



OPELIKA CITY COUNCIL
“ REGULAR MEETING AGENDA “
204 South 7th Street
April 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. Tanner Blatt, Scot Carpenter and Will McKee; seniors at OHS.
5. READING OF MINUTES
 1. Minutes from the 4-05-16 City Council Meeting.
6. UNFINISHED BUSINESS
7. REMARKS BY THE MAYOR
 1. March 2016 Monthly Permits Report- Building Inspections
 2. Recognize 20 Under 40 class member - Antonio Fanning.
 3. Proclamation for Dr. Jim Whatley.
 4. Proclamation for the Relay for Life.
 5. Recognize the 2016 AMEA scholarship winners.
8. CITIZEN COMMUNICATIONS (Limit comments to five minutes or less)
9. REPORT OF DISBURSEMENTS
10. COMMITTEE REPORTS
11. GENERAL BUSINESS
 1. Request for Temporary One-Way Street; Garden in the Park.
 2. City Request, Paint the Poles Event, Music at Courthouse Square.
 3. Public Hearing for Demolition - 506 S. 4Th Street
12. AWARDING OF BIDS
 1. Downtown Dumpster Service - OES
 2. LED Off-Roadway Luminaires - OPS
 3. Maintenance of IBM Hardware and Software - IT
 4. One (1) Vertical Lift Path Skid Steer Loader - PW
 5. Residential Building Demolitions - Inspection

13. RESOLUTIONS

1. Resolution for Demolition - 600 Meadow Avenue - Tabled.
2. Expense Reports from Various Departments
3. Designate City Personal Property Surplus & Authorize Disposal.
4. Ordering the Demolition - 506 S. 4Th Street
5. Budget Adjustment, Provide Operating Funds for Probation Officer.
6. Agreement, Software for the Probation Office.
7. Designating Senior Management Employee Auto Allowance.
8. Authorizing Higher Entry Level Salary for Controller
9. Employment Contract with Derek Lee
10. Authorize Applications, Five Grants to ADECA, Law Enforcement & Traffic Safety Div.

14. ORDINANCES

1. Amend Zoning Ord & Map, from C-2 to C-1, 3.4 Acres on Ave B, Ave C, & 10Th St. - 2Nd Reading.

15. APPOINTMENTS

1. Nominations to the Opelika Board of Education.

16. ADJOURN



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

CM MINUTES (ID # 1627)

Meeting: 04/19/16 07:00 PM
Department: City Clerk
Category: CM Minutes
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:

DOC ID: 1627

Minutes from the 4-05-16 City Council Meeting.



OPELIKA CITY COUNCIL

“ REGULAR MEETING MINUTES “

204 South 7th Street

April 5, 2016

TIME: 7:00 PM

1. Call to Order
 1. President Smith call the council meeting to order and asked Mr. Shuman to call the roll.
2. Roll Call
 1. Patricia Jones, Larry Gray, Dozier Smith T, David Canon, Eddie Smith
3. Invocation
 1. Sunil Macwan provided the invocation.
4. Pledge of Allegiance
 1. Lexi Leonard and Ethan Neman from the Opelika Middle School.
Both Lexi and Ethan were present and lead the Pledge of Allegiance.
5. Reading of Minutes
 1. Minutes from the 3-15-16 City Council Meeting.
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
6. Unfinished Business
7. Remarks By the Mayor
 1. Recognize 20<40 class member - Ashley Smith.
Mayor Fuller recognized Ashley Smith in the audience asking her to stand up and thanked her for participating in the 20 Under 40 program.
 2. Proclamation recognizing Cyber Zone - national NADO award.
Mayor Fuller presented a proclamation to the owners of Cyber Zone in recognition of winning a national NADO award.
 3. Proclamation for National Service Recognition Day.
Mayor Fuller presented a proclamation recognizing National Service Day.
 4. Proclamation for Parental Alienation Awareness Day.
Mayor Fuller presented a proclamation recognizing Parental Alienation Awareness Day.
 5. Recognize the 2015 Police Officer of the Year - Sgt. Craig Vickers.
Mayor Fuller and Police Chief McEachern recognized Sgt. Craig Vickers for being selected the Opelika Police Officer of the year for 2015.
 6. Presentation of the Employee Service awards.
Mayor Fuller recognized city employees from various departments and presented them with their service pin ranging from 5 years of service to 30 years of service.
8. Citizen Communications

(Limit comments to five minutes or less)

Joanna Champagne with the Lee Co. Youth Development thanked the Mayor and City Council for their support of the Therapeutic Foster Parent Program since there are many children in Lee County that need a loving home.

Linbergh Jackson thanked Mayor Fuller and his staff for responding to his request and working with him to resolve issues on his brother's property on City Lake Road.

9. Report of Disbursements

10. Committee Reports

11. General Business

1. Main Street Request for the 2016 Relay for Life.

RESULT: APPROVED [UNANIMOUS]

MOVER: Patricia Jones, President Pro-Tem

SECONDER: Dozier Smith T, Council Member

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

2. Convenience Stores Inc. Request Retail Beer & Wine Off Premise License.

RESULT: APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: David Canon, Council Member

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

3. King Food Mart Package Store Request a Lounge Retail Liquor Class 2 License.

RESULT: APPROVED [UNANIMOUS]

MOVER: David Canon, Council Member

SECONDER: Dozier Smith T, Council Member

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

4. Public Hearing, Rezoning C-2 to C-1, 3.4 Acres on Ave B, Ave C & 10Th St. Marty Ogren, Asst. Planning Director, presented a summary of this public hearing to amend the City's zoning ordinance. President Smith asked if there was anyone present that would like to speak for or against said rezoning. No one came forward to speak. President Smith closed the public hearing.

12. Awarding of Bids

There was no bids.

13. Resolutions

1. Resolution Resolution for Demolition - 600 Meadow - Tabled.
This resolution remained Tabled.

2. Resolution 067-16 Expense Reports from Various Depts.

RESULT: APPROVED [UNANIMOUS]

MOVER: Patricia Jones, President Pro-Tem

SECONDER: David Canon, Council Member

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

3. Resolution 068-16 Designate City Personal Property Surplus and Authorize Disposal

RESULT: APPROVED [UNANIMOUS]

MOVER: Larry Gray, Council Member

SECONDER: Dozier Smith T, Council Member

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

4. Resolution 069-16 Travel Advancement for Tommy Holland to Attend Powerline Apprenticeship Class - OPS

- RESULT:** APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
5. Resolution 070-16 Refund Overpayment of Occupational License Fee for Banks Refrigeration Heating & Air
RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Larry Gray, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
6. Resolution 071-16 One (1) CUES Sewer Inspection Camera - Sole Source Purchase - PW
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gray, Smith T, Canon, Smith
7. Resolution 072-16 Purchase Four (4) Ford Police Interceptor Utility Vehicles - OPD
RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Larry Gray, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
8. Resolution 073-16 Tax Abatement Agreement - Mando America Corp.
RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gray, Smith T, Canon, Smith
9. Resolution 074-16 Authorizing an Engagement Letter with Rogers Towers, P.A.
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
10. Resolution 075-16 Special Appropriation, KOB 2016 Garden in the Park.
RESULT: APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
11. Resolution 076-16 2016 Resurfacing Project Change Order - Engineering.
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: Larry Gray, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
12. Resolution 077-16 Expense Report, Add-On

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

14. Ordinances

1. Ordinance Amend Zoning Ord & Map, from C-2 to C-1, 3.4 Acres on Ave B, Ave C, & 10Th St. - 1St Reading.

Mr. Gray introduced this ordinance for a 1st Reading.

RESULT: FIRST READING INTRODUCED

2. Ordinance 109-16-ORD Amend City Code, Funeral Escort Services - OPD. - 1St Reading.

Mr. Smith T introduced this ordinance.

Then Mr. Canon made the motion to suspend the rules and was seconded by Mr. Gray. The following vote was recorded:

Ayes Jones, Gray, Smith T, Canon, Smith.

Nayes None.

RESULT: FIRST READING AND APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: Patricia Jones, President Pro-Tem

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

3. Ordinance 110-16-ORD Convey Property to Bush Properties - Engineering. - 1St Reading.

Ms. Jones introduced this ordinance.

Then Ms. Jones made the motion to suspend the rules and was seconded by Mr. Canon. The following vote was recorded:

Ayes Jones, Gray, Smith T, Canon, Smith.

Nayes None.

RESULT: FIRST READING AND APPROVED [UNANIMOUS]

MOVER: Patricia Jones, President Pro-Tem

SECONDER: Dozier Smith T, Council Member

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

15. Appointments

1. Reappoint Roy McLure, Property Maint. Brd. of Appeals. Term ends 3-16-19.

RESULT: APPROVED [UNANIMOUS]

MOVER: David Canon, Council Member

SECONDER: Larry Gray, Council Member

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

2. Reappoint Auzzie Comer, Property Maint. Brd. of Appeals, Term ends 3-16-19.

RESULT: APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: Larry Gray, Council Member

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

3. Reappoint David Hudman, Property Maint. Brd. of Appeals, Term ends 3-16-19.

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

4. Reappoint Jasper Snipes, P&R Board. Term ends 3-15-21.

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

16. Adjourn

These City Council meeting minutes of 4-5-16 are hereby adopted and approved this the ____ day of _____, 2016.

/s/

 President of the City Council
 City of Opelika, Alabama

ATTEST:

/s/

 City Clerk - Treasurer

1. Motion to adjourn
 This council meeting ended at 7:48 PM.

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

Attachment: CM 4-19-16, minutes from 4-05-16 CM. (1627 : Minutes from the 4-05-16 City Council Meeting.)



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 04/19/16 07:00 PM
Department: Building Inspection
Category: Building Permit Report.
Prepared By: BJ Lowery
Initiator: Jeff Kappelman
Sponsors:

MAYOR'S REMARKS (ID # 1635)

DOC ID: 1635

March 2016 Monthly Permits Report- Building Inspections



*Rich in heritage,
with a vision
for the future*

Planning Department - Building Inspections Division

Telephone 334-705-5420

Fax 334-705-5159

Monthly Permits For March, 2016

Work & Repair On Buildings:

Building Repairs	Commercial	Residential
Buildings Condemned	0	2
Buildings Demolished	0	0
Building Repairs	10	9
Plumbing Upgrades	4	14
Electrical Upgrades	8	16
Mechanical Upgrades	5	4
Reroofs And Roof Repairs	1	3
Mobile Home Services	0	0
Building Additions/Accessory Structures	0	11

Monthly Totals For March 2007-2016

2007	\$9,038,290.00
2008	\$11,125,217.00
2009	\$3,990,674.00
2010	\$46,007,791.00
2011	\$2,005,394.00
2012	\$5,987,841.00
2013	\$5,267,854.00
2014	\$30,207,661.00
2015	\$9,272,265.00
2016	\$5,410,556.00

INSPECTION REQUEST TOTAL

472

Total Permits Issued:

4	New Buildings: Commercial	\$560,862.00
11	Commercial Renovations And Repairs	\$1,096,454.00
2	Signs	\$24,250.00
11	New Single Family Homes	\$2,470,597.00
23	Residential Repairs And Renovations	\$676,518.00
0	New Apartment Units	\$0.00
0	New Duplex Residences	\$0.00
51	Total Building Permits Issued	\$4,828,681.00

39	Electrical Permits	\$169,600.00
28	Plumbing Permits	\$125,624.00
28	HVAC Permits	\$286,651.00

146

Total Permits Issued For March, 2016

\$5,410,556.00

TAKEN FROM THE RECORDS OF THE
BUILDING INSPECTOR

Jeff Kappelman

Jeff Kappelman
Chief Building Inspector



*Rich in heritage,
with a vision
for the future*

Planning Department - Building Inspections Division

Telephone 334-705-5420

Fax 334-705-5159

Year To Date Report - 2016

Building Repairs	Commercial	Residential
Buildings Condemned	0	0
Buildings Demolished	2	2
Building Repairs	36	37
Plumbing Upgrades	12	32
Electrical Upgrades	31	72
Mechanical Upgrades	13	20
Reroofs And Roof Repairs	11	22
Mobile Home Services	0	0
Building Additions/Accessory Structures	1	26

Yearly Totals For Oct. 1st - Sept. 30th	
2007	\$129,263,598.00
2008	\$127,407,288.00
2009	\$67,359,271.00
2010	\$96,662,342.00
2011	\$45,352,237.00
2012	\$178,221,004.00
2013	\$61,881,917.00
2014	\$79,409,560.00
2015	\$192,080,600.00
2016	\$36,749,023.00

INSPECTION REQUEST TOTAL 2,578

18	New Buildings: Commercial	\$9,382,427.00
46	Commercial Renovations And Repairs	\$5,835,684.00
14	Signs	\$84,914.00
63	New Single Family Homes	\$15,344,786.00
92	Residential Repairs And Renovations	\$2,091,873.00
0	New Apartment Units	\$0.00
0	New Duplex Residences	\$0.00
233	Total Building Permits Issued	\$32,739,684.00

204	Electrical Permits	\$1,476,365.00
125	Plumbing Permits	\$860,877.00
123	HVAC Permits	\$1,672,097.00

685 Total Issued for FY 2016

\$36,749,023.00

Jeff Kappelman
JEFF KAPPELMAN
Building Official

CITY OF OPELIKA - PLANNING DEPARTMENT
BUILDING INSPECTION DIVISION
MARCH, 2016 - MONTHLY BUILDING PERMIT DETAIL REPORT

PERMIT DATE	CONTRACTOR	STREET NUMBER	STREET NAME	OWNER	JOB DESCRIPTION	JOB COST
03/01/16	Precision Pools	1304	Cedar Creek Drive	Chris Windham	Residential New In ground Pool	\$26,600.00
03/02/16	Animal Health Center	702	1st Avenue	Buddy Bruce	Commercial Signage	\$22,250.00
03/02/16	Builders Professional Group, LLC	2703	Tara Court	Builders Professional Group, LLC	Residential New Single Family	\$245,752.00
03/04/16	Waldrep Roofing	600	North 9th Street	Ann Carpenter	Residential Roof Replacement	\$6,500.00
03/04/16	Edgar Hughston Builder	2903	Ashley Lane	Edgar Hughston Builder	Residential New Single Family	\$201,764.00
03/07/16	Survive A Storm	2803	Southview Court	James Saddler	Residential New Addition	\$3,695.00
03/07/16	Annie Burt	1802	Hurst Street	Annie Burt	Residential Accessory Building	\$1,415.00
03/07/16	Conner Brother's Construction	3615	Double Eagle Lane	Retirement Systems of AL	Residential New Single Family	\$208,930.00
03/08/16	Seasha Homes	1903	Ridge Street	A Johnson	Residential Repairs	\$1,290.00
03/08/16	The Letlow Company	113	North 8th Street	Alligare	Commercial Interior Renovation	\$35,000.00
03/09/16	Keel Construction	802	Genva Street	Jessica Rozar	Residential Interior Renovation	\$35,000.00
03/10/16	Dack Homes West	2311	Jewels Way	DRI Fieldstone	Residential New Single Family	\$163,460.00
03/10/16	S & A Contracting	300	N 8th Street	William & Virginia Askew	Residential Termite Repairs	\$3,475.00
03/11/16	Builders Professional Group, LLC	406	Meghan Court	Builders Professional Group, LLC	Residential New Single Family	\$176,341.00
03/15/16	Conner Brother's Construction	3644	Quail Trace	Retirement Systems of AL	Residential New Single Family	\$323,128.00
03/16/16	The Infinity Group	2050	Pepperell Parkway	Courtyard Apartments	Commercial Renovation phase II	\$77,882.00
03/16/16	Thrower Rental Properties	1000	2nd Avenue	Thrower Rental Properties	Commercial New Building phase II	\$62,000.00
03/17/16	Central Removal Restoration	409B	West Thomason Circle	EAMC	Commercial Renovation	\$144,390.00
03/17/16	Central Removal Restoration	411B	West Thomason Circle	EAMC	Commercial Renovation	\$100,236.00
03/17/16	Central Removal Restoration	411C	West Thomason Circle	EAMC	Commercial Renovation	\$212,551.00
03/18/16	Builders Professional Group, LLC	1107	Northwick lane	Builders Professional Group, LLC	Residential New Single Family	\$243,884.00
03/21/16	Mary Floyd	605	Kilgore Avenue	Mary Floyd	Residential Accessory Building	\$1,553.00
03/21/16	Grayhawk Homes Inc.	3601	Village Creek Court	Grayhawk Homes, Inc.	Residential New Single Family	\$160,228.00
03/21/16	MidSouth Siding	1312	Crawford Road	Nancy Wilson	Residential Roof Replacement	\$4,800.00
03/21/16	Chris Windham	1304	Cedar Creek Drive	Chris Windham	Residential Accessory Building	\$3,900.00
03/22/16	Yash, Inc.	311	S 6th Street	Manish Desai	New Commercial Building	\$189,000.00
03/23/16	Superior Roofing Co.	1400	Preston Street	Ricky & Hazel Cooper	Residential Roof Replacement	\$8,095.00
03/23/16	F & F Construction	414	S 7th Street	Bankcorp South	Commercial Teller Addition	\$74,912.00
03/23/16	Neocom Solutions	4499	Northwick Drive	Verizon Wireless	Commercial Cell Tower Renovation	\$97,450.00
03/23/16	A to Z Pools	1404	Southers Court	Amanda Waller	Residential Swimming Pool	\$21,500.00
03/23/16	James Hamblin	700	6th Avenue	James Hamblin	Residential Interior Renovation	\$30,000.00
03/23/16	Marvin Dooley	1003	Alton Court	Dooley Construction	Residential Interior/Exterior Renovation	\$20,000.00
03/24/16	Harvest Evangelism	1615	3rd Avenue	Harvest Evangelism	Residential Addition/Bedroom	\$30,000.00
03/25/16	H F & L Construction	1102	Willow Run	Rod Herring	Residential Addition	\$40,000.00

PERMIT DATE	CONTRACTOR	STREET NUMBER	STREET NAME	OWNER	JOB DESCRIPTION	JOB COST
03/25/16	H & H Construction	1405	Northgate Drive	Richard Burnett	Residential Repairs to Burned house	\$200,000.00
03/28/16	Lonnie & Stacie Money	899	N 10th Street	Lonnie & Stacie Money	Residential Renovation	\$100,000.00
03/28/16	Jerry L Johnson & Assoc.	205	7th Street	A. T. & T	Commercial Interior Renovation	\$171,206.00
03/28/16	Builders Professional Group, LLC	407	Meghan Court	Builders Professional Group, LLC	Residential New Single Family	\$152,236.00
03/29/16	McCrory Contracting	601	Avenue A	Chamber of Commerce	Commercial Roof Replacement	\$19,162.00
03/29/16	GTR	1006	N 1st Street	Patsy White	Residential Repairs to Burned House	\$90,000.00
03/30/16	Vernester Dent	507	Hall Avenue	Vernester Dent	Residential New Accessory Building	\$1,000.00
03/30/16	Atlas Signs Holdings	2640	Enterprise Drive	Target	Commercial Signage	\$2,000.00
03/30/16	Dixie Baker	211	22nd Street	Dixie Baker	Residential Addition Porch	\$2,000.00
03/30/16	The Infinity Group	3762	Pepperell Parkway	City Electric	Commercial Renovation	\$150,327.00
03/30/16	Roe Remodeling	403	Gwynne's Way	Darina Strock	Residential Porch Addition	\$6,500.00
03/30/16	Hudmon Construction Co	1901	Corporate Park Drive	Miss Deana's	Commercial Addition	\$234,950.00
03/31/16	N.C. Foods, LLC	870	North Railroad Avenue	N.C. Food, LLC	Commercial Interior Renovation	\$58,250.00
03/31/16	Builders Professional Group, LLC	2925	Stillwood Way	Builders Professional Group, LLC	Residential New Single Family	\$322,512.00
03/31/16	Builders Professional Group, LLC	2804	Samantha Lane	Builders Professional Group, LLC	Residential New Single Family	\$272,362.00
03/31/16	DK Homes	411	Watkins Avenue	Dan Bloodworth	Residential Renovations	\$39,195.00
03/31/16	Pythoge	509	S 7th Street	Pythoge	Commercial Renovation	\$30,000.00

Total \$4,828,681.00

TAKEN FROM THE RECORDS OF THE BUILDING INSPECTOR


JEFF KAPPELMAN
Chief Building Inspector



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 1631)

Meeting: 04/19/16 07:00 PM
Department: City Clerk
Category: Request / Temp Street Closure
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:

DOC ID: 1631

Request for Temporary One-Way Street; Garden in the Park.

Shuman, Robert

From: Tipi Miller <tipi@keepopelikabeautiful.com>
Sent: Friday, April 08, 2016 3:45 PM
To: Shuman, Robert
Subject: Garden in the Park- One Way Street

Bob,

I would like to request Park Road be a one-way street for Garden in the Park. The one-way would only be effective on Saturday, May 7th from 7am to 3pm. I would like to propose the street be a one-way from Denson Drive towards the entrance to Miles Thomas Field (across from the Salem-Shotwell Covered Bridge). This will allow Miles Thomas Field to be used as a parking lot for the event.

Thank you for your help,

Tipi

Tipi Miller
Director
www.keepopelikabeautiful.com
Join us for Garden in the Park- May 7

Attachment: CM 4-19-16, Request temporary one-way road, Garden in the Park event. (1631 : Request for Temporary One-Way Street; Garden in



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 1626)

Meeting: 04/19/16 07:00 PM
Department: City Clerk
Category: Request for Music at Courthouse Square
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:

DOC ID: 1626

City Request, Paint the Poles Event, Music at Courthouse Square.

Shuman, Robert

From: Thrift, Lisa
Sent: Wednesday, April 06, 2016 2:54 PM
To: Shuman, Robert
Cc: 'Pam Powers-Smith'
Subject: City Council agenda

Bob

Could you please add to the April 19th agenda permission to hold a music event at Courthouse Square on May 14th from 2pm-9pm? I have confirmed availability with Main Street and booked it. We will be holding our 2nd Art Trail "Paint the Poles" event from the Carver-Jeter Plan along Auburn Street and S. 4th Street in the morning, then progressing over to the Cooper Memorial Library for the 40th Anniversary celebration, and wrapping up the day with music at Courthouse Square. This will be a day long community event. More details to come as planning progresses!

Thank you.

Lisa

Lisa Thrift
Community Development Administrator
Historic Preservation Coordinator
City of Opelika
700 Fox Trail
Opelika, AL 36801
334-705-5155

Attachment: CM 4-19-16, request for Paint the Poles event, Courthouse Square - music. (1626 : City Request, Paint the Poles Event, Music at



City Council

204 South 7th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 1594)

Meeting: 04/19/16 07:00 PM
Department: Building Inspection
Category: Public Hearing
Prepared By: David Chapman
Initiator: Jeff Kappelman
Sponsors:

DOC ID: 1594

Public Hearing for Demolition - 506 S. 4Th Street

February 23, 2016

Estate of Mary Helen Bedell, deceased
c/o Isaac Dowdell, Jr.
2665 Black Diamond Terrace
Colorado Springs, CO 80918

Isaac Dowdell, Jr.
2665 Black Diamond Terrace
Colorado Springs, CO 80918

Michael Dowdell
49 East School House Lane
Philadelphia, PA 19144

NOTICE OF DANGEROUS BUILDING, FINDING OF PUBLIC NUISANCE AND ORDER TO REMEDY

This notice, finding and order is given pursuant to Ordinance No. 116-15 and Section 5-226 of the *Code of Ordinances* of the City of Opelika, Alabama, informing you that a building located within the City of Opelika, Alabama (the "City") is unsafe to the extent that it is a public nuisance and subject to demolition. According to the real property records of Lee County, Alabama, Mary Helen Bedell, deceased, is the owner of the real property described in this notice. The building is located on the following described real property, to-wit, which is described hereinafter as the "Subject Property":

Street Address: 506 South 4th Street, Opelika, AL 36801

Legal Description: Commencing at the intersection of the southwesterly margin of South 4th Street with the northwesterly margin of Avenue E in the City of Opelika, Alabama (said point of intersection being the east corner of Block P), and run thence in a northwesterly direction along the southwesterly margin of South 4th Street, 20 feet to the point of beginning of the lot here to be described and conveyed; from said point of beginning run thence in a southwesterly direction, parallel to Avenue E, 150 feet; run thence in a northwesterly direction, parallel to South 4th Street, 80 feet; run thence in a northeasterly direction; parallel to Avenue E, 150 feet, more or less, to the southwesterly margin of South 4th Street; run thence in a southeasterly direction along the southwesterly margin of South 4th Street, 80 feet to the point of beginning.

Parcel Identification Number: 43-10-03-08-3-000-103.000

As the Building Official of the City of Opelika, the undersigned inspected the building on the Subject Property on January 12, 2016. Based upon said inspection, the building located on the Subject Property is deemed to be a “dangerous building” within the meaning of Ordinance No. 116-15 because of the following conditions and/or defects:

(Check all that apply)

- X (1) The interior walls or other vertical structure members of the building list, lean or buckle to such an extent that a plumb line passing through the center of gravity falls outside the middle third of its base.
- X (2) Exclusive of foundation, the building shows thirty-three (33) percent or more of damage or deterioration of one (1) or more supporting members or fifty (50) percent of damage or deterioration of the non-supporting enclosing or outside walls or covering.
- X (3) The building has improperly distributed loads upon the floors or roofs, or, in which the same are overloaded or which has insufficient strength to be reasonably safe for the purpose used.
- X (4) The building has been damaged by fire, wind, earthquake, flood, sinkhole, deterioration, neglect, abandonment, vandalism or other cause so as to become dangerous to life, health, property, morals, safety or general welfare of the public or the occupants.
- X (5) The building has become or is so damaged, dilapidated, decayed, unsafe, unsanitary, lacking in maintenance, vermin or rat-infested, containing filth or contamination, lacking proper ventilation, lacking sufficient illumination, or which so utterly fails to provide the amenities essential to decent living that it is unfit for human habitation, or is likely to cause sickness or disease, so as to work injury to the life, health, property, morals, safety or general welfare of the public or the occupants.
- X (6) The building has light, air, heating, cooling and sanitation facilities which are inadequate to protect the life, health, property, morals, safety or general welfare of the public or the occupants.
- X (7) The building has inadequate facilities for egress in case of fire or panic, or has insufficient stairways, elevators, fire escapes or other means of ingress and egress to and from said building.

- X (8) The building does not provide minimum safeguards to protect or warn occupants in the event of fire.
- X (9) The building contains unsafe equipment, including any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers, or other equipment on the premises, or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property, morals, safety or general welfare of the public or the occupants.
- X (10) The building is so damaged, decayed, dilapidated, structurally unsafe, or is of such faulty construction or unstable foundation that partial or complete collapse is possible.
- X (11) The building has parts thereof which are so attached that they may fall and damage property or injure the public or the occupants.
- X (12) The building, or any portion thereof, is clearly unsafe for its use or occupancy.
- X (13) The building is neglected, damaged, dilapidated, unsecured, or abandoned so as to become an attractive nuisance to children who might play in or on the building, structure, part of building or structure, party wall, or foundation to their danger, has become a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building, structure, part of building or structure, party wall, or foundation for committing a nuisance or an unlawful act.
- ☐ (14) The building has any portion remaining on a site after the demolition or destruction of the same or whenever the building, structure, part of building or structure, party wall, or foundation is abandoned so as to constitute such building, structure, part of building or structure, party wall, or foundation as an attractive nuisance or hazard to the public.
- X (15) The building is, because of its condition, unsafe, unsanitary, or dangerous to the life, health, property, morals, safety, or general welfare of the public or the occupants.

The Building Official further finds and determines that the building on the Subject Property is substantially damaged or decayed, or deteriorated from its original value or structure (not including the value of the land). The Building Official further finds and determines that the building on the Subject Property cannot be reasonably repaired so that it will no longer exist in violation of the terms of Ordinance No. 116-15 governing unsafe structures and dangerous

buildings. The Building Official further finds that the building on the Subject Property is a fire hazard existing in violation of the terms of Ordinance No. 116-15, governing unsafe structures and dangerous buildings. The Building Official further finds that the building on the Subject Property is unsafe to the extent that it is a public nuisance.

NOTICE is hereby given to remedy the unsafe or dangerous condition by demolition of the building on the Subject Property within forty-five (45) days of this Notice to the Building Official's satisfaction. In the event that the owner does not comply within the time specified herein to the Building Official's satisfaction, the demolition shall be accomplished by the City and the cost thereof assessed against the Subject Property and such cost shall constitute a lien against the Subject Property.

The Building Official finds that the building on the Subject Property is in such condition as to make it dangerous to the life, health, property, morals, safety or general welfare of the public or the occupants. Therefore, the undersigned Building Official orders that the building on the Subject Property shall be and remain vacant until demolished.

Notice is hereby given that the City Council of the City of Opelika, Alabama, will hold a public hearing on Tuesday, April 19, 2016, at 7:00 p.m. in the City Council Chambers of the municipal building, 204 South 7th Street, Opelika, Lee County, Alabama, to discuss the findings of the Building Official. At that time, the City Council will consider the adoption of a resolution ordering the demolition of the building located on the Subject Property. At the public hearing, the City Council will receive any objections to the finding by the Building Official that the building or structure is unsafe to the extent of becoming a public nuisance. A written request for a public hearing is not necessary. At the public hearing, the City Council shall also receive any written objections to the findings by the Building Official. Any such written objection must be submitted to the City Clerk prior to the meeting of the City Council. All interested persons are invited to appear before the City Council in person or through his or her representative to show cause, if any, why his or her objection to the demolition of the building or structure should be sustained. No action shall be taken on the finding of the Building Official until determination is made thereon by the City Council. Upon the holding of the hearing, the City Council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance. If it is determined by the City Council that the building or structure is unsafe to the extent that it is a public nuisance, the City Council shall order the demolition of the building or structure at the expense of the City and assess the expenses of the demolition against the land on which the building or structure stands or to which it is attached. Any person aggrieved by the decision of the City Council may, within ten (10) days thereafter, appeal to the Circuit Court of Lee County, Alabama, upon the filing with the Clerk of the Circuit Court of Lee County, Alabama, notice of appeal and bond for security of costs in the form and amount to be approved by the Circuit Court. For further particulars, see Ordinance No. 116-15 and Section 5-227 of the *Code of Ordinances*. Anyone interested in the status of these proceedings may inquire with the Opelika City Clerk at 334-705-5110 or in person at the City Clerk's office located on the second floor of City Hall, 204 South 7th Street, Opelika, Alabama.

You will further take note that:

(1) It is unlawful for any person, or for any agent, servant or employee of such person, to obstruct or interfere with the Building Official in carrying out the purposes of Ordinance No. 116-15.

(2) It is unlawful for any person, or for any agent, servant or employee of such person, to mutilate, destroy, or tamper with this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy".

(3) It is unlawful for any person, or for any agent, servant or employee of such person, to enter, access or be upon any building that the Building Official has ordered to be vacated pursuant to this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy".

(4) It is unlawful for any person who has received this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy" to sell, transfer, mortgage, lease, encumber or otherwise dispose of the building on the Subject Property to another until such person shall first furnish the grantee, transferee, mortgagee or lessee a true copy of this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy" and shall furnish to the Building Official a signed and notarized statement from the grantee, transferee, mortgagee or lessee acknowledging the receipt of this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy" and fully accepting the responsibility without condition for making the corrections, repairs or demolitions required by this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy".

(5) It is unlawful for any person, owner or occupant of any building to refuse to permit entry into any building, structure or premises, or onto any property by the Building Official or his authorized representative after proper credentials are displayed at a reasonable hour for the purpose of inspection pursuant to Ordinance No. 116-15.

This office seeks and anticipates your cooperation and compliance in this matter. Positive efforts by citizens like yourself help make Opelika a better community.

If there is any other way this office can assist you in resolving this matter, please immediately call David Chapman, the Building Inspector assigned to your case at 334-705-5420.

Thank you in advance for your attention to this Notice and your prompt response.

DATED this the ____ day of February, 2016.

Sincerely,

Jeff Kappelman
Building Official of the City of Opelika, Alabama
700 Fox Trail
Opelika, AL 36801
334-705-5420



Attachment: Photos of 506 S. 4th Street (1594 : Public Hearing for Demolition - 506 S. 4Th Street)



Attachment: Photos of 506 S. 4th Street (1594 : Public Hearing for Demolition - 506 S. 4Th Street)



Attachment: Photos of 506 S. 4th Street (1594 : Public Hearing for Demolition - 506 S. 4Th Street)



City Council

204 South 7Th Street
Opelika, AL

SCHEDULED

BIDS (ID # 1637)

Meeting: 04/19/16 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Angela Norrell
Sponsors:
DOC ID: 1637

Downtown Dumpster Service - OES

RESOLUTION NO. _____

WHEREAS, the Purchasing Department opened sealed bids for a three-year contract for Downtown Dumpster Service for the Opelika Environmental Services Department; and

WHEREAS, Waste Management of AL submitted the lowest bid meeting specifications; and

WHEREAS, this is a budgeted purchase;

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

1. That the contract be awarded to Waste Management of AL on their low bid meeting specifications.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Waste Management of AL on an as needed basis.
3. That the Mayor is hereby authorized to sign all documents pertaining to this purchase.
4. That the Controller is authorized to adjust the budget as necessary for this purchase.

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

C. E. "Eddie" Smith, Jr.
President of the City Council
City of Opelika, Alabama

Bids (ID # 1637)

Meeting of April 19, 2016

ATTEST:

Robert G. Shuman
City Clerk - Treasurer

FACT SHEET

SUBJECT: Sealed Bid #16011 – We are asking the Council to approve a three-year contract for Downtown Dumpster Service

FACTS:

- Bid opening date – 4/11/16
- User department – Opelika Environmental Services
- The bid was mailed to 11 vendors
- 2 bids were received
- Waste Management of AL submitted the lowest bid meeting specifications
- Budgeted contract
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend the contract be awarded to Waste Management of AL on their low bid meeting specifications.**

2 BIDS RECEIVED

ITEM #7: MAXIMUM RATE INCREASE/YEAR %

ITEM #5: 5X/WEEK

DISC

—

W J CASH CONSTRUCTION CO INC

—



City Council

204 South 7Th Street
Opelika, AL

SCHEDULED

BIDS (ID # 1639)

Meeting: 04/19/16 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Angela Norrell
Sponsors:
DOC ID: 1639

LED Off-Roadway Luminares - OPS

RESOLUTION NO. _____

WHEREAS, the Purchasing Department opened sealed bids for a contract for LED Off-Roadway Luminares for the Opelika Power Services department; and

WHEREAS, Stuart C. Irby Co. submitted the lowest bid meeting specifications; and

WHEREAS, this is a budgeted purchase;

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

1. That the contract be awarded to Stuart C. Irby Co. on their low bid meeting specifications.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Stuart C. Irby Co. on an as needed basis.
3. That the Mayor is hereby authorized to sign all documents pertaining to this purchase.
4. That the Controller is authorized to adjust the budget as necessary for this purchase.

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

C. E. "Eddie" Smith, Jr.
President of the City Council
City of Opelika, Alabama

ATTEST:

Robert G. Shuman
City Clerk - Treasurer

FACT SHEET

SUBJECT: Sealed Bid #16013 – We are asking the Council to approve a contract for LED Off-Roadway Luminaires

FACTS:

- Bid opening date – 4/11/16
- User department(s) – Opelika Power Services
- The bid was mailed to 37 vendors
- 6 bids were received
- Budgeted contract
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend contract be awarded to Stuart C. Irby Co. on their low bid meeting specifications.**

Lillie Finley

BID# 16013 DATE: 4/11/16 DEPT: OPELIKA POWER SERVICES				37 VENDORS INVITED	
DESCRIPTION: LED OFF-ROADWAY LUMINAIRES				6 BIDS RECEIVED	
	ITEM 1: (30) 4 COB LED's				
	ITEM 2: (30) 6 COB LED's				
	ITEM 3: (90) 9 COB LED's				
VENDOR	ITEM 1:	ITEM 2:	ITEM 3:	DEL ARO	DISC
A TO Z MUNI-DOT COMPANY					
AL POWER CO					
ANIXTER INC	\$ 598.90	\$ 703.10	\$859.30	6-8 weeks	--
BALDWIN LIGHTING INC					
BALDWIN POLE & PILING CO INC					
CITY ELECTRIC SUPPLY COMPANY					
DAVIS-DYAR SUPPLY CO INC					
G & W ELECTRIC					
GRAYBAR ELECTRIC COMPANY-BMHM	\$ 683.00	\$ 801.00	\$978.00	4 weeks	1% Net 20
GRAYBAR ELECTRIC COMPANY-MOBILE					
GRESO/CAPSTONE UTILITY SUPPLY	\$ 598.00	\$ 702.00	\$858.00	6 weeks	--
GT KEY CO INC					
H D SUPPLY POWER SOLUTIONS LTD					
HUGHES SUPPLY INC					
INLINE ELECTRIC SUPPLY					
INTERSTATE ELECTRICAL SUPPLY					
KING LUMINAIRE					
LAGRANGE WINNELSON					
MAYER ELECTRIC FINANCIAL CORP					
MAYER ELECTRIC SUPPLY CO INC	\$ 615.00	\$ 726.00	\$ 884.00	4 weeks	--
NATIONWIDE UTILITY POLES & SUPPLY INC					
SOUTH BAY WIRE AND CABLE					
SOUTHCON (AMARON)					
SPECIALTY OPTICAL SYSTEMS INC					
SPRING CITY ELECTRICAL MFG CO					
STALLWORTH TIMBER CO INC					
STERNBERG LIGHTING INC					
STRESSCRETE INC					
STUART C IRBY CO	\$ 592.00	\$ 695.00	\$ 850.00	5 weeks	--
SUPERIOR LAMP AND SUPPLY					
T R MILLER MILL CO INC					

6 BIDS RECEIVED

Attachment: 4-19-16 - LED OFF-ROADWAY LUMINAIRES 16013 - BID PKT (1639 : LED Off-Roadway



City Council

204 South 7Th Street
Opelika, AL

SCHEDULED

BIDS (ID # 1636)

Meeting: 04/19/16 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Angela Norrell
Sponsors:
DOC ID: 1636

Maintenance of IBM Hardware and Software - IT

RESOLUTION NO. _____

WHEREAS, the Purchasing Department opened sealed bids for a contract for Maintenance of IBM Hardware and Software for the Information Technology department; and

WHEREAS, SPS VAR, LLC submitted the lowest bid meeting specifications; and

WHEREAS, this is budgeted from the Equipment Repairs and Maintenance fund;

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

1. That the contract be awarded to SPS VAR, LLC on their low bid meeting specifications.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to SPS VAR, LLC in the amount of \$54,930.00.
3. That the Mayor is hereby authorized to sign all documents pertaining to this purchase.
4. That the Controller is authorized to adjust the budget as necessary for this purchase.

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

C. E. "Eddie" Smith, Jr.
President of the City Council
City of Opelika, Alabama

ATTEST:

Robert G. Shuman
City Clerk - Treasurer

FACT SHEET

SUBJECT: Sealed Bid #16008 – We are asking the Council to approve a contract for Maintenance of IBM Hardware and Software

FACTS:

- Bid opening date – 3/28/16
- User department(s) – Information Technology
- The bid was mailed to 30 vendors
- 4 bids were received
- Budgeted contract from Equipment Repairs and Maintenance
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend contract be awarded to SPS VAR, LLC on their low bid meeting specifications in the amount of \$54,930.00.**

Lillie Finley

BID# 16008 DATE: 3/28/16 DEPT: INFORMATION TECHNOLOGY

30 VENDORS INVITED

DESCRIPTION: MAINTENANCE OF IBM HARDWARE AND SOFTWARE

4 BIDS RECEIVED

	ITEM #1: 1ST YR MAINT-HARDWARE			ITEM #4: 1ST YR MAINT-SOFTWARE			
	ITEM #2: 2ND YR MAINT-HARDWARE			ITEM #5: 2ND YR MAINT-SOFTWARE			
	ITEM #3: 3RD YR MAINT-HARDWARE			ITEM #6: 3RD YR MAINT-SOFTWARE			
VENDOR NAME	ITEM #1	ITEM #2	ITEM #3	ITEM #4	ITEM #5	ITEM #6	TOTAL
AL CRIMINAL JUSTICE INFO CTR							
ASI COMPUTER TECHNOLOGIES INC							
BECK & ASSOC ALLTECH OFFICE SOL INC							
BLACKMON AGENCY INC							
BUSINESS SYSTEMS & CONSULTANTS							
CAPITAL REFRIGERATION CO INC							
CDW GOVERNMENT INC							
CISTERA NETWORKS INC							
CPAK TECHNOLOGY SOLUTIONS							
DELL MARKETING L P							
DELTACOM INC							
DIGITEL CORPORATION							
DYNAMIX GROUP INC							
ELECSYS INTERNATIONAL CORP							
GENERAL DYNAMICS ITRONIX CORP							
GENISYS GROUP INC	\$13,500.00	\$13,500.00	\$13,500.00	\$10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 70,500.00
Alt Bid	\$14,000.00	\$14,000.00	\$14,000.00	\$10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 72,000.00
HELP SYSTEMS INC							
HICOMP LLC	\$15,386.05	\$30,492.49	\$43,993.40	\$10,436.08	\$ 20,687.44	\$ 29,618.78	\$ 73,612.11
INFORMATION TECHNOLOGY SOL							
K A THRASH							
NAVIGATION ELECTRONICS INC							
OFFICE DEPOT							
PITNEY BOWES INC							
POLARIS LIBRARY SYSTEMS							
RJS SOFTWARE SYSTEMS INC							
SPS VAR LLC	\$14,860.00	\$15,000.00	\$16,350.00	\$6,160.00	\$ 980.00	\$ 980.00	

4 BIDS RECEIVED

Attachment: 4-19-16 - MAINTENANCE OF IBM HARDWARE AND SOFTWARE 16008 - BID PKT (1636 :



City Council

204 South 7Th Street
Opelika, AL

SCHEDULED

BIDS (ID # 1647)

Meeting: 04/19/16 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Angela Norrell
Sponsors:
DOC ID: 1647

One (1) Vertical Lift Path Skid Steer Loader - PW

RESOLUTION NO. _____

WHEREAS, the Purchasing Department opened sealed bids for one (1) Vertical Lift Path Skid Steer Loader for the Public Works Street Department; and

WHEREAS, Rental, Inc. submitted the lowest bid meeting specifications; and

WHEREAS, this is a budgeted purchase in Capital Outlay;

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

1. That the purchase be awarded to Rental, Inc. on their low bid meeting specifications.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Rental, Inc. in the amount of \$52,576.00.
3. That the Mayor is hereby authorized to sign all documents pertaining to this purchase.
4. That the Controller is authorized to adjust the budget as necessary for this purchase.

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

C. E. "Eddie" Smith, Jr.
President of the City Council
City of Opelika, Alabama

ATTEST:

Robert G. Shuman
City Clerk - Treasurer

FACT SHEET

SUBJECT: Sealed Bid #16009 – We are asking the Council to approve a purchase for one (1) Vertical Lift Path Skid Steer Loader

FACTS:

- Bid opening date – 3/28/16
- User department – Public Works Street Dept
- The bid was mailed to 17 vendors
- 5 bids were received
- Rental, Inc. submitted the lowest bid meeting specifications
- Budgeted contract from Capital Outlay
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend the bid be awarded to Rental, Inc. on their low bid meeting specifications in the amount of \$52,576.00.**

[illegible]

Attachment: 4-19-16 - ONE (1) VERTICAL LIFT PATH SKID STEER LOADER 16009 - BID PKT (1647 : One



City Council

204 South 7Th Street
Opelika, AL

SCHEDULED

BIDS (ID # 1638)

Meeting: 04/19/16 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Angela Norrell
Sponsors:
DOC ID: 1638

Residential Building Demolitions - Inspection

RESOLUTION NO. _____

WHEREAS, the Purchasing Department opened sealed bids for a contract for Residential Building Demolitions located at 501 Lee St., 307 S 2nd St., and 214 Byrd Ave. for the Inspection Department; and

WHEREAS, W J Cash Construction Co., Inc. submitted the lowest bid meeting specifications; and

WHEREAS, this is a budgeted contract;

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

1. That the contract be awarded to W J Cash Construction Co., Inc. on their low bid meeting specifications.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to
W J Cash Construction Co., Inc. in the amount of \$16,900.00.
3. That the Mayor is hereby authorized to sign all documents pertaining to this purchase.
4. That the Controller is authorized to adjust the budget as necessary for this purchase.

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

C. E. "Eddie" Smith, Jr.
President of the City Council
City of Opelika, Alabama

Bids (ID # 1638)

Meeting of April 19, 2016

ATTEST:

Robert G. Shuman
City Clerk - Treasurer

FACT SHEET

SUBJECT: Sealed Bid #16012 – We are asking the council to approve a contract for Residential Building Demolitions located at 501 Lee St., 307 S 2nd St., and 214 Byrd Ave.

FACTS:

- Bid opening date – 4/11/16
- User department(s) – Inspection Department
- The bid was mailed to 8 vendors
- 2 bids were received
- Budgeted contract
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend contract be awarded to W J Cash Construction Co., Inc. on their low bid meeting specifications in the amount of \$16,900.00.**

Packet Pg. 45

RESOLUTION NO. (ID # 1474)

Resolution for Demolition - 600 Meadow Avenue - Tabled.

RESOLUTION NO. _____

**RESOLUTION ORDERING THE DEMOLITION OF A BUILDING OR
STRUCTURE LOCATED AT 600 MEADOW AVENUE, OPELIKA, ALABAMA 36801,
PARCEL ID NO.: 43-10-04-18-3-001-001.000 IN COMPLIANCE WITH SECTIONS
11-40-30 THROUGH 11-40-36, SECTIONS 11-53B-1 THROUGH 11-53B-16,
INCLUSIVE, OF THE CODE OF ALABAMA, AND IN COMPLIANCE WITH
ORDINANCE NO. 116-15.
OF THE CITY OF OPELIKA, ALABAMA**

WHEREAS, the Building Official of the City of Opelika, Alabama, determined that the condition of the building or structure located at 600 Meadow Avenue, Opelika, Alabama, 36801, Parcel I.D. Number: 43-10-04-18-3-001-001.000, (hereinafter the Subject Property”) is in such condition as to make it dangerous to the life, health, property, morals, safety or general welfare of the public or the occupants; and

WHEREAS, The Buryl C. Jones Revocable Trust is the record owner of the above-described property as shown from a search of records of the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, Selwyn Jones, as Trustee of the Buryl C. Jones Revocable Trust, is the person last assessing the subject property for state taxes; and

WHEREAS, there are no mortgagees or lienholders of record as shown from a search of records of the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, a “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy” was sent via certified mail, properly addressed, and postage prepaid to The Buryl C. Jones Revocable Trust, Selwyn Jones, Trustee, 3640 Robert E Lee Drive, Millbrook, AL 36054; and

WHEREAS, contemporaneous with the filing of the “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy”, a copy of the same was posted at or within three (3) feet of an entrance to the building on the subject property; and

WHEREAS, a Lis Pendens Notice was duly filed of record in the Office of the Judge of Probate of Lee County, Alabama, as required by Ordinance No. 116-15; and

WHEREAS, notice that the subject property is a dangerous building because it is unsafe to the extent that it is a public nuisance and is subject to demolition and that a public hearing would be held on a certain date was given to all interested parties as required by law; and

WHEREAS, Tuesday, February 16, 2016 at 7:00 p.m. in the City Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Lee County, Alabama, was fixed as the time and place when and where the City Council will meet to determine whether or not the buildings located at 600 Meadow Avenue is unsafe to the extent that it creates a public nuisance; and

WHEREAS, the City Council of the City of Opelika met on Tuesday, February 16, 2016, at the aforesaid time and place for the purpose of conducting said public hearing; and

WHEREAS, the President of the City Council of the City of Opelika presided over said public hearing and opened the floor for comments from the public and any persons interested in the real property located at 600 Meadow Avenue, Opelika, Alabama; and

WHEREAS, the City Council has considered all of the evidence and other matters in relation to said alleged public nuisance.

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

1. The City Council hereby finds and determines that the building or structure located at 600 Meadow Avenue, Opelika, Alabama, Parcel I.D. Number: 43-10-04-18-3-001-001.000, is unsafe to the extent that it creates a public nuisance to the citizens of Opelika, Alabama, and is due to be condemned and demolished in compliance with §§11-40-30 through 11-40-36 and §§11-53B-1 through 11-53B-16, inclusive of the *Code of Alabama*, and Ordinance No. 116-15 of the City of Opelika, Alabama, which Ordinance is codified at Sections 5-221 through 5-238, inclusive of the *Code of Ordinances* of the City of Opelika, Alabama. The property referred to above is more particularly described as follows:

Lot 12 in Meadow Park Subdivision, Unit No. One, in the City of Opelika, Alabama, according to and as shown by a plat of Meadow Park Subdivision, Unit No. One, as the same appears of record in the Office of the Judge of Probate of Lee County, Alabama, in Town Plat Book 3 at Page 39; together with all improvements thereon, and appurtenances thereunto appertaining.

Also being further described as Parcel Number 43-10-04-18-3-001-001.000, according to records maintained in the Lee County Revenue Commissioner's Office.

2. The Mayor is hereby authorized and directed to cause said building or structure to be demolished and removed after the expiration of twenty (20) days from the date of this resolution if an appeal has not been taken to the Circuit Court. The demolition may be accomplished by the municipality by the use of its own forces, or it may be provided by contract

for the demolition. The municipality may sell or otherwise dispose of salvaged materials resulting from the demolition. All employees, contractors and duly authorized agents of the City are authorized to enter upon said property for said purpose.

3. Any person aggrieved by the decision of the City Council may, within ten (10) days hereafter, appeal to the Circuit Court upon filing with the Clerk of the Court notice of appeal and a bond for security of costs in the form and amount approved by the Circuit Clerk.

4. Upon the demolition and removal of said building or structure, the Building Official shall make a report to the City Council of the cost. The City Council shall thereafter adopt a resolution fixing the costs which it finds were reasonably incurred in the demolition and removal of said building or structure and assess the costs against said property. The proceeds of any monies received from the sale of salvaged materials from the building or structure shall be used or applied against the cost of the demolition and removal. The fixing of costs by the City Council shall constitute a special assessment against the lot or lots, parcel, or parcels of land upon which the building or structure was located and shall constitute a lien on the property for the amount of the assessment.

5. The City Clerk is hereby directed to mail, by certified mail, a copy of this resolution to the owners and lien holders of the property as the information appears on the records of the office of the Tax Assessor and in the Office of the Judge of Probate of 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

Cc: The Buryl C. Jones Revocable Trust
Selwyn Jones, Trustee
3640 Robert E. Lee Drive
Millbrook, AL 36054

RESOLUTION NO. (ID # 1634)

Expense Reports from Various Departments

RESOLUTION NO. _____

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

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

Employee	Department	\$ Amount
-----	-----	
Jamie Payne	Municipal Court	157.68
Dorothy Daniels	Municipal Court	164.60
Terry White	OES	1,042.53

-) 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

PERIOD ENDING

NAME

Name

Jamie Payne

DEPARTMENT

Department

Municipal Court

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS			ENTERTAIN- MENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUB- LIC TRANSIT	AUTO EXPENSES Itemize Below	Itemize Below BREAKFAST LUNCH DINNER					
SUN												0.00
MON												0.00
TUE												0.00
WED	Birmingham, AL											0.00
THU	Birmingham, AL											0.00
FRI	Birmingham, AL				157.68							157.68
SAT												157.68
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	157.68	0.00	0.00	0.00	0.00	0.00	0.00	

WEEKLY TOTAL EXPENSES 1

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

NUMBER OF DAYS AWAY FROM HOME

2

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL

To Attend Magistrate
Certification classes

METHOD OF REIMBURSEMENT

DEDUCT FROM
MY ADVANCE

MAIL: TO

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
3/30/16	146 x 2 = 292 x .54	157.68
3/31/16		
4/1/16		

157.68

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

Jamie Payne
SIGNATURE

APPROVED BY

NAME

Name Dorothy Daniels

DEPARTMENT

Department Municipal Court

PERIOD ENDING

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS			ENTERTAINMENT	MISC. EXPENSES	DAILY TOTAL
			AIR RAIL, ETC.	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUBLIC TRANSIT	Mileage	BREAKFAST	LUNCH	DINNER	Itemize Below	Itemize Below	
SUN												0.00
MON												0.00
TUE												0.00
WED	Birmingham, AL											0.00
THU	Birmingham, AL								\$6.92			\$6.92
FRI	Birmingham, AL					\$157.68						\$157.68
SAT												0.00
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	0.00	\$157.68	0.00	0.00	\$6.92	0.00	0.00	\$164.60

WEEKLY TOTAL EXPENSES 1

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

NUMBER OF DAYS AWAY FROM HOME

2

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL

To Attend magistrate Certification Classes

METHOD OF REIMBURSEMENT

☐

DEDUCT FROM MY ADVANCE

☒

MAIL TO

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
3/30/16	146 x 2 = 292 x .54	\$157.68
3/31/16		
4/1/16		

\$157.68

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT



SIGNATURE

APPROVED BY

NAME

Terry White

DEPARTMENT

Environmental Services

PERIOD ENDING

4.12.16

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS			ENTERTAIN- MENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOT
			AIR RAIL, ETC	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUB- LIC TRANSIT	AUTO EXPENSES Itemize Below	Itemize Below					
							BREAKFAST	LUNCH	DINNER			
SUN 4.3.16	Charleston, SC	211.07				204.66						415
MON 4.4.16	Charleston, SC	211.07										211
TUE 4.5.16	Charleston, SC	211.07										211
WED 4.6.16						204.66						204
THU												0
FRI												0
SAT												0
WEEKLY CATEGORY TOTALS \$		633.21	0.00	0.00	0.00	409.32	0.00	0.00	0.00	0.00	0.00	1,042

WEEKLY TOTAL EXPENSES

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

RECEIVED
APR 13 2016

Agree To P.O. _____
 Exts Verified _____
 Footing Verified _____
 Inv. Price Bio Price _____
 Ok To Pay _____
 A/C # Verified _____

NUMBER OF DAYS AWAY FROM HOME

3

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

0%

NATURE OR PURPOSE OF TRAVEL

Fleet Management Expo

METHOD OF REIMBURSEMENT

DEDUCT FROM
MY ADVANCE

MAIL: TO

Lodging charged to P-Card.

ITEMIZED AUTOMOBILE EXPENSES		
DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
4.3.16	379 miles @ \$0.54/mile	204.66
4.6.16	379 miles @ \$0.54/mile	204.66
Total		409.32

ITEMIZED MISCELLANEOUS EXPENSES		
DATE	ITEMS	AMOUNT

SIGNATURE

APPROVED BY

RESOLUTION NO. (ID # 1640)

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

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

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

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

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

No.	Qty.	Unit	Item Description	Fixed Asset #
1.	1	Ea.	2009 Chevrolet Silverado 3GCEC13319G171969	N/A
2.	1	Ea.	1995 Chevrolet Tahoe K15 1GNEK18K2SJ309677	N/A

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

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

C. E. "Eddie" Smith, Jr.
President of the City Council
City of Opelika, Alabama

ATTEST:

Robert G. Shuman
City Clerk - Treasurer

RESOLUTION NO. (ID # 1595)

Ordering the Demolition - 506 S. 4Th Street

RESOLUTION NO. _____

**RESOLUTION ORDERING THE DEMOLITION OF A BUILDING OR
STRUCTURE LOCATED AT 506 South 4th Street, OPELIKA, ALABAMA 36801,
PARCEL ID NO.: 43-10-03-08-3-000-103.000 IN COMPLIANCE WITH SECTIONS
11-40-30 THROUGH 11-40-36, SECTIONS 11-53B-1 THROUGH 11-53B-16,
INCLUSIVE, OF THE CODE OF ALABAMA, AND IN COMPLIANCE WITH
ORDINANCE NO. 116-15.
OF THE CITY OF OPELIKA, ALABAMA**

WHEREAS, the Building Official of the City of Opelika, Alabama, determined that the condition of the building or structure located at 506 South 4th Street, Opelika, Alabama, 36801, Parcel I.D. Number: 43-10-03-08-3-000-103.000, (hereinafter the Subject Property”) is in such condition as to make it dangerous to the life, health, property, morals, safety or general welfare of the public or the occupants; and

WHEREAS, Mary Helen Bedell, deceased, is the record owner of the above-described property as shown from a search of records of the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, Mary Helen Bedell, deceased, is the person last assessing the subject property for state taxes; and

WHEREAS, upon information and belief, Mary Helen Bedell, deceased, is survived her two children, namely Isaac Dowdell, Jr., and Michael Dowdell; and

WHEREAS, there are no mortgagees or lienholders of record as shown from a search of records of the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, a “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy” was sent via certified mail, properly addressed, and postage prepaid to the Estate of Mary Helen Bedell, c/o Isaac Dowdell, Jr., 2665 Black Diamond Terrace, Colorado Springs, CO 80918; Isaac Dowdell, Jr., 2665 Black Diamond Terrace, Colorado Springs, CO 80918 and Michael Dowdell, 49 East School House Lane, Philadelphia, PA 19144; and

WHEREAS, contemporaneous with the filing of the “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy”, a copy of the same was posted at or within three (3) feet of an entrance to the building on the subject property; and

WHEREAS, a Lis Pendens Notice was duly filed of record in the Office of the Judge of Probate of Lee County, Alabama, as required by Ordinance No. 116-15; and

WHEREAS, notice that the subject property is a dangerous building because it is unsafe to the extent that it is a public nuisance and is subject to demolition and that a public hearing would be held on a certain date was given to all interested parties as required by law; and

WHEREAS, Tuesday, April 19, 2016 at 7:00 p.m. in the City Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Lee County, Alabama, was fixed as the time and place when and where the City Council will meet to determine whether or not the building located at 506 South 4th Street is unsafe to the extent that it creates a public nuisance; and

WHEREAS, the City Council of the City of Opelika met on Tuesday, April 19, 2016, at the aforesaid time and place for the purpose of conducting said public hearing; and

WHEREAS, the President of the City Council of the City of Opelika presided over said public hearing and opened the floor for comments from the public and any persons interested in the real property located at 506 South 4th Street, Opelika, Alabama; and

WHEREAS, the City Council has considered all of the evidence and other matters in relation to said alleged public nuisance.

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

1. The City Council hereby finds and determines that the building or structure located at 506 South 4th Street, Opelika, Alabama, Parcel I.D. Number: 43-10-03-08-3-000-103.000, is unsafe to the extent that it creates a public nuisance to the citizens of Opelika, Alabama, and is due to be condemned and demolished in compliance with §§11-40-30 through 11-40-36 and §§11-53B-1 through 11-53B-16, inclusive of the *Code of Alabama*, and Ordinance No. 116-15 of the City of Opelika, Alabama, which Ordinance is codified at Sections 5-221 through 5-238, inclusive of the *Code of Ordinances* of the City of Opelika, Alabama. The property referred to above is more particularly described as follows:

Commencing at the intersection of the southwesterly margin of South 4th Street with the northwesterly margin of Avenue E in the City of Opelika, Alabama (said point of intersection being the east corner of Block P), and run thence in a northwesterly direction along the southwesterly margin of South 4th Street, 20 feet to the point of beginning of the lot here to be described and conveyed; from said point of beginning run thence in a southwesterly direction, parallel to Avenue E, 150 feet; run thence in a northwesterly direction, parallel to South 4th Street, 80 feet; run thence in a northeasterly direction; parallel to Avenue E, 150 feet, more or less, to the southwesterly margin of South 4th Street; run thence in a southeasterly direction along the southwesterly margin of South 4th Street, 80 feet to the point of beginning.

Also being further described as Parcel Number 43-10-03-08-3-000-103.000, according to records maintained in the Lee County Revenue Commissioner's Office.

2. The Mayor is hereby authorized and directed to cause said building or structure to be demolished and removed after the expiration of twenty (20) days from the date of this resolution if an appeal has not been taken to the Circuit Court. The demolition may be accomplished by the municipality by the use of its own forces, or it may be provided by contract for the demolition. The municipality may sell or otherwise dispose of salvaged materials resulting from the demolition. All employees, contractors and duly authorized agents of the City are authorized to enter upon said property for said purpose.

3. Any person aggrieved by the decision of the City Council may, within ten (10) days hereafter, appeal to the Circuit Court upon filing with the Clerk of the Court notice of appeal and a bond for security of costs in the form and amount approved by the Circuit Clerk.

4. Upon the demolition and removal of said building or structure, the Building Official shall make a report to the City Council of the cost. The City Council shall thereafter adopt a resolution fixing the costs which it finds were reasonably incurred in the demolition and removal of said building or structure and assess the costs against said property. The proceeds of any monies received from the sale of salvaged materials from the building or structure shall be used or applied against the cost of the demolition and removal. The fixing of costs by the City Council shall constitute a special assessment against the lot or lots, parcel, or parcels of land upon which the building or structure was located and shall constitute a lien on the property for the amount of the assessment.

5. The City Clerk is hereby directed to mail, by certified mail, a copy of this resolution to the owners and lien holders of the property as the information appears on the records of the office of the Tax Assessor and in the Office of the Judge of Probate of 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

Cc: Estate of Mary Helen Bedell
 c/o Isaac Dowdell, Jr.
 2665 Black Diamond Terrace
 Colorado Springs, CO 80918

Isaac Dowdell, Jr.

2665 Black Diamond Terrace
Colorado Springs, CO 80918

Michael Dowdell
49 East School House Lane
Philadelphia, PA 19144



Attachment: Photos of 506 S. 4th Street (1595 : Resolution for Demolition - 506 S. 4Th Street)



Attachment: Photos of 506 S. 4th Street (1595 : Resolution for Demolition - 506 S. 4Th Street)



Attachment: Photos of 506 S. 4th Street (1595 : Resolution for Demolition - 506 S. 4Th Street)

RESOLUTION NO. (ID # 1643)

Budget Adjustment, Provide Operating Funds for Probation Officer.

RESOLUTION NO. _____

**RESOLUTION TRANSFERRING FUNDS WITHIN THE FISCAL YEAR 2015-2016
BUDGET TO PROVIDE OPERATING EXPENSES FOR PROBATION OFFICER**

WHEREAS, pursuant to Resolution No. 275-15 the City Council authorized the new job classification and job description for Probation Officer and amended the organizational chart of the Municipal Court Department; and

WHEREAS, the Probation Officer needs office equipment, furniture and supplies, such as a computer, computer hardware and software, printer, desk, chair, and office supplies to provide probation services; and

WHEREAS, the City Council finds and determines that it is necessary to appropriate the additional sum of \$20,000 for the Probation Officer in order that she may perform the duties of her office as they have been assigned to her.

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

1. That the Mayor and Controller are hereby authorized and directed to transfer \$20,000 from the Unassigned Fund Balance for the operating expenses of the Probation Officer during fiscal year 2015-2016 as stated above.
2. That the Controller is authorized to make the appropriate budget adjustments to implement this Resolution.

3. 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

RESOLUTION NO. (ID # 1646)

Agreement, Software for the Probation Office.**Resolution No. _____**

WHEREAS, the City of Opelika has a need for probation software; and

WHEREAS, The City of Opelika probation department wishes to use CaseLoad Pro software as a Service; and

WHEREAS, this agreement is valid for one (1) year, renewable each month; and

WHEREAS, covers Software, Data Conversion, Telephone Check-in, and Electronic Monitoring devices; and

WHEREAS, this is a budgeted purchase, using the Probation Services budget; And

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

- 1) That Mayor Gary Fuller is hereby authorized to execute all documents pertaining to this License agreement.

- CaseLoad Pro Software as a Service and Monitoring

o Setup and Conversion	\$	5,295.00
o Training	\$	350.00
o Year 1 (\$150 Per Month + \$9 per day)	\$	5,085.00

TOTAL **\$ 10,730.00**

- 2) That the Purchasing-Revenue Manager be authorized to issue a purchasing order to

CaseLoad Pro in the amount of \$5,645.00 for initial setup and training, and for \$5,085.00.

- 3) That the Controller be authorized to adjust the budget as necessary for the agreement.

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

C. E. 'Eddie' Smith, Jr.
President of the City Council
City of Opelika, Alabama

Attest:

Robert G. Shuman, CMC
City Clerk - Treasurer



Opelika City, AL

Prepared For

Stephen Dawe
Opelika City, AL

Created By

Larry Stanton
CaseloadPRO
1.800.686.1134 x122
l@caseloadpro.com
<http://www.CaseloadPRO.com>



Communicate, coordinate and track offenders with CaseloadPRO, the premier criminal justice caseload tracking system. Our integrated, cloud-based SaaS model keeps your department connected and focused in a way no other offender control system does and at a price that fits your budget.

One Login - Login one time and gain access to all products offered by CaseloadPRO.

Budget Friendly - Our pricing model makes this system affordable for even the smallest departments.

Pay As You Go - No lengthy drawn-out contract. Pay month-to-month and cancel at anytime.

Minimal Up-Front Cost - Unlike other systems, we have NO large up-front purchase or setup costs.

Quick Setup - We can have your department using CaseloadPRO in as little as a few days.

Easy to Learn and Use - Our products are intuitive and easy to use. Users are trained in half a day.

Unlimited Upgrades - New features are seamlessly added without any downtime or additional costs.

Customizable - Can be easily modified to work with your department's unique needs.

No IT Department Required - Doesn't require an IT department to maintain the system or servers.





Case Management

Our mobile-ready Case Management System (CMS) provides full case monitoring and reporting capabilities for Probation, Parole, Pre-Trial & Diversion. With fully integrated Juvenile and Adult systems, agencies experience efficiencies which save time and money.

Access Anywhere, No Hardware/No Software - Use Desktop or Tablet devices from any location with internet access.

Generate Reports, Letters & Forms - Generate all documents with data populated from the system.

Alerts and Reminders - Never forget to contact an offender again! CaseloadPRO will automatically remind an officer of upcoming and missed appointments.

Case Details - Store all case related information including Offenses, Hearings, Violations of Probation, Warrants, Victims, Programs, Community Service, Incident Tracking and much more.

Financials & Revenue Recovery - Track fines, fees and other charges owed by the offender. Automatically generate recurring invoices, create a payment plan, receive payments, etc.

Text-Message and Email - Send an offender, or your entire caseload, a text message or email directly from CaseloadPRO. All messages sent are automatically recorded in the Activity log.

Activities/Chronos/Notes & Appointments - Schedule future appointments, or document contacts and communication made with offenders.

Assessments - Complete your existing assessments, like the Wisconsin Risk/Need. CaseloadPRO also integrates with other assessments vendors.

Document Management Center - Quickly and easily scan and upload any document to an offenders file.

Interface - Capable of interfacing with other agencies and systems.

Drug Test Management - Assign defendants to groups and schedule groups for random testing.





Electronic Monitoring

Utilizing advanced GPS tracking devices that are seamlessly integrated with our Case Management System, CaseloadPRO's Electronic Monitoring System provides unrivaled reliability and ease of use. Our offender monitoring system combines intuitive software, dependable hardware and comprehensive support services so you can increase compliance, reduce recidivism, and maintain public safety.

Fully Integrated – Electronic Monitoring is fully integrated into CaseloadPRO's Case Management System.

Device Reliability – Utilizing proven hardware of Satellite Tracking of People LLC (STOP) Bracelet and Beacon devices are ultra-reliable and provide highly accurate data which virtually eliminates false alerts.

User-friendly Interface – CaseloadPRO's intuitive interface allows you to quickly create policies and zones and monitor devices.

Device Design – Slim one-piece design that combines RF and GPS technology into a solid tamper sensitive device.

Active Monitoring – Location and condition data is captured every minute over GPS and transmitted over cellular networks where alerts and notifications are generated to keep you in touch and in control of your EM population.

GPS Jamming & Shielding – Detects and reports when enrollees jam or shield the GPS signal which provides supervising agents with court-admissible evidence of device tampering.

Smart Notifications – CaseloadPRO alerts officers of violations immediately via text, email and phone. Offenders can also be notified of low battery alerts.



Offender Check-in

Using the latest interactive telephone technologies, officers can stay linked to their offenders by voice biometric check-ins. AND BEST OF ALL... it doesn't cost your department a dime!

Automated Telephone Check-ins - Offenders can complete check-ins by telephone at department specified frequencies.

No Cost Solution - Offender Check-in is an offender pay solution. Departments can optionally pay for check-ins at a lower discounted rate.

Voice Biometrics - Every offender verified using voice print technology. Voice biometrics can identify an offender with 99% accuracy.

Custom Interviews - Departments can create multiple interviews hand tailored to capture important information.

Stand-Alone or Integrate with any Case Management System - Seamlessly integrates with CaseloadPRO, or at no additional cost, departments can optionally integrate into their existing case management system.

No Hardware, No Software, No Headaches! - Web-based system that is hosted in our trusted and secure data center. Runs in any modern web browser, so there isn't any software to install.

Email & Text Reminders - To decrease missed check-ins, CaseloadPRO will automatically send a reminder via email or text message.

Reports, Letters and Forms - Save time by having our system automatically generate your reports, letters and forms. Export these reports in PDF, Word or Excel.





Appointment Reminder

Tired of lost officer and court time from missed appointments? CaseloadPRO's Appointment Reminder system can help by automatically contacting offenders the day before the appointment or hearing. With a gentle reminder the day before the event, offenders are more likely to appear, allowing your officers to capture countless hours of lost time.

Remind Multiple Parties - Remind offenders, parents, guardians & victims of upcoming events with date, time and location.

Unlimited Reminders per Event - Reminders sent via phone with multiple attempts to ensure message delivery.

Save Valuable Time - Eliminate wasted time from Failure to Appear at hearings and appointments.

Stand-Alone or Integrate with any Case Management System - Seamlessly integrates with CaseloadPRO, or at no additional cost, departments can optionally integrate into their existing case management system.

No Hardware, No Software, No Headaches - Web-based system that is hosted in our trusted and secure data center. Runs in any modern web browser with no software installation required.

No Minimums or Long-term Contracts - Pay month-to-month and use Appointment Reminders when and how it makes sense for your department by using the reminder setup utility.

Control Your Reminders - Set reminder categories and budget to fit your department's needs.

Record & Playback - Each reminder call can be recorded and played back as needed.





Detention Management

Detention Management is a comprehensive solution for tracking and managing every aspect of an detainee's incarceration. From the initial intake and booking process through to release into probation and supervision, staff can quickly and easily perform daily duties utilizing an intuitive and user-friendly interface. Customized for each facility, the Detention Management System records Room Assignments through a drag-n-drop interface, Approved Visitors & Visits, Risk & Medical Alerts, Incidents and much more.

Scalable - No matter the size of your facility or how many facilities, CaseloadPRO's Detention Management system offers the scalability and flexibility to meet your facility's unique needs.

Log Everything (Discipline, Alert Codes, Visits, Meals) – With one-click entry, your sure to capture key components of a detention with historical information preserved for posterity.

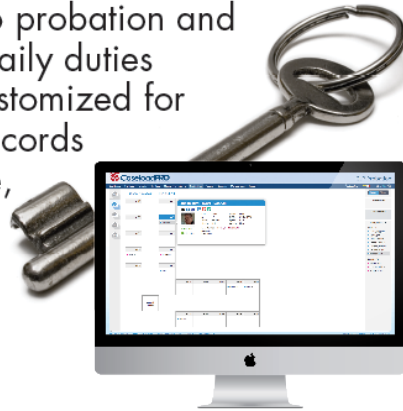
Complete Room Assignment History – As detainees move from room to room during a detention, all movements are time stamped, tracked and logged for historical purposes.

Staff Shift Notes – Staff record full shift notes which are stored and locked to ensure long-term accessibility by supervisors.

Graphical Unit Management – Utilizing a powerful grid layout, a graphical representation is created for each unit thereby allowing drag and drop capabilities for moving inmates.

Room Assignment Checks with Department Defined Alerts – Facilities can specify Room Assignment Checks with Warnings or Preventions using CaseloadPRO's revolutionary Room Check system.

Incident Reporting – Create Incident Reports with complete amendment and approval flows between staff and supervisors. Include Images, Digital Signatures and Questionnaires.





Detention Room Check



Detention facilities can easily manage room checks with the CaseloadPRO Room Check System. Room Check records the time occupancy is verified, sends alerts for missed room checks, and creates reports for each shift. Using the ruggedized hand-held scanner, officers can complete room checks swiftly and document their rounds. Information is downloaded automatically over secured wireless network and updated live.

Decrease Liability – Ensure your staff are completing Room Checks at desired intervals.

No Computer Terminal Required – All Room Check devices sync data in real-time over secured wireless network.

Manage Anywhere – Monitor Room Check activity and run reports from any computer or tablet with an Internet connection.

User-friendly Interface – Quickly set up your facility and easily configure room check intervals and users in the system.

Alerting – Overdue and missed room check alerts can be time-stamped and delivered through your reporting hierarchy to allow for escalation if issues are not resolved.

Full Reporting – Room Check provides extensive reporting for each room, unit and facility. Each room check record includes the date, time and staff member who completed the check. Easily export room logs in Excel, PDF or DOCX formats.

Durable Reader – Our Touch Screen Room Check reader is rugged and durable. It also includes Push-to-Talk, Audio Reminders and a Rechargeable Battery.

ROOM 5



Pricing

Services				
Name/Description	Price	Qty	Discount	Subtotal
CaseloadPRO Setup Fee	\$295.00 / Fixed			\$295.00
This is a one-time fee that covers any necessary changes to system lookup tables and the provisioning of space on CaseloadPRO servers.				
<i>optional</i> ☒ Online Training	\$350.00 / Fixed			\$350.00
CaseloadPRO will provide 4 hours of online training. Limit of 10 users per session. Training will be recorded.				
<i>optional</i> ☒ Data Conversion	\$5,000.00 / Fixed			\$5,000.00
Convert existing data into CaseloadPRO. 50 hours of data conversion.				
<i>optional</i> ☐ Custom Reports	\$0.00 / Fixed			
A custom report can be a letter, court document, financial or statistical. CaseloadPRO will include 5 medium complexity(4 hours/each) custom reports. Client can use and make minor changes to any of our 400+ existing reports for free.				
Subtotal:				\$5,645.00
Products				
Name/Description	Price	Qty	Discount	Subtotal
<i>optional</i> ☒ Telephone Check-In - Offender Pay	\$0.00	0		
Voice Biometric telephone Check-in. Recorded Audio. Custom Interview. Appointment Reminders. Offender will pay CaseloadPRO \$6 per monthly check-in. \$2 of the \$6 will be credited to the clients monthly Case Management Licensing.				
<i>optional</i> ☐ Reminder Call	\$0.60	0		
A reminder is considered any attempt to deliver a hearing, appointment or term and condition reminder. Includes up to 24 call attempts.				
Subtotal:				

Attachment: Opelika City, AL quote (1646 : Software for the Probation Office.)

Subscriptions				
Name/Description	Price	Qty	Discount	Subtotal
Case Management User	\$50.00 / Month	3		\$150.00 / Month
A user shall be defined as any individual person who has an active login to access any areas of CaseloadPRO with Add, Edit, Modify and Delete permissions.				
<i>optional</i> ☒ Electronic Monitoring GPS	\$4.50 / Day	2		\$9.00 / Day
GPS Active Monitoring. Includes a location ping every minute and data is sent to the server every 10 minutes. Includes straps, charges, RF Box, 2 day shipping. 20% shelf.				
Subtotal:				\$9.00 / Day \$150.00 / Month

Total cost: \$5,645.00
+ \$9.00 / Day
+ \$150.00 / Month

Attachment: Opelika City, AL quote (1646 : Software for the Probation Office.)

Master Service Agreement

This CaseloadPRO Master Subscription Services Agreement is between CaseloadPRO, L.P., a California limited partnership, and the client signing below (**Customer**), and is dated as of the date of last signature.

CASE MANAGEMENT SERVICE. This agreement provides Customer access to a proprietary online subscription service consisting of a web-based hosted portal for case management, tracking and organizing offender-related data, which includes functionality for:

- Offender *demographic data* entering and maintaining,
- Offender *case details* entering and maintaining,
- Offender *image* uploading and tracking, and
- Officer and offender *caseload assignment tracking*.

CaseloadPRO will provide this functionality through the caseloadpro.com domain, within its server environment and under the terms below (**Service**). This agreement requires one or more orders which will define the Services further and the pricing for the Services, which orders are governed by the terms of this agreement. CaseloadPRO may also provide data conversion and training services for Customer, which may be further described in an order and a statement of work.□

ELECTRONIC MONITORING LEASE.

- Customer desires to have the ability to unitize electronically monitor services on certain individuals.
- CaseloadPRO desires to lease to Customer certain electronic equipment set forth in the Pricing sheet.
- Title to all leased equipment shall remain with CaseloadPRO. Customer is not purchasing any of the electronic monitoring equipment set forth in pricing sheet. Instead, such equipment is being leased by Customer solely for its use in the United States to assist in tracking the location of designated individuals (referred to herein as "Individuals").
- Customer will promptly return all leased equipment to CaseloadPRO upon expiration of the lease term in its original condition, reasonable wear and tear excepted.

AUTOMATED CHECK-IN AND REMINDER SERVICE.

1. **Offender Pay.** CaseloadPRO will handle the collections and processing of all monies. The offender will buy non-refundable credits via credit card or money order. Only one credit will be used per check-in period.
2. **Department Pay.** CaseloadPRO will invoice the department once a month for the previous month's check-in credits. A credit is assessed for an offender once per check-in period.
3. **Payment Options.** CaseLinkPRO can be completely paid for by offender, department, or a combination of both.
4. **Licensing Sharing.** \$2.00 of the \$6.00 monthly check-in fee will be applied toward case management subscription fees.
5. **Revenue Sharing.** The department may increase the offender's check-in fee to any amount above the base CaseLinkPRO check-in fee. The additional revenue generated will be credited to the customer's CaseloadPRO account. At any time, the customer may request a check for any portion of the credit balance in the account. CaseloadPRO will cut a check within 14 days of
6. **Complimentary Check-Ins.** The department will receive an allowance of free check-in enrollments to be used at their discretion. The total number of complimentary enrollments available to the department will be calculated as 5% of the total number of offenders with active enrollments. An enrollment is considered active when there has been at least one check-in in the previous 30 days.

7. **Chargebacks.** Credit card chargebacks will incur a \$35 fee to the offender and CaseLinkPRO enrollment will be ended. To reinstate enrollment, payment of all fees must be received via money order or credit card.
8. **Audio Storage.** Audio recordings will be available for a minimum of 1 year after an offender's enrollment has ended.
9. **Reminders.** Each individual enrolled in CaseLinkPRO will also be enrolled into the Automated Reminder System. A reminder may be delivered via Telephone, Text Message or Email for Court dates or other types of Appointments. Reasonable efforts will be made to receive confirmation for each reminder, but confirmation by the recipient is not required to complete the process.

□ USE OF SERVICES.

1. **CaseloadPRO Responsibilities.** CaseloadPRO must (i) use commercially reasonable efforts to make the Services available, *except for* (x) scheduled outages, or (y) unavailability caused by force majeure, and (ii) provide customer support for the Services at no additional charge: the customer support terms are on Exhibit A to this agreement, which are incorporated into this agreement for all purposes. CaseloadPRO must make reasonable commercial efforts to protect the Customer Provided Information from misuse and unauthorized disclosure, when that information is being processed or used by the Services.□
2. **Customer Responsibilities.** Customer (i) is responsible for Customer Provided Information, (ii) must use commercially reasonable efforts to prevent unauthorized access to the Services, and notify CaseloadPRO promptly of any such unauthorized access, and (iii) may use the Services only in accordance with its user guide and applicable government law and rules.

Customer *may not* (w) sell, resell, rent or lease the Services or Products, (x) use the Services or Products to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party rights, (y) interfere with or disrupt the integrity or performance of the Services or Products, or (z) attempt to gain unauthorized access to the Services or Products in their related systems or networks.

Customer understands and acknowledges that during the term of this Agreement and any renewals thereof, it (a) is has complete authority and responsibility for the selection, management and administration of Individuals, including but not limited to monitoring, (b) designating the monitoring level for all Individuals monitored with the leased equipment, (c) identifying and making available Customer staff during the term of this Agreement, (d) establish alert notification protocols and parameters,□

5. **PAYMENT TERMS.** Customer must pay all fees that are due within 30 days of receipt of a correct invoice, plus applicable sales, use and similar taxes.
6. **PRICE INCREASES.** CaseloadPRO may not increase its Case Management, Check-ins and Reminders prices under this order by more than 1.2 times (120%) the relative percentage change in the Consumer Price Index (CPI). The change in CPI will be calculated between the current date and the date of last price increase (if no price increase has been made, then the effective date of this order).
7. **SHIPPING.** Unless otherwise agree to by CaseloadPRO, shipping of equipment will be done in accordance with CaseloadPRO's standard shipping terms of 2nd day delivery processed the day following receipt of the order. CaseloadPRO will pay shipping costs for faulty equipment returned for repair and/or replacement.
8. **PROPRIETARY PROPERTY.** Title to any Intellectual Property, leased equipment, including its replacements, and all components of such equipment and replacements, including any software, shall not pass to Customer as a result of this Agreement. Leased equipment may only be serviced and/or repaired by CaseloadPRO. As an attribute of the equipment lease and for only so long as such lease is not terminated or expired, CaseloadPRO grants to Customer a personal, non-exclusive, and non-transferable license under certain U.S. Patents and other intellectual property rights, hereinafter "INTELLECTUAL PROPERTY," that CaseloadPRO has the right to license, such INTELLECTUAL PROPERTY pertaining to the leased equipment, including any software, and the intended use of such leased equipment. This license shall only extend to Customer's use of the leased equipment as specified herein and for no other purpose. This license shall also extend only to that equipment whose lease from CaseloadPRO has not terminated or expired. Notwithstanding any provision herein to the contrary, this license shall not be assignable or transferable by Customer. In consideration of this license and as a requirement of the lease, Customer agrees that it will not decompile, disassemble or otherwise reverse engineer the leased equipment, including any software, or cause or allow others to do so.

Customer will not modify, or cause or allow others, to modify the leased equipment and software, without the prior written consent of CaseloadPRO. CaseloadPRO or a professional audit firm selected by CaseloadPRO shall have the right, at CaseloadPRO's expense, to enter Customer's premises during times and dates reasonably agreed upon by Customer and CaseloadPRO, and make a reasonable examination of Customer's records, the leased equipment and other things as may be necessary to verify that Customer is abiding by the terms and conditions of this Agreement.

WARRANTY, DISCLAIMERS and INDEMNIFICATIONS.

1. **Warranty.** Customer is entitled to any warranties on leased equipment provided by the manufacturer of such equipment and which can be assigned to Customer. **CaseloadPRO makes no other warranties regarding the products or services provided hereunder, express or implied, and CaseloadPRO specifically excludes any warranty of merchantability and fitness of its products and services for a particular purpose. CaseloadPRO expressly disclaims any warranty that its monitoring service or its system is impervious to tampering. In no event will CaseloadPRO be liable for any direct, indirect, special, consequential or incidental damages in connection with or arising out of the providing, performance or use of the products or services provided under this Agreement.** Customer acknowledges that neither the equipment nor services provided herein shall prevent, and that neither is it intended to prevent, any individual from committing any harmful, tortuous, or illegal acts. Customer further acknowledges that it may be possible for an individual to remove the equipment by unauthorized means, and that CaseloadPRO expressly disclaims any liability for any harmful, tortuous, or illegal acts committed by the individual. In no event does CaseloadPRO assume or bear any responsibility or liability for acts that may be committed by third Parties or persons subject to or using products or services. The parties hereto shall not be liable for any failure or delay in performance hereunder which is due to Force Majeure. For purposes of this Section, Force Majeure shall mean any event beyond the reasonable control of the parties, including, without limitation, failures of computers, computer-related equipment, hardware or software, network service coverage, fire, flood, riots, strikes, epidemics, war (declared or undeclared and including the continuance, expansion or new outbreak of any war or conflict now in existence), embargoes and governmental actions or decrees.

To the extent permitted by federal and state law, Customer shall indemnify and hold harmless CaseloadPRO for matters that involve designating levels of monitoring for each Individual and any claim, injury, loss, damage or expense arising out of willful and intentional acts of Individuals.□

2. **Limited Remedy and Disclaimer.** Customer's exclusive remedy and CaseloadPRO's sole obligation for breach of the warranty in (a)(i) immediately above will be for CaseloadPRO to provide a credit (if this agreement is not renewed, then a refund), for the month in question; provided that Customer notifies CaseloadPRO of such breach within 30 days of the end of the month in question. CASELOADPRO DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR WITHOUT DELAY, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.□

MUTUAL CONFIDENTIALITY.

1. **Definition of Confidential Information.** Confidential Information means all confidential information disclosed by a party (Discloser) to the other party (Recipient), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (Confidential Information). CaseloadPRO's Confidential Information includes the Services.
2. **Protection of Confidential Information.** The Recipient must use the same degree of care to protect the Confidential Information that it uses to protect its confidential information (in no event less than reasonable care) and not disclose or use any Confidential Information of Discloser for any purpose (other than within the scope of this agreement). The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees, contractors and agents who need such access for purposes consistent with this agreement and who have signed similar confidentiality agreements with the Recipient.
3. **Exclusions.** Confidential Information *excludes* information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser (iii) is

received from a third party without breach of any obligation owed to Discloser or (iv) was independently developed by the Recipient without use or access to the Confidential Information.□

PROPRIETARY RIGHTS.

1. **Reservation of Rights by CaseloadPRO.** The software and other technologies provided by CaseloadPRO in providing the Services are the proprietary property of CaseloadPRO and its licensors, and all right, title and interest in the software, Services and other technology, including all associated intellectual property rights, remain only with CaseloadPRO. CaseloadPRO grants no rights unless expressly provided in this agreement. Any software provided by CaseloadPRO as part of the services is licensed as follows: CaseloadPRO grants Customer a non-exclusive, non-transferable internal use license to such software for the duration of the Services (Software Component).

Customer Restrictions. Customer *may not*:

1. reverse engineer the Services or the Software Component;
 2. remove or modify any proprietary marking or restrictive legends in the Service; or
 3. access the Services or Software Component to (w) build a competitive product or service, or (x) copy any feature, function or graphic of the Service.
3. **Customer Provided Information.** All uploaded information under Customer's account remains the sole property of Customer, as between CaseloadPRO and Customer (**Customer Provided Information**). Customer grants CaseloadPRO a non-exclusive term license to use, modify, copy and prepare derivative works of the Customer Provided Information for purposes of CaseloadPRO performing under this agreement. Upon a Customer request, CaseloadPRO will promptly return to Customer the Customer Provided Information via FTP or DVD for no charge (requests more than once a month will incur a \$100 administrative fee).
 4. **Licensed Documentation Subscription Services Agreement.** The Services user guide and other CaseloadPRO provided Services documentation is licensed to Customer as follows: CaseloadPRO grants Customer a non-exclusive, license for the duration of the Services to such material for Customer's internal use solely with the Services, with the right to make additional copies of the material (**Licensed Documentation**).

EXCLUSION OF DAMAGES AND LIMITATION OF LIABILITY.

1. **Exclusion of Certain Damages.** EXCEPT FOR A VIOLATION OF CASELOADPRO'S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY IS LIABLE FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, LOSS OF DATA OR INFORMATION, OR ANY FAILURE OF DELIVERY OF THE SERVICES).□
2. **Limitation of Liability.** CaseloadPRO'S liability for ALL damages relating TO this agreement (WHETHER IN CONTRACT, TORT OR OTHERWISE) does not exceed the actual amount paid by CUSTOMER as within the preceding 12 months UNDER THIS AGREEMENT.□

TERM, TERMINATION and SUSPENSION of SERVICE

1. **Term.** This Agreement shall begin on the effective date defined as the date of last signature and shall continue for the period of (1) one month, during which time CaseloadPRO provides the services set forth in the Pricing Sheet, unless terminated or renewed as provided herein ("Initial Term"). Following the Initial Term, this Agreement, its terms and conditions and authorized amendments will renew automatically for succeeding periods of one (1) month each on the anniversary of the Effective Date unless otherwise terminated as provided herein.

Mutual Termination for Material Breach. If either party is in breach of any material term of this agreement, the other party may terminate this agreement at the end of a written 30-day notice/cure period, if the breach has not been cured.□

Actions upon Termination.

1. (w) *Upon any termination as provided in 8(b) above by Customer*, CaseloadPRO must refund any prepaid fees covering the remainder of the Term of that order.□
2. (x) *Upon any termination as provided in 8(b) above by CaseloadPRO*, Customer must pay any unpaid fees covering the remainder of the Term of all orders, and destroy all CaseloadPRO property and the Software Component. Customer upon request will confirm that it has complied with these requirements.
3. **Return of Customer Provided Information.** Upon request of Customer within 30 days after the effective date of termination of the Services, CaseloadPRO will make available for download or provide to Customer via FTP or DVD, the Customer Provided Information. After a 60-day period after termination, CaseloadPRO has no obligation to maintain any of the Customer Provided Information.
4. **Return of Leased Equipment.** Customer will promptly return all leased equipment to CaseloadPRO upon expiration of the lease term in its original condition, reasonable wear and tear excepted.
5. **Suspension of Service for Violations of Law.** CaseloadPRO may immediately suspend the Services and remove applicable Customer Provided Information if it in good faith believes that, as part of using the Services, Customer may have violated a governmental law or rule, or court order. CaseloadPRO may try to contact Customer in advance, but it is not required to do so.
14. **GOVERNING LAW.** This agreement is governed by the State of California, substantive laws, without regard to conflict of laws principles. The prevailing party in any litigation is entitled to recover its attorney's fees and costs from the other party.
15. **MISCELLANEOUS OTHER TERMS.** This agreement constitutes the entire agreement between the parties, and supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. No modification or waiver of any term of this agreement is effective unless both parties sign it. Neither party may assign or transfer this agreement or an order to a third party, except that the agreement with all orders may be assigned as part of a merger, or sale of all or substantially all of the business or assets, of a party. The parties are independent contractors with respect to each other. If any term of this agreement is invalid or unenforceable, the other terms remain in effect. CaseloadPRO rejects additional or conflicting terms of a form purchasing document. If there is an inconsistency between this agreement and an order, the order prevails. Any terms that by their nature survive termination or expiration of this agreement, will survive. CaseloadPRO may use Customer's name and logo in customer lists and related promotional materials describing Customer as a customer of CaseloadPRO, which use must be in accordance with Customer's trademark guidelines and policies.

Signed by:

Opelika City, AL

Date

Attachment: Opelika City, AL quote (1646 : Software for the Probation Office.)

Exhibit A - Support Terms

Responsibilities of the Customer

The Customer is required to setup first level support contacts. The first level contacts will be the initial contact for any CaseloadPRO support questions from Customer staff. Only first level contacts or Customer designated staff are authorized to contact CaseloadPRO, and only after making reasonable attempts to resolve the issue(s).

Unlimited Phone and Email Support

Days & Hours: Monday - Friday, 9am - 5 pm (PST) (excluding national holidays)

Phone #: (800) 686-1134

Email: help@CaseloadPRO.com

Priority 1 Emergency Support 24x7

Phone #: (800) 686-1134 extension 911

Scheduled Outages

72 hours advance notice and only during weekends, holidays or between the hours of 9pm to 7am (PST).

Severity Chart

Priority	Definition	Response Guideline	Details
Priority 1	Service is unavailable or substantially fails to perform	1 hour	Trouble Ticket opened - Assign engineer to determine and correct the error - Periodic reports on the status of the correction- Initiate work to correct the error - Resolution Goal: < 24 hours
Priority 2	Substantial degradation in performance of the Service	12 hours	Trouble Ticket opened - Assign engineer to determine and correct the error - Periodic reports on the status of the correction- Initiate work to correct the error - Resolution Goal: < 5 days
Priority 3	Minimal to no impact on the availability or performance of the Services	3 days	Commercially reasonable efforts to include in next major release

Exhibit B - Electronic Monitoring Replacement Costs

INSURANCE AND REPLACEMENT COSTS

In the event of damage to the unit caused by the tracked individuals or Customer, or if the unit is lost, the Customer will reimburse CaseloadPRO based on the Replacement Cost listed below. **In lieu of Customer paying for lost/damaged units, Customer may elect below to purchase insurance at the per diem noted below to provide no-deductible coverage up to 15% of the average daily units billed during the preceding twelve (12) months. Any lost or damaged units above this amount will be billed in accordance with the Replacement Cost below. Election for insurance coverage must be made at the beginning of the Agreement, and remains in effect during the term of the Agreement for all billable units.** Regardless of whether insurance coverage is elected, Customer shall use its best efforts to recover all units on behalf of CaseloadPRO. CaseloadPRO may terminate this Agreement if lost or damaged units from this Agreement exceed 20% of the average daily units activated.

Replacement Cost

Description	Quantity	Replacement Cost
GPS Unit	1	\$ 350
CLP Home Unit	1	\$ 325
CLP Box	1	\$ 300
Straps and direct clips for GPS Unit (set comprised of one strap and four clips)	9 per unit per year	\$ 20
Charging Coupler for GPS Unit.	1	\$ 35
Installation Kit	1	\$ 35
Metal Strap	1	\$ 24

Replacement only for lost and stolen units. Units are not available for purchase.

RESOLUTION NO. (ID # 1641)

Designating Senior Management Employee Auto Allowance.

RESOLUTION NO. _____

**RESOLUTION DESIGNATING SENIOR MANAGEMENT
EMPLOYEES TO RECEIVE AUTOMOBILE ALLOWANCES**

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

1. The following senior management employees shall receive an annual automobile allowance in the amount of \$5,400.00:

Manager of Distribution Services
 Manager of Fiber Services
 Manager of Customer Support
 Assistant Planning Director
 City Administrator
 City Clerk/Treasurer
 Director of Engineering
 Senior Distribution Services Engineer
 Human Resources Director
 Information Technology Director
 Purchasing-Revenue Manager
 Director of Opelika Environmental Services

The automobile allowance shall be paid in installments at the same time as classified employees of the City are paid.

2. Under Internal Revenue Service (IRS) regulations, payment of an automobile

allowance must be included in the employee's income as wages subject to withholding for federal and state income taxes and applicable FICA taxes. The amount is reportable on the employee's Form W-2 in the year paid.

3. The automobile allowance is paid to the employee in lieu of the provision of a City vehicle and is intended to compensate the employee for routine business travel within Lee County and the surrounding areas.

4. The employee shall be responsible for maintaining liability and comprehensive insurance on the vehicle with limits approved by the Mayor.

5. Designated classified senior management employees who receive an automobile allowance will not receive additional reimbursement for business travel outside the City limits unless the destination is more than 150 miles from the City limits. Classified employees receiving this allowance are expected to use their personal vehicles for all City business (not City-owned vehicles) within the 150 mile radius and will not be reimbursed per mile as other employees for travel. Contractual employees will be reimbursed for travel mileage in accordance with the provisions of their respective contracts.

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

RESOLUTION NO. (ID # 1642)

Authorizing Higher Entry Level Salary for Controller

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING HIGHER ENTRY LEVEL
SALARY FOR POSITION OF CONTROLLER**

WHEREAS, the Mayor has the authority to appoint an employee to a vacant, budgeted position; and

WHEREAS, the classified position of Controller at pay grade 25 is vacant; and

WHEREAS, a minimum rate of pay for the position of Controller is \$71,559 and the maximum rate of pay is \$107,339; and

WHEREAS, Section 11.7.3 of the City's Personnel Manual authorizes the Mayor to pay a newly employed classified employee up to ten percent (10%) above the minimum rate of pay as authorized by the City's classification and pay plan; and

WHEREAS, the position of controller is critical and there is a demonstrated lack of qualified applicants at the entry level rate of pay; and

WHEREAS, the Mayor and Human Resources Director have recommended that the starting salary for the position of controller be raised to no more than \$100,000, which amount is within the allowable range of pay for the position.

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

1. That the Mayor is hereby authorized to fill the vacant position of Controller with a

qualified applicant at a starting salary of no more than \$100,000.

2. That the Mayor and the Controller are hereby authorized and directed to make the necessary accounting and budgetary adjustments to carry into effect the provisions of this Resolution.

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.

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

RESOLUTION NO. (ID # 1644)

Employment Contract with Derek Lee

RESOLUTION NO. _____

RESOLUTION TO APPROVE EMPLOYMENT CONTRACT - OPS

WHEREAS, the City of Opelika, Alabama, (the “City”) requires the services of a Director of the Power Services Department; and

WHEREAS, Derek S. Lee has the necessary education, experience, skills and expertise to serve as the Director of Power Services; and

WHEREAS, the City Council of the City of Opelika desires to employ Derek S. Lee to serve as the Director of Power Services; and

WHEREAS, the City Council has been furnished an Employment Contract between the City and Derek S. Lee, and the City Council has determined that the terms of said Contract are acceptable to the City.

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

1. That the Employment Contract (the “Contract”) to be entered into between the City and Derek S. Lee, a copy of which is attached hereto and marked as Exhibit “A”, be and the same is hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City Council with such changes thereto (by addition, deletion or substitution), as the Mayor shall approve, which approval shall be conclusively evidenced by the execution and delivery of said Contract.

2. That the Mayor is hereby authorized and directed to execute and deliver said Contract in the name of and on behalf of the City of Opelika and the City Clerk is hereby authorized and directed to attest the same.

3. 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

STATE OF ALABAMA)
 : EMPLOYMENT CONTRACT
 COUNTY OF LEE)

THIS AGREEMENT made and entered into this the ____ day of April, 2016, by and between the **CITY OF OPELIKA, ALABAMA**, a municipal corporation, hereinafter called “Employer”, as party of the first part, and **DEREK S. LEE**, hereinafter called “Employee”, as party of the second part.

RECITALS

WHEREAS, Employer desires to employ the services of DEREK S. LEE as Director of Power Services of the City of Opelika; and

WHEREAS, it is the desire of the City Council of the City of Opelika (hereinafter called “Council”), to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, it is the desire of the Council to (1) secure and retain the services of Employee and to provide inducements for him to remain in such employment, (2) to make possible full work productivity by assuring Employee’s morale and peace of mind with respect to future security, (3) to act as a deterrent against misconduct or dishonesty on the part of the Employee, and (4) to provide a just means for terminating Employee’s services at such time as he may be unable fully to discharge his duties due to disability or when Employer may otherwise desire to terminate his employ.

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

SECTION I. DUTIES AND WORKING HOURS.

Employer hereby employs Employee as Director of Power Services and Employee accepts such employment, subject to the terms and conditions set forth herein. As Director of Power Services, Employee shall be the manager and administrative director of the Power Services Department with the job responsibilities and duties attendant to the position as set forth in the job description incorporated herein and attached hereto as Exhibit "A" and as may be hereinafter amended and with any other job responsibilities and duties as may be assigned by the Mayor from time to time. Employee hereby accepts and agrees to such employment, subject to the general supervision and pursuant to the orders, advice and direction of the Mayor. Employee shall perform such duties as are customarily performed by one holding such a position in other, same or similar positions as that engaged in by the Employer, and shall also additionally render such other and related services and duties as may be assigned to him from time to time by the Mayor.

Employee shall devote his full energies, interest, abilities, and productive time to the performance of this Agreement and utilize his best efforts to promote Employer's interest. Employee's duties may involve expenditures of time in excess of the regularly established work day or in excess of a forty (40) hour work week and may also include time outside of normal office hours (including attendance at City Council meetings). Employee's base salary includes compensation for all hours worked and Employee shall be classified as an exempt employee for purposes of overtime and wage and hour laws. Employee shall not engage in any activity, consulting service or enterprise for compensation or otherwise which is actually or potentially in conflict with or inimical to, or which materially interferes with his duties to Employer.

SECTION II. TERM.

Unless sooner terminated in accordance with the provisions of Sections III and IV hereof, this Agreement shall remain in full force and effect for a term of three (3) years beginning May 1, 2016 to and including April 30, 2019.

SECTION III. TERMINATION BY EMPLOYER

(A) DEATH OF EMPLOYEE. If Employee dies before his employment is otherwise terminated, this Contract shall terminate on the date of the Employee's death and all payments of compensation to which the Employee would have been entitled shall cease as of the date of the Employee's death.

(B) ILLNESS OR INCAPACITY. If the Employee is prevented from performing his duties due to illness or incapacity for an aggregate of sixty (60) days in any one year during the term of this Agreement, the Employer is hereby given the option to terminate this Agreement. Such option shall be exercised by the Employer giving written notice to the Employee of the Employer's intention to terminate said Agreement. On the giving of such notice, this Contract shall terminate 30 days after the date of said notice of termination. Upon the effective date of termination, neither party shall have any further obligation to the other. Notwithstanding the provisions of this paragraph, the Employee shall be afforded the same rights and privileges, as any other employee of the City to participate in any group disability insurance policy or other disability plan of the City which may be now in effect or may be hereinafter adopted.

(C) MISCONDUCT. This Agreement may, at the option of the Employer, be terminated immediately by the Employer upon the occurrence of any of the following acts:

- (1) The Employee being indicted or convicted for any misdemeanor involving moral turpitude, or a felony.
- (2) The Employee conducting himself in a fraudulent or dishonest manner with respect to his duties of employment if, in the opinion of the Mayor, that such conduct discredits Employer or is detrimental to the reputation and standing of Employer. Such option shall be exercised by the Employer giving written notice to Employee of the Employer's intent to terminate and the grounds for such termination.
- (3) Employee having been disciplined by the Mayor repeatedly and/or having serious unacceptable conduct in accordance with the provisions of Section 8 of the Personnel Policies and Procedures Manual of the City of Opelika. Employee shall comply with all policies and procedures of Employer which shall, from time to time be reasonably promulgated. Employee specifically acknowledges that he will be disciplined for violation of established City rules and regulations in accordance with the provisions of the Personnel Policies and Procedures Manual. The Employee's appeal rights shall be governed by Section 9 of the Personnel Policies and Procedures Manual. Upon the effective date of termination, neither party shall have any further obligation to the other.

SECTION IV. TERMINATION BY EMPLOYEE

Employee may voluntarily resign his position with Employer before the expiration of the term of his employment, by giving sixty (60) days advance notice of his intent to terminate.

Upon termination by voluntary resignation, neither party shall have any further obligation to the other beyond the effective date of termination.

SECTION V. SALARY, REIMBURSEMENTS AND EMPLOYER COSTS.

(a) Base Salary. The Employer shall pay the Employee, as compensation for his services, an annual salary of \$156,000.00 payable in installments at the same time as classified employees of the City are paid. All compensation paid to Employee by Employer shall be subject to customary withholding and employment taxes as required by law. Beginning fiscal year 2016-2017 the Employee shall be eligible for merit increases on an annual basis from 1% to 10% per year based on his job performance. All merit increases shall be awarded at the discretion of the Mayor and will become effective on or about the anniversary date of his contract.

(b) Use of Vehicle. In addition to the base salary noted above, Employer will provide an automobile for use by employee to include gas, maintenance, and insurance as provided Executive Regulation Number 2 regarding vehicle policy.

SECTION VI. EMPLOYEE BENEFITS

During each twelve (12) month period of the term of this Contract Agreement, Employee shall be entitled to fifteen (15) paid days of vacation. Except for vacation leave, this Agreement shall not be in lieu of all employee benefits to which Employee may be entitled as an employee of the City relating to holidays, sick leave, retirement, insurance, medical and life, or other plans which may now be in effect or which may hereafter be adopted. Employee shall have the same rights and privileges to participate in such plans and benefits as any other employee during his period of employment. The Employer's rights with respect to such benefits shall be subject to (i) the provisions of the relevant contracts, policies or plans providing such benefits, and (ii) the

right of the Employer to amend, modify, or terminate any of such benefits if that occurs with respect to all classes of employees covered by a given benefit.

SECTION VII. WORKING FACILITIES.

The Employee shall have a private office, administrative assistance, and other facilities, equipment, and services that are suitable to his position and appropriate for the performance of his duties.

SECTION VIII. EXTENT OF SERVICES

The Employee agrees that he will at all times faithfully, industriously and to the best of his ability, experience, and talents, perform all of the duties that may be required of and from him pursuant to the express and implicit terms of this Agreement and shall assume and perform all additional responsibilities and duties related to his job description that the Mayor from time to time may assign him. With approval of the Mayor, the Employee shall be permitted to enroll in professional development courses to enhance the performance of his job during normal business hours.

SECTION IX. ANNUAL EVALUATION.

Annually, the Mayor, in consultation with the Employee, shall define such goals and performance objectives as he determines necessary for the proper operation of the Power Services Department. The Mayor shall identify obtainable goals within the time limitations as specified in the annual operating and capital budgets and appropriations provided. Moreover, the Mayor shall review and evaluate the performance of the Employee at least once annually. Said evaluation and review shall be in accordance with the established rules and regulations of the Personnel Policies and Procedures Manual. Further, the Mayor shall provide the Employee with an adequate opportunity for the Employee to discuss his evaluation with the Mayor.

SECTION X. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

The Mayor, in consultation with Employee, shall fix any other terms and conditions of employment as he may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with the provisions of this Agreement, the Employee's job description or any other law.

SECTION XI. NO REDUCTION OF BENEFITS.

The Employer shall not at any time during the term of this Agreement reduce the salary, compensation, or other financial benefits of Employee, except to the degree as such a reduction across-the-board for all employees of the Employer. Notwithstanding anything to the contrary the Employee's rights with respect to compensation and benefits shall be subject to the provisions of Sections V and VI herein, and his rights to salary compensation and other financial benefits may be terminated in accordance with said provisions of this Contract.

SECTION XII. SEVERABILITY.

If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable, the remainder of this Agreement and/or the application of any term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall to be affected thereby, and all other terms shall be valid and enforceable to the fullest extent permitted by law.

SECTION XIII. ASSIGNMENT.

No assignment of this Agreement or the rights and obligations hereunder shall be valid without the specific written consent of both parties hereto.

SECTION XIV. GOVERNING LAW.

This Agreement has been executed and delivered in, and shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the State of Alabama.

SECTION XV. GENDER AND NUMBER.

Whenever the context hereof required, the gender of all words shall include the masculine, feminine, and neuter, and the number of all words shall include singular and plural.

SECTION XVI. AMENDMENTS AND AGREEMENT EXECUTION

This Agreement and amendments thereto shall be in writing and executed in multiple copies. Each multiple copy shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.

SECTION XVII. NOTICES.

Any notice, demand, or communication required, permitted, or desired to be given hereunder shall be deemed effectively given when personally delivered or mailed by prepaid, certified mail, return receipt requested, addressed as follows:

Employee: DEREK S. LEE
1109 Mockingbird Lane
Opelika, AL 36801

Employer: City of Opelika
P.O. Box 390
Opelika, AL 36803
ATTN: Mayor

SECTION XVIII. WAIVER OF BREACH.

The waiver of either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

SECTION XIX. TIME OF ESSENCE.

Time shall be of the essence with respect to this Agreement.

SECTION XX. ENTIRE AGREEMENT.

This Agreement (including attachments) supersedes all previous contracts and constitutes the entire agreement between the parties hereto.

SECTION XXI. HEADINGS.

Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

SECTION XXIII. MUTUAL TERMINATION OF PRIOR EMPLOYMENT CONTRACT.

Employee has served as Manager of Distribution Services/Assistant Director of Opelika Power Services since June 1, 2015. The City and Employee mutually agree to cancel and terminate the prior Employment Contract dated May 20th, 2015, effective as of May 1, 2016.

IN WITNESS WHEREOF, the City of Opelika has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this Agreement the day and year first above written.

THE CITY OF OPELIKA, ALABAMA

By: _____
GARY FULLER, ITS MAYOR

ATTEST:

ROBERT G. SHUMAN, CITY CLERK

DEREK S. LEE

Attachment: Employment Contract Derek Lee 041216 (1644 : Employment Contract with Derek Lee)

STATE OF ALABAMA
COUNTY OF LEE

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

GIVEN under my hand and official seal of office this the _____ day of April, 2016.

NOTARY PUBLIC
MY COMMISSION EXPIRES:_____

STATE OF ALABAMA
COUNTY OF LEE

Before me, the undersigned authority, a Notary Public in and for said county and state, hereby certify that DEREK S. LEE, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said conveyance, she executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office this the _____ day of April, 2016.

NOTARY PUBLIC
MY COMMISSION EXPIRES:_____

Attachment: Employment Contract Derek Lee 041216 (1644 : Employment Contract with Derek Lee)

RESOLUTION NO. (ID # 1648)

Authorize Applications, Five Grants to ADECA, Law Enforcement & Traffic Safety Div.**RESOLUTION NO. _____**

WHEREAS, the East Central Alabama Highway Safety Office is located in City of Opelika, Alabama; and

WHEREAS, the City of Opelika, Alabama (the “City”) has been delegated the responsibility for administration of certain grant programs through the Alabama Department of Economic and Community Affairs, Law Enforcement and Traffic Safety Division for the following 18 counties in the East Central Region of Alabama: Lee, Macon, Elmore, Chambers, Tallapoosa, Coosa, Chilton, Randolph, Clay, Talladega, Shelby, Cleburne, Calhoun, St. Clair, Jefferson, Blount, Etowah and Cherokee; and

WHEREAS, the City intends to apply for grant funds (for the fiscal year beginning October 1, 2016 and ending September 30, 2017) for the following law enforcement and safety activities and in the following amounts:

(a)	Community Traffic Safety Program Administration Grant	\$180,091.49
(b)	402 Selective Traffic Enforcement	\$240,800.00
(c)	Impaired Driving Hotspot Sustained Enforcement	\$197,610.00
(d)	2017 Click It or Ticket It Law Enforcement Campaign	\$ 56,480.00
(e)	2017 Drive Sober or Get Pulled Over Campaign	\$ 51,080.00

; and

WHEREAS, if awarded, the City will enter into grant agreements with the Alabama

Department of Economic and Community Affairs, Law Enforcement Traffic Safety Division for implementation of said grants; and

WHEREAS, if awarded, grant funds will be distributed to law enforcement agencies in the 18 counties in the East Central Alabama Region of the State of Alabama; and

WHEREAS, five (5) grant applications have been prepared and submitted to the City Council for approval as follows:

- (a) Community Traffic Safety Program Administration Grant Application
(Exhibit “A”)
- (b) 402 Selective Traffic Enforcement Grant Application (Exhibit “B”)
- (c) Impaired Driving Hotspot Sustained Enforcement Grant Application
(Exhibit “C”)
- (d) 2017 Click It or Ticket It Law Enforcement Campaign Grant Application
(Exhibit “D”)
- (e) 2017 Drive Sober or Get Pulled Over Campaign Grant Application
(Exhibit “E”)

Collectively referred to as the “Grant Applications”; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Opelika,

Alabama, as follows:

1. That the City Council of the City of Opelika, Alabama, authorizes the submittal of the above grant applications to the Alabama Department of Economic and Community Affairs Law Enforcement and Traffic Safety Division

2. That the Mayor and the Controller (financial officer) are hereby authorized and empowered to execute in the name and on behalf of the City all grant documents, including, but not limited to, the grant applications, necessary to secure grant funds and to implement the above grant projects.

3. That the City agrees to act as the fiscal agent for the administration of the above-referenced grant programs.

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 grant applications.

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

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:

Alabama Department of Economic and Community Affairs

Law Enforcement and Traffic Safety Division

401 Adams Avenue

P.O. Box 5690

Montgomery, AL 36103-5690

13.10.a

Revised 6/05/2014

Cover Page

Application is hereby made for a grant under the program described in item 7 below in the amount and for the purpose set forth in this application

1. Applicant

Name City of Opelika
Address 204 South Seventh Street
Opelika, AL 36801
Phone # 334-705-5150
Fax # 334-705-5153
E-Mail

2. Implementing Agency

Name City of Opelika
Phone # 334-705-5150

3. Authorizing Official

Name Mr. Gary Fuller
Title Mayor
Address 204 South Seventh Street
Opelika, AL 36801

Phone # 334-705-5150
Fax # 334-705-5153
E-Mail Gfuller@opelika-al.gov

Signature _____ Date: _____

4. Regional Director

Name Terry J. Henderson
Address 700 Fox Trail
Opelika, AL 36801
Phone # 334-705-5455
Fax #
E-Mail terryhenderson.eahso@gmail.com

Signature _____ Date: _____

5. Financial Officer

Name Cynthia Boyd - Controller
Address 204 South Seventh Street
Opelika, AL 36801
Phone # 334-705-5181
Fax #
E-Mail CBoyd@opelika-al.gov

Signature _____ Date: _____

6. Type of Application

- ☐ Original
☒ Continuation of Previous Grant

Number: _____

7. Program Under Which Application is Made

(Include Purpose Areas addressed if applicable)

NHTSA Section 402 Funds

8a. Project Start Date

10/1/2016

8b. Project Ending Date (estimated)

9/30/2017

9. Name of the Project: (Brief Descriptive Title)

Community Traffic Safety Program Administration Grant

10a. Grant Funds Requested \$ 180,091.49**10b. In-Kind Match Provided** _____**10c. In-Kind Match Required** _____

11. Will other federal support be available for any part of this project? ☐ Yes ☒ No

(If yes, identify and explain on Page 3)

12. DUNS Number:

831542035

13. Sam.gov Registration Expiration Date:

2/25/2017

14. Congressional Districts Served:

One Served (3rd)

15. Organization Type (Check one which applies)

- ☐ State Agency ☐ Public College or University ☐ Private Not-for-Profit Agency
☒ Local Government ☐ Private College or University ☐ Private For-Profit Company
☐ Other Government Entity ☐ Public Not-for-Profit Agency ☐ Private Individual

16. Project Summary: (Suitable for a news release pertaining to this project)

The East Central Alabama Traffic Safety Office at The City of Opelika, Alabama is requesting funding necessary to support operations of the Community Highway Safety Office for the (18) counties in the East Central Region of the State of Alabama. The staff of the Highway Safety Office will award funding to approved agencies for enforcement within the East Central region. These agencies will receive awards to provide enforcement such as checkpoints, line, or saturation patrols within their jurisdictions. Enforcement will be at "Hotspot" locations as identified by the University of Alabama CAPS division. The East Central Alabama Highway Traffic Safety Office will also work closely with the media for educational purposes. Funding for this grant will begin October 1, 2016 and end September 30, 2017.

Attachment: Exhibit A (1648 : Authorize Applications, Fivie Grants to ADECA)

Alabama Department of Economic and Community Affairs
Law Enforcement and Traffic Safety Division
 401 Adams Avenue
 P.O. Box 5690
 Montgomery, AL 36103-5690

Revised 6/05/2014

Cover Page

Application is hereby made for a grant under the program described in item 7 below in the amount and for the purpose set forth in this application

1. Applicant Name City of Opelika Address 204 South Seventh Street Opelika, AL 36801 Phone # 334-705-5150 Fax # 334-705-5153 E-Mail	3. Authorizing Official Name Mr. Gary Fuller Title Mayor Address 204 South Seventh Street Opelika, AL 36801 Phone # 334-705-5150 Fax # 334-705-5153 E-Mail gfuller@ci.opelika.al.us Signature _____ Date: _____									
2. Implementing Agency Name City of Opelika Phone # 334-705-5150	5. Financial Officer Name Cynthia Boyd - Controller Address 204 South Seventh Street Opelika, AL 36801 Phone # 334-705-5181 Fax # 334-705-5153 E-Mail CBoyd@opelika-al.gov Signature _____ Date: _____									
4. Regional Director Name Terry J. Henderson Address 700 Fox Trail Opelika, AL 36803 Phone # 334-705-5455 Fax # E-Mail terryhenderson.eahso@gmail.com Signature _____ Date: _____	7. Program Under Which Application is Made (Include Purpose Areas addressed if applicable) NHTSA Section 402 Funds									
6. Type of Application ☐ Original ☒ Continuation of Previous Grant Number:	8b. Project Ending Date (estimated) 09/30/17									
8a. Project Start Date 10/01/16	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:70%;">10a. Grant Funds Requested</td> <td align="right">\$ 240,800.00</td> </tr> <tr> <td>10b. In-Kind Match Provided</td> <td align="right">\$ -</td> </tr> <tr> <td>10c. In-Kind Match Required</td> <td align="right">\$ -</td> </tr> </table>	10a. Grant Funds Requested	\$ 240,800.00	10b. In-Kind Match Provided	\$ -	10c. In-Kind Match Required	\$ -			
10a. Grant Funds Requested	\$ 240,800.00									
10b. In-Kind Match Provided	\$ -									
10c. In-Kind Match Required	\$ -									
9. Name of the Project: (Brief Descriptive Title) 402 Selective Traffic Enforcement	12. DUNS Number: 831542035									
11. Will other federal support be available for any part of this project? ☐ Yes ☒ No (If yes, identify and explain on Page 3)	13. Sam.gov Registration Expiration Date: 2/25/2017									
14. Congressional Districts Served: One Served (3rd)										
15. Organization Type (Check one which applies) <table style="width:100%;"> <tr> <td>☐ State Agency</td> <td>☐ Public College or University</td> <td>☐ Private Not-for-Profit Agency</td> </tr> <tr> <td>☒ Local Government</td> <td>☐ Private College or University</td> <td>☐ Private For-Profit Company</td> </tr> <tr> <td>☐ Other Government Entity</td> <td>☐ Public Not-for-Profit Agency</td> <td>☐ Private Individual</td> </tr> </table>		☐ State Agency	☐ Public College or University	☐ Private Not-for-Profit Agency	☒ Local Government	☐ Private College or University	☐ Private For-Profit Company	☐ Other Government Entity	☐ Public Not-for-Profit Agency	☐ Private Individual
☐ State Agency	☐ Public College or University	☐ Private Not-for-Profit Agency								
☒ Local Government	☐ Private College or University	☐ Private For-Profit Company								
☐ Other Government Entity	☐ Public Not-for-Profit Agency	☐ Private Individual								
16. Project Summary: (Suitable for a news release pertaining to this project) The East Central Alabama Highway Safety Office at The City of Opelika is requesting funding for traffic enforcement within the (18) counties in the East Central Region of Alabama. This funding is made possible through our partnership with NHTSA and ADECA. Funding for this grant will focus on data-driven hotspot locations determined by the CAPS division at the University of Alabama. Agencies will receive funding for the total of 59 hotspot locations. The 59 hotspot locations are broken down as 42 impaired driving hotspots and 17 speed related hotspots. This grant is for enforcement, which is above and beyond traffic enforcement provided by agencies in their day-to-day traffic operations. The total enforcement for this grant will provide is \$240,800.00 for the fiscal year beginning October 1, 2017 through September 30, 2017.										

Attachment: Exhibit B (1648 : Authorize Applications, Fivie Grants to ADECA)

Alabama Department of Economic and Community Affairs
Law Enforcement and Traffic Safety Division
 401 Adams Avenue
 P.O. Box 5690
 Montgomery, AL 36103-5690

13.10.c

Revised 6/05/2014

Cover Page

Application is hereby made for a grant under the program described in item 7 below in the amount and for the purpose set forth in this application

1. Applicant Name City of Opelika Address 204 South Seventh Street Opelika, AL 36801 Phone # 334-705-5150 Fax # 334-705-5153 E-Mail		3. Authorizing Official Name Mr. Gary Fuller Title Mayor Address 204 South Seventh Street Opelika, AL 36801 Phone # 334-705-5150 Fax # 334-705-5153 E-Mail gfuller@ci.opelika.al.us Signature _____ Date: _____										
2. Implementing Agency Name City of Opelika Phone # 334-705-5150		5. Financial Officer Name Cynthia Boyd - Controller Address 204 South Seventh Street Opelika, AL 36801 Phone # 334-705-5182 Fax # _____ E-Mail CBoyd@opelika-al.gov Signature _____ Date: _____										
4. Regional Director Name Terry J. Henderson Address 700 Fox Trail Opelika, AL 36803 Phone # 334-705-5455 Fax # _____ E-Mail terryhenderson.eahso@gmail.com Signature _____ Date: _____		7. Program Under Which Application is Made (Include Purpose Areas addressed if applicable) NHTSA 405d										
6. Type of Application ☐ Original ☒ Continuation of Previous Grant Number:		8b. Project Ending Date (estimated) 9/30/2017										
8a. Project Start Date 10/1/2016		10a. Grant Funds Requested \$ 197,610.00 10b. In-Kind Match Provided \$ - 10c. In-Kind Match Required \$ -										
9. Name of the Project: (Brief Descriptive Title) Impaired Driving Hot Spot Sustained Enforcement		12. DUNS Number: 831542035										
11. Will other federal support be available for any part of this project? ☐ Yes ☒ No (If yes, identify and explain on Page 3)		13. Sam.gov Registration Expiration Date: 2/25/2017										
14. Congressional Districts Served:		One served (3rd)										
15. Organization Type (Check one which applies) <table border="0"> <tr> <td>☐ State Agency</td> <td>☐ Public College or University</td> <td>☐ Private Not-for-Profit Agency</td> </tr> <tr> <td>☒ Local Government</td> <td>☐ Private College or University</td> <td>☐ Private For-Profit Company</td> </tr> <tr> <td>☐ Other Government Entity</td> <td>☐ Public Not-for-Profit Agency</td> <td>☐ Private Individual</td> </tr> </table>				☐ State Agency	☐ Public College or University	☐ Private Not-for-Profit Agency	☒ Local Government	☐ Private College or University	☐ Private For-Profit Company	☐ Other Government Entity	☐ Public Not-for-Profit Agency	☐ Private Individual
☐ State Agency	☐ Public College or University	☐ Private Not-for-Profit Agency										
☒ Local Government	☐ Private College or University	☐ Private For-Profit Company										
☐ Other Government Entity	☐ Public Not-for-Profit Agency	☐ Private Individual										
16. Project Summary: (Suitable for a news release pertaining to this project) The East Central Alabama Highway Safety Office at The City of Opelika is requesting funding for enforcement within the (18) county East Central region of Alabama. This grant will be used for enforcement at the (280) "Impaired Driving Hotspots" as identified by the CAPS Research and Development Program at the University of Alabama. Agencies will receive funding for enforcement at the above referenced (280) "Impaired Driving Hotspot" locations. Participating agencies will receive agreements to do checkpoints, line, and/or saturation patrols within their jurisdiction, with special emphasis at the hotspot locations. This grant is for enforcement, which is above and beyond enforcement provided by the agencies in their day-to-day traffic operations. The total enforcement this grant will provide is \$197,610.00 during the fiscal year beginning October 1, 2016 and ending September 30, 2017.												

Attachment: Exhibit C (1648 : Authorize Applications, Fivie Grants to ADECA)

Alabama Department of Economic and Community Affairs
Law Enforcement and Traffic Safety Division
 401 Adams Avenue
 P.O. Box 5690
 Montgomery, AL 36103-5690

13.10.d

Revised 6/05/2014

Cover Page

Application is hereby made for a grant under the program described in item 7 below in the amount and for the purpose set forth in this application

1. Applicant Name City of Opelika Address 204 South Seventh Street Opelika, AL 36801 Phone # 334-705-5150 Fax # 334-705-5153 E-Mail		3. Authorizing Official Name Mr. Gary Fuller Title Mayor Address 204 South Seventh Street Opelika, AL 36801 Phone # 334-705-5150 Fax # 334-705-5153 E-Mail gfuller@ci.opelika.al.us Signature _____ Date: _____	
2. Implementing Agency Name City of Opelika Phone #		4. Regional Director Name Terry J. Henderson Address 700 Fox Trail Opelika, AL 36803 Phone # 334-705-5455 Fax # E-Mail terryhenderson.eahso@gmail.com Signature _____ Date: _____	
6. Type of Application ☐ Original ☒ Continuation of Previous Grant Number:		5. Financial Officer Name Cynthia Boyd - Controller Address 204 South Seventh Street Opelika, AL 36801 Phone # 334-705-5181 Fax # 334-705-5153 E-Mail CBoyd@opelika-al.gov Signature _____ Date: _____	
7. Program Under Which Application is Made (Include Purpose Areas addressed if applicable) NHTSA Section 405b		8a. Project Start Date 5/22/2017	
8b. Project Ending Date (estimated) 6/4/2017		9. Name of the Project: (Brief Descriptive Title) 2017 Click It or Ticket Law Enforcement Campaign	
10a. Grant Funds Requested \$ 56,480.00 10b. In-Kind Match Provided \$ - 10c. In-Kind Match Required \$ -		11. Will other federal support be available for any part of this project? ☐ Yes ☒ No (If yes, identify and explain on Page 3)	
12. DUNS Number: 831542035		13. Sam.gov Registration Expiration Date: 2/25/2017	
14. Congressional Districts Served: One Served (3rd)		15. Organization Type (Check one which applies) ☐ State Agency ☐ Public College or University ☐ Private Not-for-Profit Agency ☒ Local Government ☐ Private College or University ☐ Private For-Profit Company ☐ Other Government Entity ☐ Public Not-for-Profit Agency ☐ Private Individual	
16. Project Summary: (Suitable for a news release pertaining to this project) The East Central Alabama Highway Safety Office at The City of Opelika is requesting funding for enforcement within the (18) county East Central region of Alabama. This funding is made possible through our partnership with NHTSA and ADECA. This grant will provide funding for law enforcement agencies to conduct checkpoints, line, and/or saturation patrols within their jurisdiction, with special emphasis on educating the public on the importance of wearing seatbelts and child restraints. It is proven that wearing seatbelts and child restraints help prevent serious injury and/or death during a traffic crash. This grant is for enforcement, which is above and beyond enforcement provided by the agencies in their day-to-day traffic operations. The total enforcement for this grant will provide is \$56,480.00 during the high visibility campaign will be conducted from May 22, 2017 through June 4, 2017. These dates are in conjunction with the National Click It or Ticket Campaign.			

Attachment: Exhibit D (1648 : Authorize Applications, Fivie Grants to ADECA)

Alabama Department of Economic and Community Affairs
Law Enforcement and Traffic Safety Division
 401 Adams Avenue
 P.O. Box 5690
 Montgomery, AL 36103-5690

13.10.e

Revised 6/05/2014

Cover Page

Application is hereby made for a grant under the program described in item 7 below in the amount and for the purpose set forth in this application

1. Applicant Name City of Opelika Address 204 South Seventh Street Opelika, AL 36801 Phone # 334-705-5150 Fax # 334-705-5153 E-Mail	3. Authorizing Official Name Mr. Gary Fuller Title Mayor Address 204 South Seventh Street Opelika, AL 36801 Phone # 334-705-5150 Fax # 334-705-5153 E-Mail gfuller@ci.opelika.al.us Signature _____ Date: _____									
2. Implementing Agency Name City of Opelika Phone # 334-705-5150	5. Financial Officer Name Cynthia Boyd - Controller Address 204 South Seventh Street Opelika, AL 36801 Phone # 334-705-5150 Fax # 334-705-5182 E-Mail CBoyd@opelika-al.gov Signature _____ Date: _____									
4. Regional Director Name Terry J. Henderson Address 700 Fox Trail Opelika, AL 36803 Phone # 334-705-5455 Fax # E-Mail terryhenderson.eahso@gmail.com Signature _____ Date: _____	7. Program Under Which Application is Made (Include Purpose Areas addressed if applicable) NHTSA Section 402									
6. Type of Application ☐ Original ☒ Continuation of Previous Grant Number:	8b. Project Ending Date (estimated) 9/3/2017									
8a. Project Start Date 8/18/2017	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:70%;">10a. Grant Funds Requested</td> <td align="right">\$ 51,080.00</td> </tr> <tr> <td>10b. In-Kind Match Provided</td> <td align="right">\$ -</td> </tr> <tr> <td>10c. In-Kind Match Required</td> <td align="right">\$ -</td> </tr> </table>	10a. Grant Funds Requested	\$ 51,080.00	10b. In-Kind Match Provided	\$ -	10c. In-Kind Match Required	\$ -			
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10b. In-Kind Match Provided	\$ -									
10c. In-Kind Match Required	\$ -									
9. Name of the Project: (Brief Descriptive Title) 2017 Drive Sober or Get Pulled Over Campaign	12. DUNS Number: 831542035									
11. Will other federal support be available for any part of this project? ☐ Yes ☒ No (If yes, identify and explain on Page 3)	13. Sam.gov Registration Expiration Date: 2/25/2017									
14. Congressional Districts Served: One served (3rd)										
15. Organization Type (Check one which applies) <table style="width:100%;"> <tr> <td>☐ State Agency</td> <td>☐ Public College or University</td> <td>☐ Private Not-for-Profit Agency</td> </tr> <tr> <td>☒ Local Government</td> <td>☐ Private College or University</td> <td>☐ Private For-Profit Company</td> </tr> <tr> <td>☐ Other Government Entity</td> <td>☐ Public Not-for-Profit Agency</td> <td>☐ Private Individual</td> </tr> </table>		☐ State Agency	☐ Public College or University	☐ Private Not-for-Profit Agency	☒ Local Government	☐ Private College or University	☐ Private For-Profit Company	☐ Other Government Entity	☐ Public Not-for-Profit Agency	☐ Private Individual
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☐ Other Government Entity	☐ Public Not-for-Profit Agency	☐ Private Individual								
16. Project Summary: (Suitable for a news release pertaining to this project) The East Central Alabama Highway Safety Office at The City of Opelika is requesting funding for enforcement within the (18) county East Central region of Alabama. This grant will be used for enforcement at determined areas of concern within the East Cenral region. Agencies will receive agreements to do checkpoints,line, and/or saturation patrols within their jurisdiction, with special emphasis on impaired driving concerns. This grant is for enforcement, which is above and beyond enforcement provided by the agencies in their day-to-day traffic operations. The total overtime enforcement this grant will provide is \$51,080.00 during the blitz period from 8/18/2017 through 9/4/2017. These dates are in designed to transpire through the Labor Day holiday period.										

Attachment: Exhibit E (1648 : Authorize Applications, Fivie Grants to ADECA)

ORDINANCE NO. (ID # 1600)

Amend Zoning Ord & Map, from C-2 to C-1, 3.4 Acres on Ave B, Ave C, & 10Th St. - 2Nd 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. That Ordinance 124-91 entitled “Zoning Ordinance City of Opelika, Alabama”, adopted on September 17, 1991, and the Zoning Map of the City of Opelika provided for and referred to therein, as previously amended and/or modified, be and the same is hereby amended by rezoning or redistricting the parcels of land hereinafter in this section described, so as to change such parcels from one class of district to another class of district as follows, to-wit:

From a C-2 District (Office/Retail District) to a C-1 District (Downtown Commercial District), the parcels of land hereinafter described:

From a C-2 District (Office/Retail District) to a C-1 District (Downtown Commercial District), the parcels of land hereinafter described:

PARCEL 1

Commencing at the intersection of the Southwest margin of South Tenth Street with the Southeast margin of Avenue B, run thence South 45 degrees, 00 minutes West, a distance of 300 feet to the point of beginning of the property herein to be described and conveyed. From said last mentioned beginning point, run South 45 degrees, 00 minutes East, a distance of 101.0 feet; run thence North 45 degrees, 00 minutes East, for a distance of 100.0 feet; run thence South 45 degrees, 00 minutes East, for a distance of 299.0 feet to a point on the Northwesterly margin of Avenue C; run thence South 45 degrees, 00 minutes West, along the Northwesterly margin of Avenue C, a distance of 393.3 feet to a point on the Northeasterly margin of the right-of-way of the Central of Georgia Railway Company, which point is 8 feet from the center line of a spur track of

said railroad; run thence North 42 degrees, 01 minutes West, along the Northeasterly margin of said railroad right-of-way, a distance of 201.2 feet; run thence North 47 degrees, 57 minutes East, a distance of 30.7 feet; run thence North 43 degrees, 00 minutes West, a distance of 200.8 feet to a point on the Southeasterly margin of Avenue B; run thence North 45 degrees, 00 minutes East, a distance of 245.6 feet to the point of beginning. The above described parcel is further described as 1015 Avenue B (Fire Station 1) and 1010 Avenue C (formerly developed as the old Opelika Service Building).

PARCEL 2

Commencing at the Northwest corner of the Northeast quarter of Section 18, Township 19 North, Range 27 East in the City of Opelika, Lee County, Alabama, thence run South 45.4 feet; thence run East, 106.3 feet to a point on the Southeasterly margin of Avenue C, which point is the point of beginning of the real estate here to be described and conveyed; from said point of beginning thence run North 47 degrees 36 minutes East, along and with the said Southeasterly margin of Avenue C, 84.5 feet; thence run North 88 degrees 23 minutes East, along and with the Southerly margin of an alley, 303.4 feet to a point on the Southwesterly margin of Tenth Street, 10.0 feet; thence run South 26 degrees 01 minutes West, along and with the Northwesterly margin of an alley, 629.4 feet to a point on the Northeasterly margin of the right-of-way of the Central of Georgia Railroad; thence run North 39 degrees 29 minutes West along and with the said Northeasterly margin of the right-of-way of the Central of Georgia Railroad, 229.3 feet; thence run North 25 degrees 28 minutes East, 223.6 feet; thence run North 41 degrees 59 minutes West, 43.9 feet; thence run North 26 degrees 03 minutes East, 55.1 feet; thence run North 41 degrees 32 minutes West, 62.3 feet to a point on the said Southeasterly margin of Avenue C and the point of beginning; together with all buildings and improvements thereon and appurtenances thereunto appertaining; and being situated in Sections 7 and 18, Township 19 North, Range 27 East, in the City of Opelika, Lee County, Alabama. The above described parcel is further described as 405 South 10th Street.

Section 2. Any ordinance or part thereof in conflict with provisions of this Ordinance be and the same are hereby repealed.

Section 3. This Ordinance shall be published 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