. **Publication.** The City Clerk of the City of Opelika, Alabama is hereby authorized and directed to cause this ordinance to be published one (1) time in a newspaper of general circulation published in the City of Opelika, Lee County, Alabama.

ADOPTED AND APPROVED this the ____ day of _____, 2016.

PRESIDENT OF THE CITY COUNCIL OF THE
CITY OF OPELIKA, ALABAMA

ATTEST:

CITY CLERK

TRANSMITTED TO MAYOR on this the ____ day of _____, 2016.

CITY CLERK

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2016.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. (ID # 1533)

Amend City Code, Section 9-31.1, International Fire Code - First Reading.

ORDINANCE NO. _____

**ORDINANCE TO AMEND THE INTERNATIONAL FIRE CODE BY DELETING
SECTION D107 THEREOF**

WHEREAS, pursuant to Ordinance No. 134-12, adopted on December 18, 2012, the City of Opelika, Alabama, (the “City”) adopted by reference the International Fire Code published by the International Code Council, being particularly the 2012 edition thereof; and

WHEREAS, pursuant to Ordinance No. 100-14, adopted on January 7, 2014, the City Council amended Section D-107.1 of the International Fire Code by adding Section 9-31.1 of the *City Code*; and

WHEREAS, pursuant to the authority granted by §11-45-8(c) of the *Code of Alabama*, 1975, as amended, the City Council desires to amend of the International Fire Code by deleting Section D-107.

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

Section 1. **Amendment.** That Section 9-31.1 of the *Code of Ordinances* of the City of Opelika, Alabama, is hereby amended as follows:

Sec. 9-31.1 Modifications and Amendments to International Fire Code.

The International Fire Code hereby adopted shall be modified and amended as follows:

Section D107: This section is hereby deleted.

Section 2. **Repealer Clause.** All former ordinances or parts thereof conflicting or inconsistent with the provisions of this Ordinance or the section hereby adopted are repealed.

Section 3. **Severability.** If any section, clause, provision or portion of this Ordinance shall be held to be invalid or unconstitutional by any Court of any competent jurisdiction, said decision shall not affect any other section, clause, provision or portion of this Ordinance which is not in or of itself invalid or unconstitutional.

Section 4. **Construction.** If any section, paragraph or sentence or word of this Ordinance or the section hereby adopted be declared for any reason to be invalid, it is the intent of the City Council that it would have passed all other portions of this Ordinance and the section hereby adopted independent of the elimination therefrom of such portion that may be declared invalid.

Section 5. **Effective Date.** This Ordinance shall take effect and be enforced immediately upon its adoption and publication as required by law.

Section 6. **Publication.** The City Clerk of the City of Opelika, Alabama is hereby authorized and directed to cause this Ordinance to be published one (1) time in a newspaper of general circulation published in the City of Opelika, Lee County, Alabama.

ADOPTED AND APPROVED this the ____ day of _____, 2016.

PRESIDENT OF THE CITY COUNCIL OF THE
CITY OF OPELIKA, ALABAMA

ATTEST:

CITY CLERK

TRANSMITTED TO MAYOR on this the ____ day of _____, 2016.

CITY CLERK

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2016.

MAYOR

ATTEST:

CITY CLERK