



OPELIKA CITY COUNCIL
“ REGULAR MEETING MINUTES “
204 South 7th Street
October 18, 2016
TIME: 7:00 PM

1. Call to Order

President Smith called the council meeting to order and asked Mr. Shuman to call the roll. All council members were present.

2. Roll Call

1. Patricia Jones, Larry Gray, Dozier Smith T, David Canon, Eddie Smith

3. Invocation

Blair Belcher, Ashley Hilyer and Bailey Tinsley from the Girls in Action group gave the invocation.

4. Pledge of Allegiance

McKenna Lawler lead the Pledge of Allegiance. Lucy Newman was sick and could not attend this meeting.

1. Lucy Neman and McKenna Lawler will lead the Pledge of Allegiance.

5. Reading of Minutes

1. Minutes from the 10-4-16 Council Meeting.

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

2. Minutes from Called Council Meeting on 10-11-16.

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

6. Unfinished Business

7. Remarks By the Mayor

Mayor Fuller announced that Leigh Krehling has been hired as the new Community Relations Coordinator and she will start on November 7th.

Mayor Fuller said that he and staff have reviewed the ordinance covering funeral escort services by OPD and recommends that said ordinance remain as written.

Mayor Fuller said that he and staff have reviewed the various street, sidewalk and landscaping issues presented by Jessic Ellis at the last council meeting and will correct some items. Many of the request are in trailer parks that are not the City's responsibility to maintain or correct.

1. September 2016 Monthly Building Permit

Mayor Fuller called on Joey Motley, City Administrator, to present a summary of the September 2016 building permit report.

2. Employee Service Awards.

Mayor Fuller presented employee service awards and reminded everyone that there will be a reception in the morning at 8:30am in the first floor conference room.

8. Citizen Communications

(Limit comments to five minutes or less)

Jessie Ellis thanked Mayor Fuller and the City Council for considering the various street, sidewalk & landscape request he made at the last council meeting and for taking action on some items that are the responsibility of the City.

Mattie Clark stated that work was being done on Auburn Street but, then stopped. She asked if the work & improvements was going to start back up? Mayor Fuller said the work would start back up on Auburn Street and Martin Luther King but, could not provide a specific date.

Suzanne Montgomery read a prepared statement that the 40 foot set back requirement renders her property useless and un-saleable and asked the City Council to abolish the Gateway Corridor Overlay zoning ordinance.

Nelson Marsh asked what justification the City used in considering the purchase of a Chevy Tahoe LTZ model.

9. Report of Disbursements

10. Committee Reports

11. General Business

1. Request for the 2016 Collinwood Christmas Luminaries.

RESULT: APPROVED [UNANIMOUS]

MOVER: Patricia Jones, President Pro-Tem

SECONDER: Dozier Smith T, Council Member

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

2. Asian KTV Request a Retail on Premise Beer & Wine License.

RESULT: APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: David Canon, Council Member

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

3. Public Hearing for Demolition - 204 2Nd Avenue

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

4. Public Hearing for Demolition - 1405 West Street

President Smith opened this public hearing asking if there was anyone present that would like to speak for or against said demolition. No one came forward to speak. President Smith closed this public hearing. After the public hearing was closed a person in the audience stated they had no objections.

5. Public Hearing, Amend Zoning Ord. & Map, 3000 Columbus Parkway.

Jerry Kelly, Planning Director, presented a summary of this public hearing to amend the zoning ordinance & map for 3000 Columbus Parkway. President Smith opened this public hearing asking if there was anyone present that would like to speak for or against said zoning amendment. No one came forward to speak. President Smith closed this public hearing.

12. Awarding of Bids

1. Bids 261-16 Repair Voltage Regulators - OPS
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith

2. Bids 262-16 Transformer Repair - OPS
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Larry Gray, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith

3. Bids 263-16 Uniform Purchases - OPS
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gray, Smith T, Canon, Smith

4. Bids 264-16 Service Installation Materials - OPS
RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith

13. Resolutions

1. Resolution 265-16 Expense Reports from Various Departments.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith

2. Resolution 266-16 Purchase - One (1) 2016 Chevrolet Tahoe 2WD LTZ - OPS
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Larry Gray, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gray, Smith T, Canon, Smith

3. Resolution 267-16 Purchase - Five (5) 2017 Chevrolet Tahoes - PD
RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith

4. Resolution 268-16 Purchase - Two (2) 2016 Ford F150 Pickup Trucks - OPS
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gray, Smith T, Canon, Smith

5. Resolution 269-16 Purchase - One (1) 2016 Ford F150 Pickup Truck - OPS

- | | | |
|--|------------------|------------------------------------|
| | RESULT: | APPROVED [UNANIMOUS] |
| | MOVER: | David Canon, Council Member |
| | SECONDER: | Larry Gray, Council Member |
| | AYES: | Jones, Gray, Smith T, Canon, Smith |
6. Resolution 270-16 Purchase - One (1) 2017 Ford F350 Dump Truck - OPS
- | | | |
|--|------------------|------------------------------------|
| | RESULT: | APPROVED [UNANIMOUS] |
| | MOVER: | Patricia Jones, President Pro-Tem |
| | SECONDER: | David Canon, Council Member |
| | AYES: | Jones, Gray, Smith T, Canon, Smith |
7. Resolution 271-16 Purchase - One (1) 2016 Ford F550 Dump Truck - OPS
- | | | |
|--|------------------|------------------------------------|
| | RESULT: | APPROVED [UNANIMOUS] |
| | MOVER: | David Canon, Council Member |
| | SECONDER: | Dozier Smith T, Council Member |
| | AYES: | Jones, Gray, Smith T, Canon, Smith |
8. Resolution 272-16 Purchase - One (1) 2017 Ford Explorer - OPS
- | | | |
|--|------------------|------------------------------------|
| | RESULT: | APPROVED [UNANIMOUS] |
| | MOVER: | Dozier Smith T, Council Member |
| | SECONDER: | Patricia Jones, President Pro-Tem |
| | AYES: | Jones, Gray, Smith T, Canon, Smith |
9. Resolution 273-16 Authorize Demolition - 204 2Nd Avenue.
- | | | |
|--|------------------|------------------------------------|
| | RESULT: | APPROVED [UNANIMOUS] |
| | MOVER: | Dozier Smith T, Council Member |
| | SECONDER: | David Canon, Council Member |
| | AYES: | Jones, Gray, Smith T, Canon, Smith |
10. Resolution 274-16 Authorize Demolition - 1405 West Street.
- | | | |
|--|------------------|------------------------------------|
| | RESULT: | APPROVED [UNANIMOUS] |
| | MOVER: | Patricia Jones, President Pro-Tem |
| | SECONDER: | Dozier Smith T, Council Member |
| | AYES: | Jones, Gray, Smith T, Canon, Smith |
11. Resolution 275-16 Lease Agreement with Four D's Real Estate, LLC
- | | | |
|--|------------------|------------------------------------|
| | RESULT: | APPROVED [UNANIMOUS] |
| | MOVER: | David Canon, Council Member |
| | SECONDER: | Dozier Smith T, Council Member |
| | AYES: | Jones, Gray, Smith T, Canon, Smith |
12. Resolution 276-16 Disclosure of Information, Purchase Property at 608 Avenue A.
- | | | |
|--|------------------|------------------------------------|
| | RESULT: | APPROVED [UNANIMOUS] |
| | MOVER: | David Canon, Council Member |
| | SECONDER: | Dozier Smith T, Council Member |
| | AYES: | Jones, Gray, Smith T, Canon, Smith |
13. Resolution 277-16 Annual Appropriation Contract, Main Street.
- | | | |
|--|------------------|------------------------------------|
| | RESULT: | APPROVED [UNANIMOUS] |
| | MOVER: | Patricia Jones, President Pro-Tem |
| | SECONDER: | Dozier Smith T, Council Member |
| | AYES: | Jones, Gray, Smith T, Canon, Smith |
14. Resolution 278-16 Annual Appropriation Contract, Storybook Farm.

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

15. Resolution 279-16 Annual Appropriation Contract with Boys & Girls Clubs.

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

16. Resolution 280-16 Annual Appropriation Contract with Chamber of Commerce.

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

17. Resolution 281-16 Annual Appropriation Contract with the J. W. Darden Foundation.

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

18. Resolution 282-16 Annual Appropriation Contract with the Lee Co. Youth Development.

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

19. Resolution 283-16 Annual Appropriation Contract with the Museum of East Alabama.

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

20. Resolution 284-16 Annual Appropriation Contract with the Valley Haven School.

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

21. Resolution 285-16 Annual Contract with the Lee Co. Rabies Officer.

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

22. Resolution 286-16 Create New Position, Senior Accountant.

Ms. Jones made a motion to amend said resolution adding a paragraph stating that a Customer Service Supervisor position at OPS would be deleted. Said motion was seconded by Mr. Canon. The following vote was recorded:

Ayes Jones, Smith T, Canon, Smith
Nays None.
Abstain Gray

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

14. Ordinances

1. Ordinance Amend Zoning Ord. & Map from R-I, GC to C-2, GC at 3000 Columbus Parkway - 2Nd Reading.

This ordinance was introduced by Mr. Canon.

RESULT: **FIRST READING INTRODUCED**

15. Appointments

There was no appointments.

16. Adjourn

Ms. Jones stated she would like for the city council to discuss the ordinance covering police escorts for funeral services since she has received some additional information.

These City Council meeting minutes of 10-18-16 are hereby adopted and approved this the 1st day of November, 2016.

/s/ Eddie Smith

President of the City Council

City of Opelika, Alabama

ATTEST:

/s/ R. G. Shuman

City Clerk - Treasurer

1. Motion to adjourn.

This council meeting was adjourned at 8:00 pm.

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

**City Council**

204 South 7Th Street
Opelika, AL

ADOPTED**CM MINUTES (ID # 1931)**

Meeting: 10/18/16 07:00 PM

Department: City Clerk

Category: CM Minutes

Prepared By: Robert Shuman

Initiator: Robert Shuman

Sponsors:

DOC ID: 1931

Minutes from the 10-4-16 Council Meeting.

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



OPELIKA CITY COUNCIL
“ REGULAR MEETING MINUTES “
 204 South 7th Street
October 4, 2016
TIME: 7:00 PM

1. Call to Order

President Smith call this council meeting to order at 7:00pm and asked Mr. Shuman to call the roll. All council members were present.

2. Roll Call

1. Patricia Jones, Larry Gray, Dozier Smith T, David Canon, Eddie Smith

3. Invocation

1. Emily Wright and Carley Nelson from First Baptist Church / Girls in Action.
 Emily Wright and Carley Nelson from First Baptist Church / Girls in Action provided the invocation.

4. Pledge of Allegiance

1. Bailey Ward and Nykarsha Milford from Morris Avenue Intermediate School.
 Bailey Ward and Nykarsha Milford from the Morris Avenue Intermediate School lead the Pledge of Allegiance.

5. Reading of Minutes

1. Minutes from the 9-20-16 City Council Meeting.
 Minutes approved as presented.

RESULT: APPROVED [UNANIMOUS]

MOVER: Larry Gray, Council Member

SECONDER: Dozier Smith T, Council Member

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

6. Unfinished Business

7. Remarks By the Mayor

1. Re-appoint Henritta Snipes to the Opelika Housing Authority.
 Mayor Fuller advised the city council that he has re-appointed Henrietta Snipes tot he Opelika Housing Authority.
2. Proclamation for Pro Bono Month.
 Mayor Fuller presented a proclamation to several local attorneys declaring October as Pro-Bono Month.
3. Proclamation for Henrietta Snipes - Chairman of the Opelika Housing Authority.
 Mayor Fuller presented a proclamation to Henrietta Snipes recognizing her 20 years of service on the Opelika Housing Authority and for receiving the 2016 Outstanding Commissioner Award from the State of Alabama Housing Association.

8. Citizen Communications

(Limit comments to five minutes or less)

Jessie Ellis read a prepared statement detailing various street & sidewalk issues in Ward 1 that need to be corrected. Mr. Ellis gave the City Clerk a copy of said statement for the council meeting minutes and to forward a copy to Mayor Fuller and each Council member.

Curtis Hale owner of a local Cab company asked if any action had been taken so that his drivers could take their cabs home at night. President Smith stated that Guy Gunter, City Attorney, was still researching his request.

9. Report of Disbursements
10. Committee Reports
11. General Business
12. Awarding of Bids
 1. Bids 249-16 Gasoline & Ultra Low Sulfur #2 Diesel Fuel-PW/AS
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gray, Smith T, Canon, Smith
13. Resolutions
 1. Resolution 250-16 Expense Reports from Various Departments.
RESULT: APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: David Canon, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
 2. Resolution 251-16 Designate City Personal Property Surplus & Authorize Disposal
RESULT: APPROVED [UNANIMOUS]
MOVER: Larry Gray, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
 3. Resolution 252-16 Purchase One (1) 2016 Ford F150 Super Cab 4X4 Pickup - ENG.
RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
 4. Resolution 253-16 Purchase One (1) 2017 Ford Explorer 4X2 - OES.
RESULT: APPROVED [UNANIMOUS]
MOVER: Larry Gray, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
 5. Resolution 254-16 Annual Appropriation Contract with EAMC, Emergency Transport.
RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gray, Smith T, Canon, Smith
 6. Resolution 255-16 Amendment No. 5 to Agreement with ESG Operations, Inc.
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
 7. Resolution 256-16 New Position for an Engineering Department Co-Op

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

8. Resolution 257-16 Agreement with PFM Financial Advisors, LLC.

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

9. Resolution 258-16 Special Appropriation to Main Street - 2016 Christmas in a Railroad Town.

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

10. Resolution 259-16 Authorize Starting Salary - Community Relations Officer.

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

14. Ordinances

1. Ordinance 124-16-ORD Rights-Of-Way Use Agreement with Southern Light, LLC - 2Nd Reading.

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

2. Ordinance 125-16-ORD Sale City Property Located at 10962 Lee Road 0279 - First Reading.

This ordinance was introduced by Mr. Gray. Then Mr. Canon made the motion to suspend the rules and was seconded by Mr. Smith T. 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 126-16-ORD Purchase Property at 608 Avenue A- First Reading.

This ordinance was introduced by Mr. Canon. Then Mr. Canon made the motion to suspend the rules and was seconded by Mr. Smith T. The following vote was recorded:

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

Nayes None.

Ms. Jones asked for Administration, in the future, to provide the details that justify the purchase and/or sale of real property prior to being voted on.

RESULT: FIRST READING AND APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: Larry Gray, Council Member

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

15. Appointments

16. Adjourn

These City Council meeting minutes of _____ 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.

President Smith reminder Mayor Fuller and all the Council members that there will be a Called Council meeting next Tuesday, October 11th at Noon to canvass and approve the results from the Ward 2 runoff election held on October 4th.

President Smith also reminded Mayor Fuller and all the Council members that the City Council Organizational meeting would be held on Monday, November 7th at 6pm so the newly elected city officials can be sworn in and a City Council President and President Pro-tem can be elected to serve for the next four years.

This council meeting was adjourned at 7:37 pm.

RESULT: APPROVED [UNANIMOUS]

MOVER: Patricia Jones, President Pro-Tem

SECONDER: Dozier Smith T, Council Member

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

**City Council**

204 South 7Th Street
Opelika, AL

ADOPTED**CM MINUTES (ID # 1942)**

Meeting: 10/18/16 07:00 PM

Department: City Clerk

Category: CM Minutes

Prepared By: Robert Shuman

Initiator: Robert Shuman

Sponsors:

DOC ID: 1942

Minutes from Called Council Meeting on 10-11-16.

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



OPELIKA CITY COUNCIL
“ CALLED MEETING MINUTES “
 204 South 7th Street
October 11, 2016
TIME: 12:00 PM

1. Call to Order

President Smith called this special council meeting to order at 12:00pm (noon) asking Mr. Shuman to call the roll.

2. Roll Call

All council members were present.

1. Patricia Jones, Larry Gray, Dozier Smith T, David Canon, Eddie Smith

3. Invocation

4. Pledge of Allegiance

5. Reading of Minutes

6. Unfinished Business

7. Remarks By the Mayor

8. Citizen Communications

(Limit comments to five minutes or less)

9. Report of Disbursements

10. Committee Reports

11. General Business

12. Awarding of Bids

13. Resolutions

1. Resolution Canvass the Results of the October 4Th, 2016 Ward 2 Runoff Election.

RESULT: APPROVED [UNANIMOUS]

MOVER: Patricia Jones, President Pro-Tem

SECONDER: David Canon, Council Member

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

14. Ordinances

15. Appointments

16. Adjourn

These City Council meeting minutes of _____ are hereby adopted and approved this the _____ day of _____, 2016.

/s/

 President of the City Council

City of Opelika, Alabama

ATTEST:

/s/

Generated 10/11/2016 1:02 PM

Attachment: CM 10-18-16, minutes from 10-11-16 called CM (1942 : Minutes from Called Council Meeting on 10-11-16.)

City Clerk - Treasurer

1. Motion to adjourn.

This special council meeting ended at 12:03 pm.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Patricia Jones, President Pro-Tem

SECONDER: Larry Gray, Council Member

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

Attachment: CM 10-18-16, minutes from 10-11-16 called CM (1942 : Minutes from Called Council Meeting on 10-11-16.)



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 10/18/16 07:00 PM
Department: Building Inspection
Category: Building Permit Report.
Prepared By: BJ Lowery
Initiator: Jeff Kappelman
Sponsors:

MAYOR'S REMARKS (ID # 1937)

DOC ID: 1937

September 2016 Monthly Building Permit



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

Telephone 334-705-5420
Planning Department - Building Inspections Division
Fax 334-705-5159

Monthly Permits For September, 2016

Work & Repair On Buildings:

Building Repairs	Commercial	Residential
Buildings Condemned	0	0
Buildings Demolished	0	0
Building Repairs	3	6
Plumbing Upgrades	1	11
Electrical Upgrades	1	7
Mechanical Upgrades	3	4
Reroofs And Roof Repairs	1	7
Mobile Home Services	0	0
Building Additions/Accessory Structures	0	0

Monthly Totals For September 2007-2016

2007	\$129,263,598.00
2008	\$9,667,809.00
2009	\$2,274,539.00
2010	\$15,454,374.00
2011	\$2,746,405.00
2012	\$51,311,016.00
2013	\$3,666,190.00
2014	\$5,525,186.00
2015	\$5,632,291.00
2016	\$4,650,764.00

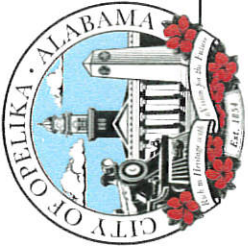
Total Permits Issued:

1	New Buildings: Commercial	\$49,950.00
9	Commercial Renovations And Repairs	\$346,765.00
3	Signs	\$20,276.00
17	New Single Family Homes	\$4,079,588.00
16	Residential Repairs And Renovations	\$154,185.00
0	New Apartment Units	\$0.00
0	New Duplex Residences	\$0.00
46	Total Building Permits Issued	\$4,650,764.00

46	Total Permits Issued For September, 2016	\$4,650,764.00
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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

Fiscal Year End Report 2016

Building Repairs	Commercial	Residential
Buildings Condemned	0	0
Buildings Demolished	4	2
Building Repairs	58	78
Plumbing Upgrades	35	71
Electrical Upgrades	52	131
Mechanical Upgrades	33	64
Reroofs And Roof Repairs	15	52
Mobile Home Services	0	15
Building Additions/Accessory Structures	1	54

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	\$127,079,852.00

29	New Buildings: Commercial	\$76,904,319.00
74	Commercial Renovations And Repairs	\$10,031,379.00
30	Signs	\$408,227.00
169	New Single Family Homes	\$40,559,668.50
188	Residential Repairs And Renovations	\$3,954,887.00
8	New Apartment Units	\$760,000.00
0	New Duplex Residences	\$0.00
498	Total Building Permits Issued	\$132,618,480.50

Total Issued for FY 2016

\$127,079,852.00

Jeff Kappelman
JEFF KAPPELMAN
Building Official

Monthly Building Permit Report- September 2016

Permit Number	Main Address	Permit Type	Work Class	Issue Date	Valuation
BPRES-001258-2016	1600 ROCKY BROOK RD	Building - Residential	Alteration	9/2/2016	\$ 21,000.00
BPRES-001270-2016	2008 BATON CT	Building - Residential	Roofs	9/6/2016	\$ 4,650.00
BPC-001268-2016	2682 ENTERPRISE DR	Building - Commercial	Tenant Build Out	9/6/2016	\$ 1,000.00
BPRES-001278-2016	1301 MORRIS AVE	Building - Residential	Roofs	9/7/2016	\$ 14,580.00
BPC-001279-2016	804 COLUMBUS PKWY	Building - Commercial	Alteration	9/7/2016	\$ 2,000.00
BPRES-001307-2016	2103 COPPER LN	Building - Residential	Swimming Pool	9/8/2016	\$ 30,450.00
BPRES-001308-2016	1005 CRAWFORD RD	Building - Residential	Accessory Buildings	9/9/2016	\$ 2,800.00
BPRES-001162-2016	1027 RENFRO AVE	Building - Residential	New Single Family Detached	9/9/2016	\$ 250,764.00
BPRES-001311-2016	1314 CLAIRE ST	Building - Residential	Roofs	9/12/2016	\$ 5,250.00
BPC-001315-2016	221 S 8TH ST	Building - Commercial	Roofs	9/12/2016	\$ 13,765.00
BPRES-001312-2016	313 N 16TH PL	Building - Residential	Alteration	9/12/2016	\$ 8,300.00
BPRES-001271-2016	1920 SOUTHLAKE DR	Building - Residential	New Single Family Detached	9/13/2016	\$ 240,000.00
BPC-001320-2016	2404 FREDERICK RD	Building - Commercial	Communication Towers	9/13/2016	\$ 25,000.00
BPC-001325-2016	3021 FREDERICK RD 4	Building - Commercial	Signs	9/13/2016	\$ 4,850.00
BPC-000956-2016	2106 WAVERLY PKWY	Building - Commercial	Alteration	9/15/2016	\$ 207,000.00
BPC-001335-2016	2106 WAVERLY PKWY	Building - Commercial	Addition	9/15/2016	\$ 5,000.00
BPC-001306-2016	3300 STONYBROOK PT	Building - Commercial	New	9/15/2016	\$ 49,950.00
BPC-001336-2016	2103 PEPPERELL PKWY	Building - Commercial	Signs	9/16/2016	\$ 11,000.00
BPRES-001194-2016	3304 HEATHERBROOK DR	Building - Residential	New Single Family Detached	9/16/2016	\$ 257,219.00
BPRES-001354-2016	1212 3RD AVE	Building - Residential	Alteration	9/19/2016	\$ 12,000.00
BPRES-001343-2016	2117 SOCIAL CIR	Building - Residential	New Single Family Attached	9/19/2016	\$ 246,399.00
BPRES-001351-2016	401 WATKINS AVE	Building - Residential	Roofs	9/19/2016	\$ 6,000.00
BPC-001363-2016	1981 AIRPORT RD	Building - Commercial	Communication Towers	9/20/2016	\$ 12,000.00
BPRES-001332-2016	2801 SAMANTHA LN	Building - Residential	New Single Family Detached	9/20/2016	\$ 178,035.00
BPRES-001374-2016	507 MORRIS AVE	Building - Residential	Roofs	9/21/2016	\$ 3,200.00
BPRES-001329-2016	1117 SAWYER DR	Building - Residential	New Single Family Detached	9/22/2016	\$ 202,978.00
BPRES-001386-2016	1607 INDIA RD	Building - Residential	Roofs	9/22/2016	\$ 2,590.00
BPRES-001376-2016	1713 2ND AVE	Building - Residential	Alteration	9/22/2016	\$ 8,600.00

BPC-001381-2016	2682 ENTERPRISE DR	Building - Commercial	Signs	9/22/2016	\$ 4,426.00
BPRES-001192-2016	3302 HEATHERBROOK DR	Building - Residential	New Single Family Detached	9/22/2016	\$ 323,501.00
BPRES-001392-2016	2106 QUAIL RDG	Building - Residential	Addition	9/23/2016	\$ 5,735.00
BPC-001384-2016	1000 JETER AVE	Building - Commercial	Alteration	9/26/2016	\$ 66,000.00
BPRES-001409-2016	1012 AUBURN ST	Building - Residential	Alteration	9/26/2016	\$ 16,900.00
BPRES-001365-2016	501 LORI LN	Building - Residential	New Single Family Detached	9/26/2016	\$ 245,752.00
BPC-001410-2016	1015 WESTPOINT PKWY	Building - Commercial	Communication Towers	9/27/2016	\$ 15,000.00
BPRES-001411-2016	1109 WEST ST	Building - Residential	Alteration	9/27/2016	\$ 9,330.00
BPRES-001345-2016	2119 SOCIAL CIR	Building - Residential	New Single Family Detached	9/27/2016	\$ 199,328.00
BPRES-001347-2016	3201 ALUMNI LN	Building - Residential	New Single Family Attached	9/27/2016	\$ 246,399.00
BPRES-001349-2016	3203 ALUMNI LN	Building - Residential	New Single Family Attached	9/27/2016	\$ 199,328.00
BPRES-001403-2016	715 LORI LN	Building - Residential	New Single Family Detached	9/27/2016	\$ 312,931.00
BPRES-001404-2016	717 LORI LN	Building - Residential	New Single Family Detached	9/27/2016	\$ 240,032.00
BPRES-001405-2016	719 LORI LN	Building - Residential	New Single Family Detached	9/27/2016	\$ 322,564.00
BPRES-001406-2016	800 LORI LN	Building - Residential	New Single Family Detached	9/27/2016	\$ 322,564.00
BPRES-001492-2016	2107 SANDERS CREEK DR	Building - Residential	New Single Family Detached	9/29/2016	\$ 291,794.00
BPRES-001495-2016	723 M L KING BLVD	Building - Residential	Roofs	9/29/2016	\$ 2,800.00
			Total:		\$ 4,650,764.00



Jeff Kappelman, Chief Building Inspector

**City Council**

204 South 7Th Street
Opelika, AL

ADOPTED**GENERAL BUSINESS (ID # 1936)**

Meeting: 10/18/16 07:00 PM

Department: City Clerk

Category: Request / Temp Street Closure

Prepared By: Robert Shuman

Initiator: Robert Shuman

Sponsors:

DOC ID: 1936

Request for the 2016 Collinwood Christmas Luminaries.

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

October 6, 2016

To the Honorable Mayor Gary Fuller and the Opelika City Council:

Re: **The Collinwood Christmas Luminaries**

Collinwood residents are making plans for their 49th year of Luminaries scheduled on Thursday, December 15th beginning at 5:00 p.m. We are grateful for the past assistance provided by the City of Opelika and again request your participation in this special Christmas event.

Listed below are the areas requiring the assistance of city workers:

CITY SHOPS

- Deposit sand at 2 designated areas one week prior to December 15th: (Dec 8)
East Collinwood between 1115 (Jernigan) and 1119 (Elisabeth Griffin)
West Collinwood between 1116 (Stanley Drake) and 1120 (Will Blevins)
- Clean the streets the morning of the Luminaries, Thursday, December 15th.
- Pick-up roadside trash (yard clippings/debris) on Thursday, December 15th.
- Provide and deliver barricades to designated locations (**Special Note below) on the morning of the event.

POLICE DEPARTMENT

- Put up barricades at 5:00 p.m. and direct traffic flow until the route is established.
- Remove barricades around 11:00 p.m.

OPELIKA LIGHT AND POWER

- Turn all Collinwood street lights “off” on the morning of December 15th.
- Turn street lights back “on” anytime after 11:00 p.m. on December 15th.
- Request temporary power on the pole at the Entrance (Loren Sutton) to Collinwood to light the entrance sign.

FIRE DEPARTMENT

- The Opelika Fire Department will be notified of the date and time of the Luminaries.

**** Special Note:**

The Luminaries follow a one-way route beginning on Collinwood Street at the intersection of North Tenth Street and Oakbowery Road. Automobiles are routed left on West Collinwood Circle (requires 3 barricades on Collinwood Street), a right on Collinwood Street (requires 2 barricades on E Collinwood Cir), a left on East Collinwood Circle, ending at the Nativity Scene (requires 2 barricades on E Collinwood Circle), then a right on McLure Avenue (1 barricade to keep any traffic from entering there).

If you need additional information, please give me a call. The 58 residents of Collinwood thank you again for your time and efforts in working with us to make this a very special holiday event for our community. Merry Christmas from Collinwood!

Sincerely,

Ruth Torbert
2016 Chairman
334-740-0005

**City Council**

204 South 7Th Street
Opelika, AL

ADOPTED**GENERAL BUSINESS (ID # 1928)**

Meeting: 10/18/16 07:00 PM
Department: Purchasing and Revenue
Category: Business & Alcohol License
Prepared By: Martha Wright

Initiator: Lillie Finley

Sponsors:

DOC ID: 1928

Asian KTV Request a Retail on Premise Beer & Wine License.

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



City Council

204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 1847)

Meeting: 10/18/16 07:00 PM
Department: Building Inspection
Category: Public Hearing
Prepared By: David Chapman
Initiator: Jeff Kappelman
Sponsors:

DOC ID: 1847

Public Hearing for Demolition - 204 2Nd Avenue

August 15, 2016

TO:

Cheri Ann Grainger
311 Bland Street
Valley, AL 36854

Ellis Warren Howard
311 Bland Street
Valley, AL 36854

Robert Guinn Howard
AIS#130546
Wm. E. Donaldson Correctional Facility
100 Warrior Lane
Bessemer, AL 35023

Brandy Rose Renfrow
512 Lee Road 124
Salem, AL 36804

Kenneth Rambo Howard
2069 Lee Road 117
Opelika, AL 36804

Citifinancial Corporation, LLC
1461 Gateway Drive
Opelika, AL 36801

Regions Bank
c/o Frank E. Bankston, Jr., Esq.
Webster, Henry, Lyons, White, Bradwell & Black, P.C.
P.O. Box 239
Montgomery, AL 30801

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, Cheri Ann Grainger, Ellis Warren Howard, Robert Guinn Howard, Brandy Rose Renfrow and Kenneth Rambo Howard are the owners of the real property described in this notice. Citifinancial Corporation, LLC is the mortgagee of record as shown from a search of the records of the Office of the Judge of Probate of Lee County, Alabama. Regions Bank is the owner of a judgment lien which is attached to the above-described property. The building is located on the following described real property, to-wit, which is described hereinafter as the “Subject Property”:

Street Address: 204 2nd Avenue, Opelika, AL 36801

Legal Description: Part of Lot 2A, Block 79, GRANT LANDS, according to and as shown by Totten’s Official Real Estate Map of the City of Opelika, 1930, of record in Town Plat Book 2 at Page 9 in the Office of the Judge of Probate of Lee County, Alabama and being more particularly described as follows: Commencing at the point where the northeast margin of North Third Street intersects with the northwest margin of Second Avenue; run thence north 42°08’ East for 200.2 feet to an iron pin found and the POINT OF BEGINNING of the parcel of land being herein described and conveyed: From said point of beginning, run thence North 45° 00’ West for 185.00 feet to an iron pin found located along a 20’ alley; run thence along the margin of said alley North 45°00’ East for 100.0 feet to an iron pin set; run thence South 45°00’ East for 172.00 feet to an iron pin found; run thence South 40°26’ West for 100.3 feet to the iron pin found at the POINT OF BEGINNING.

Parcel Identification Number: 43-10-03-07-1-002-041.000

As the Building Official of the City of Opelika, the undersigned inspected the building on the Subject Property on August 3, 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)

- ☐ (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.
- ☐ (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.

- ☐ (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.
- ☐ (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.
- ☐ (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.
- ☐ (8) The building does not provide minimum safeguards to protect or warn occupants in the event of fire.
- ☐ (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.

- ☐ (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.
- ☐ (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, October 18, 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 August, 2016.

Sincerely,

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







Attachment: Photos of 204 2nd Avenue (1847 : Public Hearing for Demolition - 204 2nd Avenue)



City Council

204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 1845)

Meeting: 10/18/16 07:00 PM
Department: Building Inspection
Category: Public Hearing
Prepared By: David Chapman
Initiator: Jeff Kappelman
Sponsors:

DOC ID: 1845

Public Hearing for Demolition - 1405 West Street

August 15, 2016

TO:

Frank Sims
2704 George Street
Gulfport, MS 39503

Daniel Sims
15310 Turlington
Harvey, IL 60426

Mary Bynum
1806 Trimble Street
Opelika, AL 36801

Catherine Sims
1806 Trimble Street
Opelika, AL 36801

Calvin Sims
1806 Trimble Street
Opelika, AL 36801

Booker T. Sims
1806 Trimble Street
Opelika, AL 36801

James Kinney Sims
1806 Trimble Street
Opelika, AL 36801

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. The City is informed and believes that Frank Sims, Daniel Sims, Mary Bynum, Catherine Sims, Calvin Sims, Booker T. Sims and James Kinney Sims are the owners 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: 1405 West Street, Opelika, AL 36801

Legal Description: A certain house and lot situated on the Southeast side of West Street, in the City of Opelika, in Lee County, Alabama, described as follows: To find the beginning point commence at the point where the westerly margin of Auburn Street, intersects the northeasterly margin of Kilgore Street (formerly Price Street), and thence run in a northwesterly direction along said margin of Kilgore Avenue for a distance of 380 feet to West Street, thence run in a Northeasterly direction along the southeasterly side of said West Street 303 feet to an iron stake, which point is the beginning point for the lot to be here described; and from this beginning point run in a southeasterly direction and parallel with Kilgore Avenue for a distance of 180 feet, thence run northeasterly and parallel with West Street 50 feet, thence run northwesterly and parallel with Kilgore Avenue for a distance of 180 feet to West Street and thence Southwesterly along the southeasterly side of West Street 50 feet to the beginning point, together with the dwelling and all other improvements thereon.

Parcel Identification Number: 43-10-04-18-2-002-046.000

As the Building Official of the City of Opelika, the undersigned inspected the building on the Subject Property on February 8, 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)

- ☒ (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.
- ☒ (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.
- ☐ (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.
- ☐ (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.
- ☐ (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 owners do 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, October 18, 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.

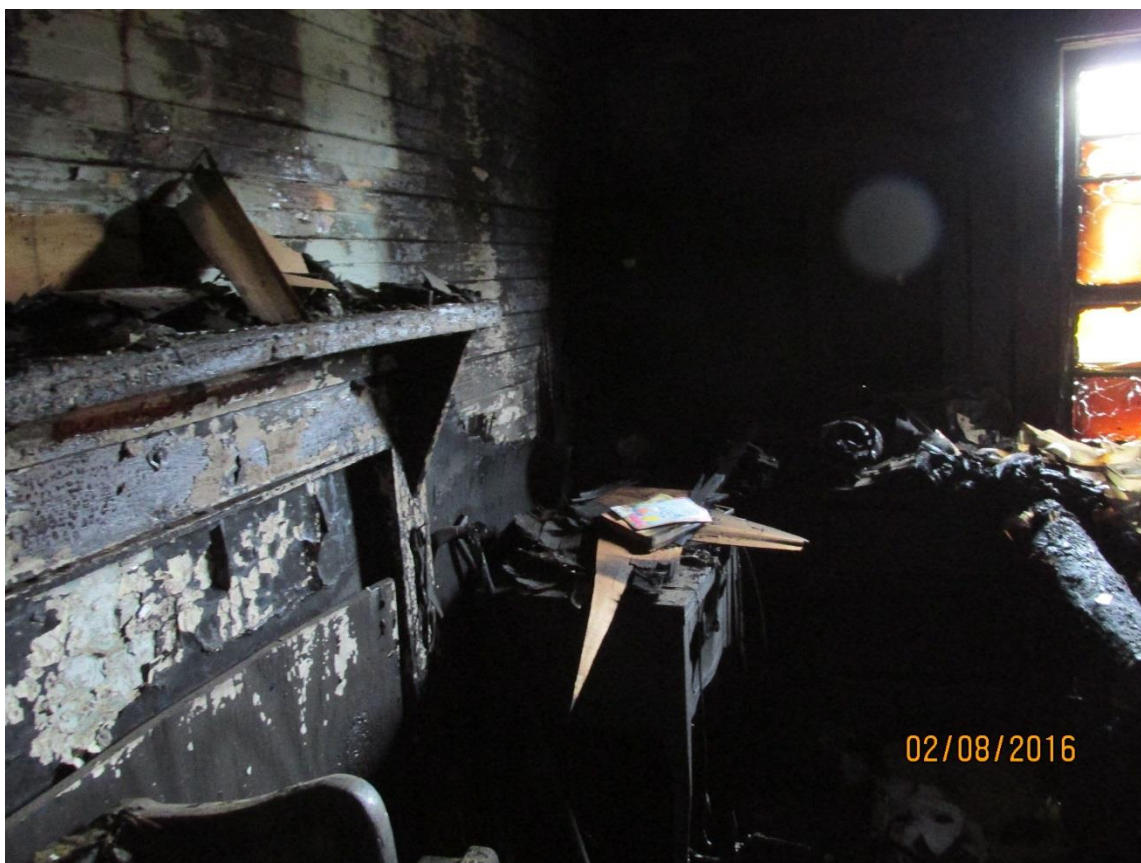
DATED this the ____ day of August, 2016.

Sincerely,

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



Attachment: Photos of 1405 West Street (1845 : Public Hearing for Demolition - 1405 West Street)





City Council

204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 1858)

Meeting: 10/18/16 07:00 PM

Department: Planning

Category: Public Hearing

Prepared By: Marty Ogren

Initiator: Gerald (Jerry) Kelley

Sponsors:

DOC ID: 1858 A

Public Hearing, Amend Zoning Ord. & Map, 3000 Columbus Parkway.

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Opelika will hold a Public Hearing on Tuesday, October 18, 2016, at 7:00 p.m. in the City Council Chambers of the Municipal Building, 204 S. 7th Street, Opelika, Lee County, Alabama.

PURPOSE

The purpose of said Public Hearing will be to consider the adoption of an ordinance to amend Ordinance Number 124-91 (entitled “Zoning Ordinance of the City of Opelika”) adopted on September 17, 1991 and the Zoning Map of the City of Opelika provided for and referred to therein. At said Public Hearing all who desire to be heard shall have the opportunity to speak for or in opposition to the adoption of the following ordinance:

ORDINANCE NO. _____

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 No. 124-91 entitled “Zoning Ordinance of the City of Opelika” 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 parcel of land hereinafter in this section described from one class of district to another class of district as follows:

- (a) From a R-1, GC District (Rural, Gateway Corridor Overlay District) to a C-2, GC District (Office/Retail, Gateway Corridor Overlay District), the parcel of land hereinafter described:

Commence at the northeast corner of Section 15, Township 19 North, Range 27 East, in Lee County, Alabama; thence run due West, 324.7 feet to an iron pin and the point of beginning of the parcel to be described herein. From said point of beginning, thence run North 32°33'50" East, 101.28 feet to a point; thence run North 89°10' East, 259.53 feet to a point; thence run South 58°19' East, 341.14 feet to a point; thence run South 01°52' West, 899.11 feet to a point on the northerly margin of the right of way of U.S. Highway 280/431 as it was located on August 16, 1982; thence run North 82°58'02" West along said margin, 651.8 feet to a point; thence run North 03°22'03" West, 399.65 feet to a point; thence run North 04°36'52" West, 156.06 feet to a point; thence run North 10°48'59" East, 368.07 feet to the point of beginning; containing 15.608 acres, more or less; subject to all easements and restrictions of record.

The above-described parcel is further described as 3000 Columbus Parkway, Opelika, AL

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 one (1) time in a newspaper of general circulation in the City of Opelika, Lee County, Alabama.

WITNESS my hand this the ____ day of _____, 2016.

CITY CLERK OF THE CITY OF OPELIKA, ALABAMA

TO: PUBLISHER

Opelika, Alabama 36801

Please publish the foregoing Notice one (1) time in the _____, 2016
issue of your paper.

CITY CLERK

City of Opelika

Planning Commission Report

Property Owner: Harold T. Howze (Representative) for Living Way Ministries

Location: 3000 Columbus Pkwy

Zoning Requested: C-2, GC

Existing Zoning/Land Use: R-1, GC (Vacant Residence)

Adjacent Zoning/Land Use: N: I-1 (Institutional District) & C-2 / Sewer Treatment Facility
S: Planning Jurisdiction
E: R-1 (Rural District)/Vacant with Floodplain
W: R-1/Single family Residence

Proposed Use: **Child Care Center**

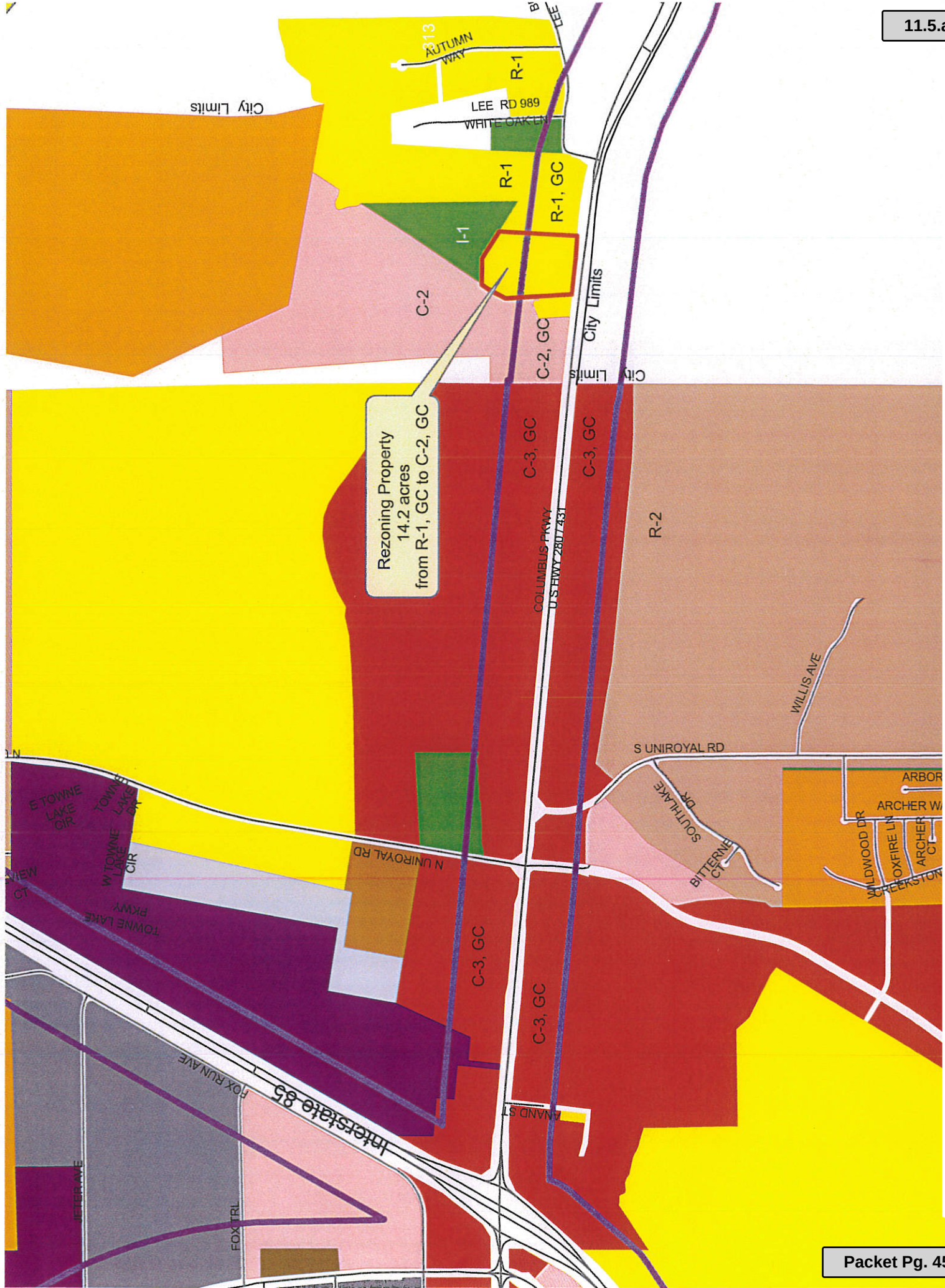
Staff Comments:

The applicant is requesting a zone change from R-1, GC to C-2 GC to permit a child care center in an existing structure. Minor renovations will be needed to the structure which may accommodate up to forty (40) children. If rezoned a conditional use is necessary as the property is in the Gateway Corridor. This facility is a relocation from their existing child care center at 1010 Old Columbus Road.

In the future, Living Way Ministries desires to move from 1100 Old Columbus Road and begin a new church campus at 3000 Columbus Parkway.

STAFF RECOMMENDATION: Approve the Rezoning from R-1, GC to C-2 GC

At the August 23rd meeting, the Planning Commission voted 6 to 0 to send a positive recommendation to the City Council to approve the rezoning request.





City Council

204 South 7Th Street
Opelika, AL

ADOPTED

BIDS 261-16

Meeting: 10/18/16 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Lillie Finley
Sponsors:
DOC ID: 1944

Repair Voltage Regulators - OPS

RESOLUTION NO. _____

WHEREAS, the Purchasing Department solicited bids for a contract to Repair Voltage Regulators for Opelika Power Services; and

WHEREAS, Solomon Corporation is the lowest responsible bidder meeting specifications; and

WHEREAS, this is a budgeted contract 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 Solomon Corporation on their low bid meeting specifications.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Solomon Corporation on an as needed basis.
3. That the Controller is authorized to adjust the budget as necessary for this contract.
4. That the Mayor is hereby authorized to sign all documents pertaining to this contract.

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

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

FACT SHEET

SUBJECT: Sealed Bid #16022 – We are asking the Council to approve a contract to Repair Voltage Regulators

FACTS:

- Bid opening date – 9/19/16
- User departments – Opelika Power Services
- The bid was mailed to 29 vendors
- 2 bids were received
- Budgeted contract
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend the contract be awarded to Solomon Corporation on their low bid meeting specifications on an as needed basis.**

Attachment: 10-18-16 - REPAIR VOLTAGE REGULATORS 16022 - BID PKT (261-16 : Repair Voltage Regulators - OPS)

BID# 16022 DATE: 9/19/16 DEPT: OPELIKA POWER SERVICES											29 VENDOR	12.1.a
DESCRIPTION: REPAIR VOLTAGE REGULATORS											2 BIDS RECEIVED	
	BASE REPAIR UNIT PRICE:				ADDITIONAL PARTS PRICE LIST UNIT PRICE:							
	ITEM #1: 333 KVA REGULATOR				ITEM #3: REPLACEMENT NAMEPLATE				ITEM #6: DRAIN VALVE			
	ITEM #2: 416 KVA REGULATOR				ITEM #4: BYPASS ARRESTOR				ITEM #7: BUSHING			
					ITEM #5: POSITION INDICATOR							
	ITEM #1	ITEM #2	ITEM #3		ITEM #4		ITEM #5		ITEM #6		ITEM #7	
VENDOR NAME			333 KVA	416 KVA	333 KVA	416 KVA	333 KVA	416 KVA	333 KVA	416 KVA	333 KVA	416 K
ALLCOMM WIRELESS INC												
ALTEC INDUSTRIES INC												
AMETEK/SOLIDSTATE CTRLS												
AUBURN AUTOMATION												
BRASFIELD SALES INC												
CORNING CABLE SYSTEMS LLC												
DELTA-STAR INC												
EAST AL ELECTRIC INC												
ELECTRO TEST												
EMERALD TRANSFORMER-FL	\$1,985.00	\$2,092.00	\$ 400.00	\$ 400.00	\$100.00	\$100.00	\$623.00	\$623.00	\$ 29.60	\$ 29.60	\$143.00	\$ 143.
FLORIDA TRANSFORMER INC												
G & W ELECTRIC												
GARRETT & SON INC												
MEGGER INC-PA												
MEGGER INC-TX												
OVERHEAD DOOR CO OF MONT												
POWER MONITORS INC												
POWER PRO-TECH SVCS INC												
PRICE SMALL ENGINES												
RADIODETECTION CORP												
RELIABLE EQUIPMENT & SVC												
SIEMENS ENGY/BRASFIELD SLS												
SOLOMON CORP-TN	\$2,000.00	\$2,250.00	NC	NC	\$100.00	\$100.00	\$900.00	\$900.00	\$ 35.00	\$ 35.00	\$100.00	\$ 100.
SUBSTATION SERVICE CO INC												
TOOL-SMITH CO INC												
UNITED POWER SERVICES INC												

Attachment: 10-18-16 - REPAIR VOLTAGE REGULATORS 16022 - BID PKT (261-16 : Repair Voltage

BID# 16022 DATE: 9/19/16 DEPT: OPELIKA POWER SERVICES										29 VENDOR		12.1.a	
DESCRIPTION: REPAIR VOLTAGE REGULATORS										2 BIDS RECEIVED			
ADDITIONAL PARTS PRICE LIST UNIT PRICE:													
ITEM #8: NEUTRAL CONTACT				ITEM #11: MOVING FINGERS, SET									
ITEM #9: STATIONARY CONTACT				ITEM #12 TAP CHANGER MOTOR									
ITEM #10: REVERSING CONTACT				ITEM #13: CONTROL CORD									
		ITEM #8		ITEM #9		ITEM #10		ITEM #11		ITEM #12		ITEM #13	
VENDOR NAME		333 KVA	416 KVA	333 KVA	416 KVA	333 KVA	416 KVA	333 KVA	416 KVA	333 KVA	416 KVA	333 KVA	416 K
ALLCOMM WIRELESS INC													
ALTEC INDUSTRIES INC													
AMETEK/SOLIDSTATE CTRLS													
AUBURN AUTOMATION													
BRASFIELD SALES INC													
CORNING CABLE SYSTEMS LLC													
DELTA-STAR INC													
EAST AL ELECTRIC INC													
ELECTRO TEST													
EMERALD TRANSFORMER-FL		\$ 141.50	\$ 141.50	\$ 53.44	\$ 53.44	\$145.60	\$145.60	\$180.75	\$180.75	\$1,605.00	\$1,605.00	\$350.00	\$ 350
FLORIDA TRANSFORMER INC													
G & W ELECTRIC													
GARRETT & SON INC													
MEGGER INC-PA													
MEGGER INC-TX													
OVERHEAD DOOR CO OF MONT													
POWER MONITORS INC													
POWER PRO-TECH SVCS INC													
PRICE SMALL ENGINES													
RADIODETECTION CORP													
RELIABLE EQUIPMENT & SVC													
SIEMENS ENGY/BRASFIELD SLS													
SOLOMON CORP-TN		\$ 150.00	\$ 150.00	\$ 130.00	\$ 130.00	\$ 75.00	\$ 75.00	\$360.00	\$360.00	\$ 400.00	\$ 400.00	\$10.00/ft	\$10.00
SUBSTATION SERVICE CO INC													
TOOL-SMITH CO INC													
UNITED POWER SERVICES INC													
												Packet Pg. 50	

Attachment: 10-18-16 - REPAIR VOLTAGE REGULATORS 16022 - BID PKT (261-16 : Repair Voltage

Attachment: 10-18-16 - REPAIR VOLTAGE REGULATORS 16022 - BID PKT (261-16 : Repair Voltage

BID# 16022 DATE: 9/19/16 DEPT: OPELIKA POWER SERVICES										29 VENDOR		12.1.a
DESCRIPTION: REPAIR VOLTAGE REGULATORS											2 BIDS RECEIVED	
ADDITIONAL PARTS PRICE LIST UNIT PRICE:												
ITEM #14: CONTROL BOX					ITEM #16: POSITION INDICATOR CABLE							
ITEM #15: J-BOLTS, SET					ITEM #17: CONDUIT TO CONTROL CABINET							
ITEM #14					ITEM #15		ITEM #16		ITEM #17			
VENDOR NAME	333 KVA	416 KVA	333 KVA	416 KVA	333 KVA	416 KVA	333 KVA	416 KVA	DEL	DISC		
ALLCOMM WIRELESS INC												
ALTEC INDUSTRIES INC												
AMETEK/SOLIDSTATE CTRLS												
AUBURN AUTOMATION												
BRASFIELD SALES INC												
CORNING CABLE SYSTEMS LLC												
DELTA-STAR INC												
EAST AL ELECTRIC INC												
ELECTRO TEST												
EMERALD TRANSFORMER-FL	\$ 250.00	\$ 250.00	\$ 91.00	\$ 91.00	\$173.33	\$173.33	INCL	INCL	45 days	--		
FLORIDA TRANSFORMER INC												
G & W ELECTRIC												
GARRETT & SON INC												
MEGGER INC-PA												
MEGGER INC-TX												
OVERHEAD DOOR CO OF MONT												
POWER MONITORS INC												
POWER PRO-TECH SVCS INC												
PRICE SMALL ENGINES												
RADIODETECTION CORP												
RELIABLE EQUIPMENT & SVC												
SIEMENS ENGY/BRASFIELD SLS												
SOLOMON CORP-TN	\$ 275.00	\$ 275.00	\$10.00/ea	\$10.00/ea	\$100.00	\$100.00	NC	NC	30-50 days	--		
SUBSTATION SERVICE CO INC												
TOOL-SMITH CO INC												
UNITED POWER SERVICES INC												

Attachment: 10-18-16 - REPAIR VOLTAGE REGULATORS 16022 - BID PKT (261-16 : Repair Voltage



City Council
204 South 7Th Street
Opelika, AL

ADOPTED

BIDS 262-16

Meeting: 10/18/16 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Lillie Finley
Sponsors:
DOC ID: 1945

Transformer Repair - OPS

RESOLUTION NO. _____

WHEREAS, the Purchasing Department solicited bids for a contract for Transformer Repair for Opelika Power Services; and

WHEREAS, Solomon Corporation is the lowest responsible bidder meeting specifications; and

WHEREAS, this is a budgeted contract 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 Solomon Corporation on their low bid meeting specifications.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Solomon Corporation on an as needed basis.
3. That the Controller is authorized to adjust the budget as necessary for this contract.
4. That the Mayor is hereby authorized to sign all documents pertaining to this contract.

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

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

FACT SHEET

SUBJECT: Sealed Bid #16023 – We are asking the Council to approve a contract for Transformer Repair

FACTS:

- Bid opening date – 9/19/16
- User departments – Opelika Power Services
- The bid was mailed to 29 vendors
- 2 bids were received
- Budgeted contract
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend the contract be awarded to Solomon Corporation on their low bid meeting specifications on an as needed basis.**

BID# 16023 DATE: 9/19/16 DEPT: OPELIKA POWER SERVICES									29 VENDOR	12.2.a
DESCRIPTION: TRANSFORMER REPAIR									2 BIDS RECEIVED	
	POLE MOUNTS									
	ITEM #1: 5 KVA TRANSFORMER				ITEM #5: 37.5 KVA TRANSFORMER					
	ITEM #2: 10 KVA TRANSFORMER									
	ITEM #3: 15 KVA TRANSFORMER									
	ITEM #4: 25 KVA TRANSFORMER									
	ITEM #1		ITEM #2		ITEM #3		ITEM #4		ITEM #5	
VENDOR NAME	REPAIR	REPLACE	REPAIR	REPLACE	REPAIR	REPLACE	REPAIR	REPLACE	REPAIR	REPLACE
ALLCOMM WIRELESS INC										
ALTEC INDUSTRIES INC										
AMETEK/SOLIDSTATE CONTROLS										
AUBURN AUTOMATION										
BRASFIELD SALES INC										
CORNING CABLE SYSTEMS LLC										
DELTA-STAR INC										
EAST AL ELECTRIC INC										
ELECTRO TEST										
EMERALD TRANSFORMER-FL	\$ 361.45	\$ 368.95	\$ 416.19	\$ 431.19	\$ 469.75	\$ 492.25	\$ 514.12	\$ 551.62	\$ 628.15	\$ 684.15
FLORIDA TRANSFORMER INC										
G & W ELECTRIC										
GARRETT & SON INC										
MEGGER INC-PA										
MEGGER INC-TX										
OVERHEAD DOOR CO OF MONTG										
POWER MONITORS INC										
POWER PRO-TECH SVCS INC										
PRICE SMALL ENGINES										
RADIODETECTION CORP										
RELIABLE EQUIPMENT & SERVICE										
SIEMENS ENERGY/BRASFIELD SLS										
SOLOMON CORP-TN	\$ 312.00	\$ 360.00	\$ 343.00	\$ 388.00	\$ 419.00	\$ 529.00	\$ 523.00	\$ 644.00	\$ 689.00	\$ 920.00
SUBSTATION SERVICE CO INC										
TOOL-SMITH CO INC										
UNITED POWER SERVICES INC										

Attachment: 10-18-16 - TRANSFORMER REPAIR 16023 - BID PKT (262-16 : Transformer Repair - OPS)

BID# 16023 DATE: 9/19/16 DEPT: OPELIKA POWER SERVICES									-	29 VENDOR	12.2.a
DESCRIPTION: TRANSFORMER REPAIR										2 BIDS RECEIVED	
	POLE MOUNTS										
	ITEM #6: 50 KVA TRANSFORMER										
	ITEM #7: 75 KVA TRANSFORMER										
	ITEM #8: 100 KVA TRANSFORMER										
	ITEM #9: 167 KVA TRANSFORMER										
	ITEM #6		ITEM #7		ITEM #8		ITEM #9				
VENDOR NAME	REPAIR	REPLACE	REPAIR	REPLACE	REPAIR	REPLACE	REPAIR	REPLACE			
ALLCOMM WIRELESS INC											
ALTEC INDUSTRIES INC											
AMETEK/SOLIDSTATE CONTROLS											
AUBURN AUTOMATION											
BRASFIELD SALES INC											
CORNING CABLE SYSTEMS LLC											
DELTA-STAR INC											
EAST AL ELECTRIC INC											
ELECTRO TEST											
EMERALD TRANSFORMER-FL	\$ 831.59	\$ 906.59	\$ 1,049.31	\$ 1,161.81	\$ 1,287.91	\$ 1,437.91	\$ 1,670.41	\$ 1,921.91			
FLORIDA TRANSFORMER INC											
G & W ELECTRIC											
GARRETT & SON INC											
MEGGER INC-PA											
MEGGER INC-TX											
OVERHEAD DOOR CO OF MONTG											
POWER MONITORS INC											
POWER PRO-TECH SVCS INC											
PRICE SMALL ENGINES											
RADIODETECTION CORP											
RELIABLE EQUIPMENT & SERVICE											
SIEMENS ENERGY/BRASFIELD SLS											
SOLOMON CORP-TN	\$ 810.00	\$ 1,163.00	\$ 1,110.00	\$ 1,491.00	\$ 1,263.00	\$ 1,703.00	\$ 1,561.00	\$ 2,102.00			
SUBSTATION SERVICE CO INC											
TOOL-SMITH CO INC											
UNITED POWER SERVICES INC											

Attachment: 10-18-16 - TRANSFORMER REPAIR 16023 - BID PKT (262-16 : Transformer Repair - OPS)

BID# 16023 DATE: 9/19/16 DEPT: OPELIKA POWER SERVICES									29 VENDOR	12.2.a
DESCRIPTION: TRANSFORMER REPAIR									2 BIDS RECEIVED	
	1 PH PAD MOUNTS				3 PH PAD MOUNTS					
	ITEM #10: 25 KVA TRANSFORMER				ITEM #14: 75 KVA TRANSFORMER					
	ITEM #11: 50 KVA TRANSFORMER				ITEM #15: 150 KVA TRANSFORMER					
	ITEM #12: 75 KVA TRANSFORMER				ITEM #16: 300 KVA TRANSFORMER					
	ITEM #13: 100 KVA TRANSFORMER									
VENDOR NAME	ITEM #10	ITEM #11	ITEM #12	ITEM #13	ITEM #14	ITEM #15	ITEM #16			
ALLCOMM WIRELESS INC										
ALTEC INDUSTRIES INC										
AMETEK/SOLIDSTATE CONTROLS										
AUBURN AUTOMATION										
BRASFIELD SALES INC										
CORNING CABLE SYSTEMS LLC										
DELTA-STAR INC										
EAST AL ELECTRIC INC										
ELECTRO TEST										
EMERALD TRANSFORMER-FL	\$ 1,204.59	\$ 1,277.08	\$ 1,368.41	\$ 1,582.86	\$ 3,695.12	\$ 4,336.59	\$ 5,957.29			
FLORIDA TRANSFORMER INC										
G & W ELECTRIC										
GARRETT & SON INC										
MEGGER INC-PA										
MEGGER INC-TX										
OVERHEAD DOOR CO OF MONTG										
POWER MONITORS INC										
POWER PRO-TECH SVCS INC										
PRICE SMALL ENGINES										
RADIODETECTION CORP										
RELIABLE EQUIPMENT & SERVICE										
SIEMENS ENERGY/BRASFIELD SLS										
SOLOMON CORP-TN	\$ 1,070.00	\$ 1,239.00	\$ 1,390.00	\$ 1,667.00	\$ 3,179.00	\$ 3,739.00	\$ 5,184.00			
SUBSTATION SERVICE CO INC										
TOOL-SMITH CO INC										
UNITED POWER SERVICES INC										

Attachment: 10-18-16 - TRANSFORMER REPAIR 16023 - BID PKT (262-16 : Transformer Repair - OPS)

BID# 16023 DATE: 9/19/16 DEPT: OPELIKA POWER SERVICES								29 VENDORS	12.2.a
DESCRIPTION: TRANSFORMER REPAIR								2 BIDS RECEIVED	
	ITEM #17: NON PCB CAPACITORS DISPOSAL								
	ITEM #18: SALVAGE VALUE OF POLE MOUNT TRANSFORMERS								
	ITEM #19: SALVAGE VALUE OF PAD MOUNT TRANSFORMERS								
VENDOR NAME	ITEM #17	ITEM #18	ITEM #19	DELIVERY	DISCOUNT	TERMS			
ALLCOMM WIRELESS INC									
ALTEC INDUSTRIES INC									
AMETEK/SOLIDSTATE CONTROLS									
AUBURN AUTOMATION									
BRASFIELD SALES INC									
CORNING CABLE SYSTEMS LLC									
DELTA-STAR INC									
EAST AL ELECTRIC INC									
ELECTRO TEST									
EMERALD TRANSFORMER-FL	\$ 1.00	\$ 1.50	\$ 1.50	45 days	--	--			
FLORIDA TRANSFORMER INC									
G & W ELECTRIC									
GARRETT & SON INC									
MEGGER INC-PA									
MEGGER INC-TX									
OVERHEAD DOOR CO OF MONTG									
POWER MONITORS INC									
POWER PRO-TECH SVCS INC									
PRICE SMALL ENGINES									
RADIODETECTION CORP									
RELIABLE EQUIPMENT & SERVICE									
SIEMENS ENERGY/BRASFIELD SLS									
SOLOMON CORP-TN	\$ 2.00	\$ 0.731	\$ 0.261	30-50 days	--	--			
SUBSTATION SERVICE CO INC									
TOOL-SMITH CO INC									
UNITED POWER SERVICES INC									

Attachment: 10-18-16 - TRANSFORMER REPAIR 16023 - BID PKT (262-16 : Transformer Repair - OPS)



City Council

204 South 7Th Street
Opelika, AL

ADOPTED

BIDS 263-16

Meeting: 10/18/16 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Lillie Finley
Sponsors:
DOC ID: 1946

Uniform Purchases - OPS

RESOLUTION NO. _____

WHEREAS, the Purchasing Department solicited sealed bids for a contract for Uniform Purchases for Opelika Power Services; and

WHEREAS, Perfect Fit Image 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 Perfect Fit Image on their low bid meeting specifications.
2. That the Purchasing-Revenue Manager be authorized to issue a purchase order to Perfect Fit Image on an as needed basis.
3. That the Mayor is hereby authorized to sign all documents pertaining to this contract.
4. That the Controller be authorized to adjust the budget as necessary for this contract.

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

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

FACT SHEET

SUBJECT: Sealed Bid #16039 – We are asking the council to approve a contract for Uniform Purchases

FACTS:

- Bid opening date – 9/26/16
- User department(s) – Opelika Power Services
- The bid was mailed to 10 vendors
- 3 bids were received
- Budgeted purchase
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend the contract be awarded to Perfect Fit Image on their low bid meeting specifications.**

[illegible]



City Council
204 South 7Th Street
Opelika, AL

ADOPTED

BIDS 264-16

Meeting: 10/18/16 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Lillie Finley
Sponsors:
DOC ID: 1947

Service Installation Materials - OPS

RESOLUTION NO. _____

WHEREAS, the Purchasing Department solicited sealed bids for a contract for Service Installation Materials for Opelika Power Services; and

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

WHEREAS, this is a budgeted purchase from System Expansion and Upgrades;

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

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

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

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

FACT SHEET

SUBJECT: Sealed Bid #16041 – We are asking the council to approve a contract for Service Installation Materials

FACTS:

- Bid opening date – 10/3/16
- User Department(s) – Opelika Power Services
- The bid was mailed to 29 vendors
- 1 bid was received
- Budgeted purchase
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend award Contract to on Advanced Media Technologies on their sole bid meeting specifications.**

BID# 16041 DATE: 10/3/16 DEPT: OPS							29 VENDORS INVITED	
DESCRIPTION: SERVICE INSTALLATION MATERIALS							1 BID RECEIVED	
		NOKIA 7369 ONT EQUIPMENT - QTY (500):						
		ITEM #1: HARDWARE 3FE52966AA/DESCRIPTION: O-221H-P ONT						
		ITEM #2: SOFTWARE 301049607/DESCRIPTION: SSP-AMS/7330/7342/7360 PER LINE						
VENDOR	ITEM 1	EXT. PRICE	BRAND	ITEM 2	EXT. PRICE	BRAND	TERMS	DISC
ACCU-TECH CORPORATION								
ADVANCED MEDIA TECHNOLOGIES	\$ 295.00	\$ 147,500.00	Nokia	\$ -	\$ -	Nokia	--	--
AFFORDCOM								
AFL TELECOMMUNICATIONS LLC								
ANIXTER INC								
BRUMFIELD ELECTRICAL & COMM								
CABLEXPRESS CORP/CXTEC								
FIBER INSTRUMENT SALES INC								
GHMR								
GRAYBAR ELECTRIC CO-AL								
GRAYBAR ELECTRIC CO-GA								
GRAYBAR ELECTRIC CO-NC								
GRESKO/CAPSTONE UTILITY SUPPLY								
GT KEY CO INC								
H D SUPPLY POWER SOLUTIONS LTD								
INLINE ELECTRIC SUPPLY								
INTERSTATE ELECTRICAL SUPPLY								
MARKERTEK VIDEO SUPPLY								
MEGA HERTZ SALES COMPANY								
NOKIA								
PCMG INC								
PCTEL CONNECTED SOLUTIONS								
PI MANUFACTURING CORP								
POWER & TELEPHONE SUPPLY COMPANY								
STUART C IRBY CO								
T & C SPECIALTY DISTRIBUTORS INC								
TELECOM NETWORK SOLUTIONS INC								
TTM SOLUTIONS								
WESCO DISTRIBUTION INC								

RESOLUTION NO. 265-16

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
-----	-----	
Jon Hayes	Accounting	84.78
Terence White	I/T	46.17
Rachel Dennis	Planning	321.84
Larry Prince	OPS	328.32
Larr Prince	OPS	102.60
Mark Johnson	OPS	102.60
Bret Rayburn	OPS	222.74
Lori Huguley	E/D	5,030.16
Guy Gunter	City Attorney	14.00
Dorothy Daniels	Municipal Court	292.57
Jamie Payne	Municipal Court	282.51

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

expense reports.

- 5) That the City Treasurer is authorized to sign said check so it can be delivered to the appropriate City employee or official.

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

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

ATTEST:

Robert G. Shuman, CMC
City Clerk - City Treasurer

EXPENSE REPORT

NAME

Don Hayes

DEPARTMENT

Accounting

PERIOD ENDING

9-30-16

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

DAY	CITY AND STATE	TRANSPORTATION				BUSINESS MEALS			ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
		LODGING	AIR, RAIL, ETC.	RENTAL CAR, LIMO, ETC.	LOCAL TAXI, TOLLS & PUB- LIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH			
SUN											
MON											
TUE											
WED											
THU											
FRI										8478	
SAT											
WEEKLY CATEGORY TOTALS \$										8478	
										8478	

WEEKLY TOTAL OF EXPENSES \$

NUMBER OF DAYS AWAY FROM HOME

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM MY ADVANCE OR ☐ MAIL TO:

SIGNATURE
APPROVED BY
Don Hayes
Cynthia L. Hayes

44B-950N • Carbonless Speediset® Forms
©1998 Radform

ITEMIZED ENTERTAINMENT AND BUSINESS MEALS				% OR \$ ALLOCATED TO BUSINESS																
DATE	NAME OF PERSON(S) ENTERTAINED; COMPANY, TITLE	TIME & PLACE	NATURE & PURPOSE OF ENTERTAINMENT		AMOUNT															
			Agree To P.O. Exts Verified Footing Verified Inv. Price Bio Price Ok To Pay A/C # Verified																	
<table border="1"> <thead> <tr> <th colspan="2">ITEMIZED AUTOMOBILE EXPENSES</th> <th colspan="2">ITEMIZED MISCELLANEOUS EXPENSES</th> </tr> <tr> <th>DATE</th> <th>MILEAGE, GAS, PARKING, REPAIRS, ETC.</th> <th>DATE</th> <th>ITEMS</th> </tr> </thead> <tbody> <tr> <td>9-30-16</td> <td>Misc mileage (See spreadsheet)</td> <td></td> <td></td> </tr> <tr> <td></td> <td>8478</td> <td></td> <td></td> </tr> </tbody> </table>					ITEMIZED AUTOMOBILE EXPENSES		ITEMIZED MISCELLANEOUS EXPENSES		DATE	MILEAGE, GAS, PARKING, REPAIRS, ETC.	DATE	ITEMS	9-30-16	Misc mileage (See spreadsheet)				8478		
ITEMIZED AUTOMOBILE EXPENSES		ITEMIZED MISCELLANEOUS EXPENSES																		
DATE	MILEAGE, GAS, PARKING, REPAIRS, ETC.	DATE	ITEMS																	
9-30-16	Misc mileage (See spreadsheet)																			
	8478																			

WHITE - ORIGINAL CANARY - DUPLICATE

REDIFORM

Attachment: CM 10-18-16, expense reports (265-16 : Expense Reports from Various Departments.)

EXPENSE REPORT

PERIOD ENDING

9/8/2016

DEPARTMENT

Department Information Technology

NAME

Name Terence J. White

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	BREAKFAST	LUNCH	DINNER							
SUN												0.00				
MON												0.00				
TUE												0.00				
WED												0.00				
THU												0.00				
FRI												0.00				
SAT												0.00				
WEEKLY CATEGORY TOTALS \$											0.00	0.00	0.00	0.00	0.00	46.17

DATE	NAME OF PERSON(S) ENTERTAINED; COMPANY, TITLE	TIME & PLACE	NATURE & PURPOSE OF ENTERTAINMENT	AMOUNT	% OR \$ ALLOCATED TO BUSINESS
5/13-9/8	City Of Opelika	see attached form	IT repairs	46.17	

ITEMIZED AUTOMOBILE EXPENSES		ITEMIZED MISCELLANEOUS EXPENSES	
DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	DATE	ITEMS
9/16	Gas reimbursement 85.5m x 0.59		

Signature: Terence J. White

EXPENSE REPORT

PERIOD ENDING

DEPARTMENT

OPS

NAME

Larry Prince

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS			ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL			
			AIR RAIL ETC	RENTAL CAR LIMO ETC	LOCAL TAXI TOLLS & PUB- LIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER						
SUN												0.00			
MON	From Opelika to Nashville					164.16						164.16			
TUE												0.00			
WED												0.00			
THU												0.00			
FRI	From Nashville to Opelika					164.16						164.16			
SAT												0.00			
WEEKLY CATEGORY TOTALS \$											0.00	0.00	0.00	0.00	328.32

RECEIVED
OCT 13 2016

WEEKLY TOTAL EXPENSES

NUMBER OF DAYS AWAY FROM HOME
5 Days

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS
0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS
0%

NATURE OR PURPOSE OF TRAVEL
To participate in the TVPPA Certified Power Technology Program

METHOD OF REIMBURSEMENT
☐ DEDUCT FROM MY ADVANCE ☒ MAIL TO

Send check to Larry Prince @ OPS

SIGNATURE
Larry Prince
APPROVED BY

13.1.a

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

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

Attachment: CM 10-18-16, expense reports (265-16 : Expense Reports from Various Departments.)

EXPENSE REPORT

PERIOD ENDING

DEPARTMENT

OPS

NAME

Larry Prince

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS			ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL				
			AIR RAIL ETC	RENTAL CAR LIMO ETC	LOCAL TAXI, TOLLS & PUB- LIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER							
SUN												0.00				
MON	To Atl. Airport from Opelika						51.30					51.30				
TUE												0.00				
WED												0.00				
THU												0.00				
FRI	To Opelika from Atl. Airport						51.30					51.30				
SAT												0.00				
WEEKLY CATEGORY TOTALS \$											0.00	0.00	0.00	0.00	0.00	102.60

WEEKLY TOTAL EXPENSES

NUMBER OF DAYS AWAY FROM HOME
5 Days

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS
0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS
0%

NATURE OR PURPOSE OF TRAVEL
NISC training in St. Louis Missouri

METHOD OF REIMBURSEMENT
☐ DEDUCT FROM MY ADVANCE
☒ MAIL TO

Send Check to Larry Prince @ OPS

Signature: *Larry Prince*
 Approved By: *Larry Prince*

13.1.a

DATE	NAME OF PERSON(S) ENTERTAINED COMPANY TITLE	TIME & PLACE	NATURE & PURPOSE OF ENTERTAINMENT	AMOUNT	% OR \$ ALLOCATED TO BUSINESS
			Agree To P.O. Exts. Verified		
			Existing Verified Inv. Price Bio Price		
			Ok To Pay A/C # Verified		

ITEMIZED MISCELLANEOUS EXPENSES	
DATE	AMOUNT

ITEMIZED AUTOMOBILE EXPENSES	
DATE	AMOUNT
10/3	51.30
10/7	51.30

PERIOD ENDING

OPS

Mark Johnson

WEEKLY TOTAL EXPENSES

NISC training in St. Louis Missouri

☒ MAIL TO

SIGNATURE

APPROVED BY

Attachment: CM 10-18-16, expense reports (265-16 : Expense Reports from Various Departments.)

ITEMIZED MISCELLANEOUS EXPENSES

Packet Pg. 74

EXPENSE REPORT

PERIOD ENDING

DEPARTMENT

OPS

NAME

Bret Rayburn

DAY	CITY AND STATE	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		BREAKFAST	LUNCH			
SUN	Leaving for Chattanooga, TN										8.55
MON								9.65			40.18
TUE								11.43			25.45
WED								19.81			59.14
THU								14.42			39.42
FRI	Return from Chattanooga, TN				50.00						50.00
SAT											0.00
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	50.00	0.00	0.00	55.31	117.43	0.00	222.74

WEEKLY TOTAL EXPENSES

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

NUMBER OF DAYS AWAY FROM HOME

5 Days

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

0%

NATURE OR PURPOSE OF TRAVEL

TVPPA Subatation Maintenance Course

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM MY ADVANCE

☒ MAIL TO

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC	AMOUNT

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT
9/30	Fuel Cost	50.00

Send check to Bret Rayburn @ OPS

EXPENSE REPORT

PERIOD ENDING

10/11/2016

DEPARTMENT

Department Legal

NAME

Name Guy F. Gunter, III

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS			ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL					
			AIR RAIL, ETC	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUB- LIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER								
SUN												0.00					
MON												0.00					
TUE	Opelika, AL Jeff Hilyer Closing										14.00	14.00					
WED												0.00					
THU												0.00					
FRI												0.00					
SAT												0.00					
WEEKLY CATEGORY TOTALS \$												0.00	0.00	0.00	0.00	14.00	14.00

WEEKLY TOTAL EXPENSES

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

NUMBER OF DAYS AWAY FROM HOME

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL

METHOD OF REIMBURSEMENT

DEDUCT FROM

NY ADVANCE

MAIL TO

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT
10/11	Record Deed Hilyer Property	14.00

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT

Guy F. Gunter, III

City Attorney

Opelika, AL 36801

SIGNATURE

APPROVED BY

13.1.a

EXPENSE REPORT

PERIOD ENDING

NAME Dorothy Daniels
 DEPARTMENT Municipal Court
 Department

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	BREAKFAST	LUNCH	DINNER				
SUN 9-25-16	Orange Beach, AL					Mileage 275.40						275.40
MON												0.00
TUE												0.00
WED 9-21-16	Orange Beach, AL											0.00
THU 9-22-16	Orange Beach, AL											0.00
FRI 9-23-16	Orange Beach, AL											0.00
SAT 9-24-16	Orange Beach, AL											0.00
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	0.00	275.40	0.00	17.17	0.00	0.00	0.00	292.57

RECEIVED
OCT 10 2016

DATE	NAME OF PERSON(S) ENTERTAINED, COMPANY, TITLE	TIME & PLACE	NATURE & PURPOSE OF ENTERTAINMENT	AMOUNT	% OR \$ ALLOCATED TO BUSINESS
			Agree To		
			Ex's Verified Footing V...		
			Price Bid		
			Ok To Pay		
			Q # Verified		

ITEMIZED AUTOMOBILE EXPENSES		ITEMIZED MISCELLANEOUS EXPENSES	
DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	DATE	ITEMS
9-21-16	255 X 2 = 510 X .57		
9-22-16			
9-23-16			
9-24-16			
9-25-16			

METHOD OF REIMBURSEMENT
☐ DEDUCT FROM MY ADVANCE
☒ MAIL TO

SIGNATURE [Signature]

SIGNATURE [Signature]
 APPROVED BY

13.1.a

EXPENSE REPORT

PERIOD ENDING

DEPARTMENT
Department

NAME
Name

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS			ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL				
			AIR RAIL, ETC.	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUB- LIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER							
SUN 9/25	Orange A1											0.00				
MON												0.00				
TUE												0.00				
WED 9/26	Orange A1											7.11				
THU 9/27	Krystal											0.00				
FRI 9/28												0.00				
SAT 9/29												0.00				
WEEKLY CATEGORY TOTALS \$											0.00	0.00	0.00	0.00	0.00	222.51

WEEKLY TOTAL EXPENSES

NUMBER OF DAYS AWAY FROM HOME

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL

TO Attend Magistrate
Graduation

METHOD OF REIMBURSEMENT

DEDUCT FROM MY ADVANCE

MAIL TO

OFF m.ing

SIGNATURE
APPROVED BY

James Payne
James Payne

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

ITEMIZED AUTOMOBILE EXPENSES			ITEMIZED MISCELLANEOUS EXPENSES		
DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT	DATE	ITEMS	AMOUNT
9/25/10					
9/25/10	255 x 2 = 510 x .54	278.40			

RESOLUTION NO. 266-16

Purchase - One (1) 2016 Chevrolet Tahoe 2WD LTZ - OPS**RESOLUTION NO.** _____

WHEREAS, Opelika Power Services desires to purchase one (1) 2016 Chevrolet Tahoe 2WD LTZ with certain options utilizing the State of Alabama Contract #T191A; and

WHEREAS, Donohoo Chevrolet is the State Contract Vendor for the 2016 Chevrolet Tahoe; and

WHEREAS, this is a budgeted purchase;

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

1. That the purchase be awarded to Donohoo Chevrolet utilizing the State of Alabama Contract.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Donohoo Chevrolet in the total amount of \$50,670.85.
3. That the Controller be 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

Contract # 4013406

Prepared For:
 Stacey A. Bryson
 Opelika Power
 Opelika, AL
 Email: Stacey.Bryson@opelika
 apower.com

Prepared By:
 Jake Harris
 DONOHOO CHEVROLET
 1000 GREENHILL BLVD. NW
 FORT PAYNE, AL 35967
 Phone: (256) 845-3525
 Fax: (256) 845-5364
 Email:
 jharris@donohoochevrolet.com

2016 Fleet/Non-Retail Chevrolet Tahoe 2WD 4dr LTZ CC15706

SELECTED MODEL & OPTIONS

SELECTED MODEL - 2016 Fleet/Non-Retail CC15706 2WD 4dr LTZ

<u>Code</u>	<u>Description</u>	<u>Invoice</u>
CC15706	2016 Chevrolet Tahoe 2WD 4dr LTZ	

SELECTED VEHICLE COLORS - 2016 Fleet/Non-Retail CC15706 2WD 4dr LTZ

<u>Code</u>	<u>Description</u>
-	Interior: Cocoa/Dune
-	Exterior 1: Summit White
-	Exterior 2: No color has been selected.

SELECTED OPTIONS - 2016 Fleet/Non-Retail CC15706 2WD 4dr LTZ

<u>CATEGORY</u>		
<u>Code</u>	<u>Description</u>	<u>Invoice</u>
EMISSIONS		
FE9	EMISSIONS, FEDERAL REQUIREMENTS	\$0.00
ENGINE		
L83	ENGINE, 5.3L ECOTEC3 V8 WITH ACTIVE FUEL MANAGEMENT, DIRECT INJECTION AND VARIABLE VALVE TIMING includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 N-m] @ 4100 rpm) (STD)	\$0.00
TRANSMISSION		
MYC	TRANSMISSION, 6-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED with overdrive and tow/haul mode (STD)	\$0.00
AXLE		
GU6	REAR AXLE, 3.42 RATIO (Included and only available with (NHT) Maximum Trailering Package.)	INC
PREFERRED EQUIPMENT GROUP		
1LZ	LTZ PREFERRED EQUIPMENT GROUP Includes Standard Equipment	\$0.00
WHEEL TYPE		

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 456.0, Data updated 9/13/2016
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Customer File:

September 15, 2016 12:39:48 PM

Page 1

Attachment: 10-18-16 - ONE (1) 2016 CHEVROLET TAHOE 2WD LTZ - STATE CONTRACT T191A - CNCL PKT (266-16 : Purchase - One (1) 2016

Prepared For:
 Stacey A. Bryson
 Opelika Power
 Opelika, AL
 Email: Stacey.Bryson@opelika
 apower.com

Prepared By:
 Jake Harris
 DONOHOO CHEVROLET
 1000 GREENHILL BLVD. NW
 FORT PAYNE, AL 35967
 Phone: (256) 845-3525
 Fax: (256) 845-5364
 Email:
 jharris@donohoochevrolet.com

2016 Fleet/Non-Retail Chevrolet Tahoe 2WD 4dr LTZ CC15706

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2016 Fleet/Non-Retail CC15706 2WD 4dr LTZ

CATEGORY

<u>Code</u>	<u>Description</u>	<u>Invoice</u>
WHEEL TYPE		
RD4	WHEELS, 20" X 9" (50.8 CM X 22.9 CM) POLISHED-ALUMINUM (STD)	\$0.00
TIRES		
QSS	TIRES, P275/55R20 ALL-SEASON, BLACKWALL (STD)	\$0.00
PAINT SCHEME		
ZY1	PAINT SCHEME, SOLID APPLICATION	\$0.00
PAINT		
GAZ	SUMMIT WHITE	\$0.00
SEAT TYPE		
AN3	SEATING, FRONT BUCKET WITH PERFORATED LEATHER-APPOINTED HEATED AND COOLED SEAT CUSHIONS 12-way power driver and passenger seat includes 6-way power cushions, driver seat 2-position memory, 4-way power lumbar control and power recline (STD)	\$0.00
SEAT TRIM		
H2Y	COCOA/DUNE, PERFORATED LEATHER-APPOINTED SEAT TRIM (Interior color has lighter/darker two-tone effect)	\$0.00
RADIO		
IO6	AUDIO SYSTEM, CHEVROLET MYLINK RADIO WITH NAVIGATION AND 8" DIAGONAL COLOR TOUCH-SCREEN AM/FM stereo, seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; voice-activated technology for radio and phone; featuring Apple CarPlay capability for compatible phone; includes 5 USB ports and 1 auxiliary jack (STD)	\$0.00
ADDITIONAL EQUIPMENT		
NHT	MAX TRAILERING PACKAGE (Includes (GU6) 3.42 rear axle ratio and (JL1) Trailer brake controller. 4WD models also includes (NQH) 2-speed active Transfer case.)	\$273.00
JL1	TRAILER BRAKE CONTROLLER, INTEGRATED (Included and only available with (NHT) Maximum Trailering Package.)	INC
VK3	LICENSE PLATE FRONT MOUNTING PACKAGE (Included on orders with ship-to-states that require a front license plate.)	\$0.00

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2016 Fleet/Non-Retail Chevrolet Tahoe 2WD 4dr LTZ CC15706

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2016 Fleet/Non-Retail CC15706 2WD 4dr LTZ

<u>CATEGORY</u>		
<u>Code</u>	<u>Description</u>	<u>Invoice</u>
ADDITIONAL EQUIPMENT		
VAV	LPO, ALL-WEATHER FLOOR MATS (dealer-installed)	\$204.75
OPTIONS TOTAL		\$477.75

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2016 Fleet/Non-Retail Chevrolet Tahoe 2WD 4dr LTZ CC15706

PRICING SUMMARY

PRICING SUMMARY - 2016 Fleet/Non-Retail CC15706 2WD 4dr LTZ

	<u>Invoice</u>
2016 State Br 2WD TAHOE	\$ 36,996.00
2017 GM Price Reduction	- 2,335.00
	\$34,661.00
Upgrade to 2WD TAHOE Premier (LTZ)	+ \$15,382.10
	\$50,043.10
<u>Options:</u>	+ \$477.75
	\$50,520.85
DELV. \$ 150.00	
	50,670.85
	EACH

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PROG ID: POCNBK3A

STATE OF ALABAMA
DEPARTMENT OF FINANCE
DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

VEHICLES - ALTERNATIVE FUEL
CONTRACT

T-NUMBER..... 8 T191A
USAGE..... STATEWIDE CONTRACT
PERIOD..... : NOVEMBER 17, 2015 TO NOVEMBER 15, 2016
SOLICITATION NO : 2274029

CONTRACT BUYER..... : PAT HEMME

BUYER PHONE.. : (334) 242-7173 PURCHASING NUMBER..... : (334) 242-7250
FAX NUMBER... : (334) 242-4419
DATE PRINTED. : 04/01/16

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

TERMS AND CONDITIONS

FAMILIARIZE YOURSELF WITH THIS CONTRACT AND THE TERMS AND CONDITIONS
REGARDING THE RESPONSIBILITIES OF THE STATE AND THE VENDORS.

* * * * *

* IT IS THE RESPONSIBILITY OF THE ORDERING AGENCY TO MAKE SURE THAT *
* ALL OF THE INFORMATION SUBMITTED ON THEIR REQUISITION IS CORRECT. *
* ALWAYS BE SURE TO RECHECK YOUR COMMODITY NUMBERS. AS SOON AS YOUR *
* PURCHASE ORDER ARRIVES, CHECK IT FOR ACCURACY. IF THERE ARE ANY *
* DISCREPANCIES, PLEASE NOTIFY THE VENDOR FIRST, THEN CONTACT THE *
* BUYER LISTED ON THE FRONT OF THIS CONTRACT AS SOON AS POSSIBLE. *
* IN MOST INSTANCES, PROBLEMS CAN BE CORRECTED. *
* *
* COMPLAINTS MUST BE DOCUMENTED & SUBMITTED TO THE BUYER IN WRITING. *
* *
* * * * *

SOLICITATION NUMBER : 2274029

PURPOSE:
THIS CONTRACT IS FOR ALTERNATIVE FUEL (E85) VEHICLES FOR STATE
AGENCIES. PRICING MAY BE MADE AVAILABLE TO OTHER LOCAL GOVERNMENTAL
AGENCIES, SUCH AS CITIES, COUNTIES, SCHOOLS, UNIVERSITIES, ETC..
NON-GOVERNMENT AGENCIES, SUCH AS NON-PROFIT, ARE NOT ELIGIBLE TO
PURCHASE FROM THIS CONTRACT REGARDLESS OF FUNDING.

PAYMENT TERMS:
ALL STATE AGENCIES AND UNIVERSITIES PAYMENT TERMS ARE NET 30 AFTER

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

TERMS AND CONDITIONS

VEHICLE DELIVERY AND RECEIPT OF CORRECT INVOICE.

ALL OTHER LOCAL GOVERNMENTAL ENTITIES PAYMENT TERMS ARE UPON VEHICLE
DELIVERY AND RECEIPT OF CORRECT INVOICE.

* NOTE: VENDORS MAY CHARGE STATE OR OTHER GOVERNMENTAL ENTITIES
PURCHASING FROM THIS CONTRACT INTEREST ON LATE PAYMENTS, IN

Attachment: 10-18-16 - ONE (1) 2016 CHEVROLET TAHOE 2WD LTZ - STATE CONTRACT T191A - CNCL PKT (266-16 : Purchase - One (1) 2016

VEHICLE, MID-SIZE SUV, ALTERNATIVE FUEL,
4-WHEEL DRIVE, 7 PASSENGER MINIMUM

STIVERS FORD LINCON INC

WHEELBASE: 105" - 115.9"
ENGINE: V6
4 WHEEL ABS
A/C AND HEAT - FRONT AND REAR
AM/FM RADIO
AUTOMATIC TRANSMISSION
CRUISE CONTROL
POWER WINDOWS, LOCKS, AND MIRRORS
TILT STEERING
BRAND: FORD
MODEL: EXPLORER

4013391 00010

070-98-087110

36996.00000
EACH

463580891-01
DONOHOO CHEVROLET

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

COMMODITY LISTING

CONTRACT NUMBER/LINE #	COMMODITY NUMBER COMMODITY DESCRIPTION	UNIT PRICE MEASURE	VENDOR # NAME
	VEHICLE, FULL-SIZE SUV, ALTERNATIVE FUEL 2-WHEEL DRIVE, 8 PASSENGER MINIMUM WHEELBASE: 116" MINIMUM ENGINE: V8 4 WHEEL ABS A/C AND HEAT - FRONT AND REAR AM/FM RADIO AUTOMATIC TRANSMISSION CRUISE CONTROL POWER WINDOWS, LOCKS, AND MIRRORS TILT STEERING BRAND: CHEVROLET MODEL: TAHOE		
4013391 00011	070-98-082965	39696.00000 EACH	463580891-01 DONOHOO CHEVROLET
	VEHICLE, FULL-SIZE SUV, ALTERNATIVE FUEL 4-WHEEL DRIVE, 8 PASSENGER MINIMUM WHEELBASE: 116" MINIMUM ENGINE: V8 4 WHEEL ABS A/C AND HEAT - FRONT AND REAR AM/FM RADIO AUTOMATIC TRANSMISSION CRUISE CONTROL POWER WINDOWS, LOCKS, AND MIRRORS TILT STEERING BRAND: CHEVROLET MODEL: TAHOE		
4013389 00012	070-98-082966	17709.00000 EACH	203196009-02 STIVERS FORD LINCOLN INC

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

COMMODITY LISTING

CONTRACT NUMBER/LINE #	COMMODITY NUMBER COMMODITY DESCRIPTION	UNIT PRICE MEASURE	VENDOR # NAME
	VEHICLE, MID-SIZE TRUCK, ALTERNATIVE FUEL, REGULAR CAB, 4 X 2 GVWR: 4,900 MINIMUM ENGINE: 4-CYLINDER 4 WHEEL ABS		STIVERS FORD LINCON INC

Attachment: 10-18-16 - ONE (1) 2016 CHEVROLET TAHOE 2WD LTZ - STATE CONTRACT T191A - CNCL PKT (266-16 : Purchase - One (1) 2016

RESOLUTION NO. 267-16

Purchase - Five (5) 2017 Chevrolet Tahoes - PD**RESOLUTION NO. _____**

WHEREAS, the Police Department desires to purchase five (5) 2017 Chevrolet Tahoes with certain options utilizing the State of Alabama Contract #T191L; and

WHEREAS, Donohoo Chevrolet is the State Contract Vendor for the 2017 Chevrolet Tahoes; and

WHEREAS, this is a budgeted purchase;

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

1. That the purchase be awarded to Donohoo Chevrolet utilizing the State of Alabama Contract.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Donohoo Chevrolet in the total amount of \$156,452.30.
3. That the Controller be 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

Prepared For:
K.C. Foxe
Opelika Police Dept.
Phone: (334) 705-5231
Email: kcfoxe@ci.opelika.al.us

T191L

Prepared By:
Chad Johnson
Donohoo Chevrolet
1000 Greenhill Boulevard NW
Fort Payne, AL 35967
Phone: (256) 273-4862
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Email: cjohnson@donohoochevrolet.com

2017 Fleet/Non-Retail Chevrolet Tahoe 2WD 4dr Commercial CC15706

SELECTED MODEL & OPTIONS

SELECTED MODEL - 2017 Fleet/Non-Retail CC15706 2WD 4dr Commercial

<u>Code</u>	<u>Description</u>	<u>Invoice</u>
CC15706	2017 Chevrolet Tahoe 2WD 4dr Commercial	

SELECTED VEHICLE COLORS - 2017 Fleet/Non-Retail CC15706 2WD 4dr Commercial

<u>Code</u>	<u>Description</u>
-	Interior: Jet Black
-	Exterior 1: Summit White
-	Exterior 2: No color has been selected.

SELECTED OPTIONS - 2017 Fleet/Non-Retail CC15706 2WD 4dr Commercial

CATEGORY

<u>Code</u>	<u>Description</u>	<u>Invoice</u>
SUSPENSION PKG		
Z56	SUSPENSION, HEAVY-DUTY, POLICE-RATED front, independent torsion bar, and stabilizer bar and rear, multi-link with coil springs (Included and only available with (9C1) Police Vehicle only.)	INC
EMISSIONS		
FE9	EMISSIONS, FEDERAL REQUIREMENTS	\$0.00
ENGINE		
L83	ENGINE, 5.3L ECOTEC3 V8 WITH ACTIVE FUEL MANAGEMENT, DIRECT INJECTION AND VARIABLE VALVE TIMING includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 N-m] @ 4100 rpm) (STD)	\$0.00
TRANSMISSION		
MYC	TRANSMISSION, 6-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED with overdrive and tow/haul mode (STD)	\$0.00
AXLE		
GU4	REAR AXLE, 3.08 RATIO (Not available with (NHT) Max Trailering Package.)	\$0.00

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Page 1

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 Fax: (256) 845-5364
 Email: cjohnson@donohoochevrolet.com

2017 Fleet/Non-Retail Chevrolet Tahoe 2WD 4dr Commercial CC15706

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2017 Fleet/Non-Retail CC15706 2WD 4dr Commercial

CATEGORY

<u>Code</u>	<u>Description</u>	<u>Invoice</u>
PREFERRED EQUIPMENT GROUP		
1FL	COMMERCIAL PREFERRED EQUIPMENT GROUP Includes Standard Equipment	\$0.00
WHEEL TYPE		
RAP	WHEELS, 17" X 8" (43.2 CM X 20.3 CM) STEEL, POLICE, BLACK (Included and only available with (9C1) Police Vehicle.)	INC
TIRES		
QAR	TIRES, P265/60R17 ALL-SEASON, POLICE, V-RATED (Included and only available with (9C1) Police Vehicle.)	INC
SPARE TIRE		
ZAK	TIRE, SPARE, P265/60R17 ALL-SEASON, POLICE, V-RATED (Included and only available with (9C1) Police Vehicle.)	INC
PAINT SCHEME		
ZY1	PAINT SCHEME, SOLID APPLICATION	\$0.00
PAINT		
GAZ	SUMMIT WHITE	\$0.00
SEAT TYPE		
AZ3	SEATING, FRONT 40/20/40 SPLIT-BENCH, 3-PASSENGER includes 6-way power driver and 2 way front passenger seat adjuster, driver and front passenger power lumbar control and power reclining, center fold-down armrest with storage (includes auxiliary power outlet, USB port and input jack for audio system), storage compartments in seat cushion, adjustable outboard head restraints and storage pockets (With vinyl, does not include (AG1) Driver 6-way power seat adjuster or (AG2) Front passenger 6-way power adjuster.) (STD)	\$0.00
SEAT TRIM		
H0U	JET BLACK, CLOTH SEAT TRIM	\$0.00
RADIO		
IO3	AUDIO SYSTEM, AM/FM STEREO WITH CD PLAYER AND AUXILIARY INPUT JACK includes USB port (STD)	\$0.00
GVWR		

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Attachment: 10-18-16 - FIVE (5) 2016 CHEVROLET TAHOES - STATE CONTRACT T191A - CNCL PKT (267-16 : Purchase - Five (5) 2017 Chevrolet

Prepared For:
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2017 Fleet/Non-Retail Chevrolet Tahoe 2WD 4dr Commercial CC15706

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2017 Fleet/Non-Retail CC15706 2WD 4dr Commercial

CATEGORY

Code	Description	Invoice
GVWR		
C5U	GVWR, 6800 LBS. (3084 KG) (Included and only available with (9C1) Police Vehicle.)	INC
ADDITIONAL EQUIPMENT		
9C1	IDENTIFIER FOR POLICE PATROL VEHICLE includes, (K47) high-capacity air cleaner, (KW7) 170 amp high output alternator, (K4B) 730 cold-cranking amps auxiliary battery, electrical power & vehicle signals for customer connection located at the center front floor. Auxiliary battery circuit for customer connection located in the rear cargo area, (UN9) radio suppression package, (Z56) heavy-duty, police-rated suspension, front independent torsion bar, and stabilizer bar and rear, multilink with coil springs, (QAR) P265/60R17 all-season, v-rated tires, (ZAK) P265/60R17 all-season, V-rated spare tire, Police brakes, (NZZ) underbody shield, (RAP) Black steel wheels w/bolt on center caps, Certified speedometer, delete roof rails, (ATD) third row seat delete, (NQH) active 2-speed transfer case (4WD only). *CREDIT*	INC
—	CAPLESS FUEL FILL (Included and only available with (9C1) Police Vehicle only.)	INC
NZZ	FRONT UNDERBODY SHIELD (Requires a Fleet or Government sales order type. Included and only available with (9C1) Police Vehicle.)	INC
K4B	BATTERY, AUXILIARY, 730 CCA	INC
—	POWER SUPPLY, 100-AMP, AUXILIARY BATTERY, REAR ELECTRICAL CENTER (Included and only available with (9C1) Police Vehicle only.)	INC
—	POWER SUPPLY, 50-AMP, POWER SUPPLY, AUXILIARY BATTERY passenger compartment wiring harness (Included and only available with (9C1) Police Vehicle only.)	INC
—	POWER SUPPLY, 120-AMP, (4) 30-AMP CIRCUIT, PRIMARY BATTERY relay controlled, passenger compartment harness wiring (Included and only available with (9C1) Police Vehicle only.)	INC
KW7	ALTERNATOR, 170 AMPS, HIGH OUTPUT (Included and only available with (9C1) Police Vehicle only.)	INC

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2017 Fleet/Non-Retail Chevrolet Tahoe 2WD 4dr Commercial CC15706

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2017 Fleet/Non-Retail CC15706 2WD 4dr Commercial

CATEGORY

<u>Code</u>	<u>Description</u>	<u>Invoice</u>
ADDITIONAL EQUIPMENT		
RM7	WHEEL, 17" X 8" (43.2 CM X 20.3 CM) FULL-SIZE, STEEL SPARE includes P265/60R17 V-rated tire (Included and only available with (9C1) Police Vehicle.)	INC
—	LUGGAGE RACK, DELETE (Included and only available with (9C1) Police Vehicle only.)	INC
✕ 7X6	SPOTLAMP, LEFT-HAND (Requires (9C1) Police Vehicle. Not available with (7X7) left and right-hand spotlamps.)	\$445.90
—	EXTERIOR ORNAMENTATION DELETE (Included and only available with (9C1) Police Vehicle only.)	INC
—	DOOR HANDLES, BODY-COLOR (Included and only available with (9C1) Police Vehicle only.)	INC
UN9	RADIO SUPPRESSION PACKAGE, WITH GROUND STRAPS (Included and only available with (9C1) Police Vehicle.)	INC
ATD	SEAT DELETE, THIRD ROW PASSENGER (Deletes rear storage compartment.) (Included with (9C1) Police Vehicle.) *CREDIT*	INC
—	INSTRUMENTATION, ANALOG with certified 150 mph speedometer, odometer with trip odometer, engine hour meter, fuel level, voltmeter, engine temperature, oil pressure and tachometer (Included and only available with (9C1) Police Vehicle only.)	INC
✕ 6N6	DOOR LOCKS AND HANDLES, INSIDE REAR DOORS INOPERATIVE (doors can only be opened from outside) (Requires (9C1) Police Vehicle.)	\$53.69
—	KEY, 2-SIDED (Included and only available with (9C1) Police Vehicle only.)	INC
✕ 6N5	SWITCHES, REAR WINDOW INOPERATIVE (rear windows can only operate from driver's position) (Requires (9C1) Police Vehicle.)	\$51.87
—	THEFT-DETERRENT SYSTEM, VEHICLE, PASS-KEY III (Included and only available with (9C1) Police Vehicle only.)	INC
—	POWER OUTLETS, 4 AUXILIARY, 12-VOLT includes 1 on the instrument panel, 1 in armrest, and 2 in the cargo area (Included and only available with (9C1) Police Vehicle.)	INC

SHIP THRU CODES

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2017 Fleet/Non-Retail Chevrolet Tahoe 2WD 4dr Commercial CC15706

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2017 Fleet/Non-Retail CC15706 2WD 4dr Commercial

CATEGORY

<u>Code</u>	<u>Description</u>	<u>Invoice</u>
SHIP THRU CODES		
VPV	SHIP THRU, PRODUCED IN ARLINGTON ASSEMBLY and shipped to Kerr Industries and onto Arlington Assembly	INC
SPECIAL EQUIPMENT OPTIONS		
5T5	SEATS, 2ND AND 3RD ROW VINYL WITH FRONT CLOTH SEATS Provides vinyl second and third row seats and cloth front seats (Requires interior trim (HOU) Jet Black and RPO (AZ3) front 40/20/40 split-bench seat.)	\$0.00
OPTIONS TOTAL		\$551.46

X = Dealer Installed

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2017 Fleet/Non-Retail Chevrolet Tahoe 2WD 4dr Commercial CC15706

PRICING SUMMARY

PRICING SUMMARY - 2017 Fleet/Non-Retail CC15706 2WD 4dr Commercial

T191L	State Bid Tahoe PPV 2WD *30,739.00
Base Price	Options + *551.46
Total Options:	Total = *31,290.46
Vehicle Subtotal	
Advert/Adjustments	
Destination Charge	
GRAND TOTAL	0.*
	31,290.46x
	5-
	156,452.30*
	0.*

* Plus any more added optia

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Page 6



State of Alabama
Department of Finance
Division of Purchasing
Master Agreement
Modification

13.3.a

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 16000000004

NOT TO EXCEED AMOUNT:

Begin Date: 11/16/2015

Procurement Folder: 4411

Expiration Date: 11/15/2016

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 09/19/16

Version Number: 5

CONTACT INFORMATION

REQUESTOR:

Crist Watts
334-242-4291
crist.watts@purchasing.alabama.gov

ISSUER:

Crist Watts
334-242-4291
crist.watts@purchasing.alabama.gov

BUYER:

Crist Watts
334-242-4291
crist.watts@purchasing.alabama.gov

CONTRACT DESCRIPTION

T191L - Vehicles & Motorcycles - Law Enforcement

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000049701: Donohoo Chevrolet
1000 Greenhill Blvd Nw
Fort Payne AL 35967

Contact:

Chad Johnson
2568453525 EXT: 1
Cjohnson@Donohoochevrolet.Com

COMMODITY / SERVICE INFORMATION

13.3.a

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	EA	\$24,996.000000	\$0.00			\$0.00	\$0.00

07006310000 - SEDAN, FULL AND MID SIZE, POLICE ADMIN.

SEDAN, FULL&MID SIZE, POLICE ADMIN. Chevrolet Caprice

Vehicle, Full-Size Sedan, Law Enforcement, Standard Specifications/Features, Make: _____ Model: _____ Chevrolet Caprice

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	EA	\$18,996.000000	\$0.00			\$0.00	\$0.00

07006310000 - SEDAN, FULL AND MID SIZE, POLICE ADMIN.

SEDAN, FULL AND MID SIZE, POLICE ADMIN. Chevrolet Impala

Vehicle, Full-Size Sedan, Law Enforcement, Standard Specifications/Features, Make: _____ Model: _____ Chevrolet Impala

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	EA	\$37,688.000000	\$0.00			\$0.00	\$0.00

07042760000 - VEHICLES, UTILITY, TWO AND FOUR WHEEL DRIVE

VEHICLES, UTILITY, TWO&FOUR WHEEL DRIVE Chevrolet Suburban

Vehicle, Full-Size SUV, Law Enforcement (Severe Service, Not Pursuit Rated), Standard Specifications/Features, Make: _____ Model: _____ Chevrolet Suburban

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	EA	\$30,739.000000	\$0.00			\$0.00	\$0.00

07042760000 - VEHICLES, UTILITY, TWO AND FOUR WHEEL DRIVE

VEHICLES, UTILITY, TWO&FOUR WHEEL DR Chevrolet Tahoe PPV

Vehicle, Full-Size SUV, Law Enforcement, 2-Wheel Drive (Patrol Rated), Standard Specifications/Features, Make: _____ Model: _____ Chevrolet Tahoe PPV

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0	EA	\$32,969.000000	\$0.00			\$0.00	\$0.00

07042760000 - VEHICLES, UTILITY, TWO AND FOUR WHEEL DRIVE

VEHICLES, UTILITY, TWO&FOUR WHEEL DR, Chevrolet Tahoe SSV

Vehicle, Full-Size SUV, Law Enforcement, 4-Wheel Drive (Not Pursuit Rated), Standard Specifications/Features, Make: _____ Model: _____ Chevrolet Tahoe SSV

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0	EA	\$18,876.000000	\$0.00			\$0.00	\$0.00

07048550000 - TRUCKS, PICKUP, 1/2 TON

TRUCKS, PICKUP, 1/2 TON, Chevrolet Silverado 1500

Vehicle, Full-Size Truck, Law Enforcement (Not Pursuit Rated), Standard Specifications/Features, Make: _____ Model: _____ Chevrolet Silverado 1500

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
7	0	EA	\$23,386.000000	\$0.00			\$0.00	\$0.00

07093290000 - VANS, PASSENGER

VANS, PASSENGER, Chevrolet Express

Vehicle, Transport Van, Minimum 12-Passenger Capacity, Law Enforcement (Not Pursuit Rated), Standard Specifications/Features, Make: _____ Model: _____ Chevrolet Express

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
8	0		\$0.000000	\$0.00			\$0.00	\$0.00

06066200000 - MISCELLANEOUS PARTS, OPTIONS AND ACCESSORIES

MISCELLANEOUS PARTS, OPTIONS AND ACCESSORIES

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
9	0		\$0.000000	\$0.00			\$0.00	\$0.00

RESOLUTION NO. 268-16

Purchase - Two (2) 2016 Ford F150 Pickup Trucks - OPS**RESOLUTION NO.** _____

WHEREAS, Opelika Power Services desires to purchase two (2) 2016 Ford F150 Super Cab 4x2 Pickup Trucks with certain options utilizing the State of Alabama Contract #T191A; and

WHEREAS, Stivers Ford Lincoln is the State Contract Vendor for the 2016 Ford Pickup Trucks; and

WHEREAS, this is a budgeted purchase;

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

1. That the purchase be awarded to Stivers Ford Lincoln utilizing the State of Alabama Contract.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Stivers Ford Lincoln in the total amount of \$44,850.00.
3. That the Controller be 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

2 ea.

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

2016 FORD F150 REGULAR CAB 4x2 PICKUP

CONTRACT NUMBER: TMA99916000000008 **LINE NUMBER:** 12 **CONTRACT AMOUNT:** \$17,709

MODEL SERIES: F1C **ORDER CODE:** 100A

INCLUDES: 3.5L V6 282 Horsepower FFV Engine, 6 Spd Auto, 4x2, 122" Wheelbase, 6.5' Box,
 4 Wheel Disc Brakes w/ ABS, Tilt Wheel, Air Conditioning, Vinyl Flooring, 265/70R17AT;
 AM/FM Radio, Vinyl 40/20/40 Seat, Air Bags-Front & Safety Canopy Side Curtain Airbags

RECOMMENDED OPTIONS

STATE CONTRACT PRICE (T191A) \$ 17,709

STIVERS PREMIUM VALUE PACKAGE:

101A XL Preferred Equipment Package:

Includes: AM/FM w/ Single CD; SYNC System; 4.2" Productive Screen; w/ Compass;

Power Windows, Locks & Mirrors; Cruise Control; and BoxLink (4 premium locking cleats)

\$ 2,255

53A Trailer/Tow Package

\$ 1,895

76C Rear View Camera

\$ 250

LED 4 Corner LED Strobe Lights

\$ 539

BL6 Bed Liner-Drop In (6-1/2")

\$ 189

SM4 All Weather Rubber Mats-Heavy Duty

\$ 149

PACKAGE TOTAL COST:

\$ 21,986



STATE CONTRACT PRICE (T191A) \$ 20,599

STIVERS RECOMMENDED PACKAGE:

100A XL Base Equipment Package

Included

53A Trailer/Tow Package (w/100A Package)

\$ 495

85A Power Windows, Locks & Mirrors

\$ 970

LED 4 Corner LED Strobe Lights

\$ 539

BL6 Bed Liner-Drop In (6-1/2")

\$ 189

SM4 All Weather Rubber Mats-Heavy Duty

\$ 149

PACKAGE TOTAL COST:

\$ 22,941



OTHER OPTIONS

WHEELBASE OPTION:

141 18.0' Box-Super Cab-Includes: 5.0L V8 FFV, 3.31 Axle Ratio & 7000# GVWR

\$ 1,845



DRIVE TRAIN OPTIONS:

199M 3.5L V6 282 Horsepower

STD

XL6 3.73 E-Locking

\$ 570



199F 5.0L V8 360 Horsepower

\$ 11,595

XL6 3.73 E-Locker Axle

\$ 570



EQUIPMENT PACKAGES

301A XLT Package

\$ 4,125



101A XL Preferred Equipment Package:

Includes: Power Equipment Group; AM/FM w/ Single CD; 4.2" Productive Screen; w/ Compass;

SYNC System; Cruise Control; and BoxLink (4 premium locking cleats)

\$ 2,255



86A Appearance Package:

Includes: 17" Silver Painted Aluminum Wheels; Chrome Front & Rear Bumpers and Fog Lights

\$ 775



Stivers Special Service Package:

SSS Includes: 5.0L V8 Engine; XLT Trim Level; Communication Console w/ Arm Rest; Cup Holder,

Storage Box & Mic Holder; No Center Seat Section (40 / no seat / 40)

334-813-5000
 334-813-5018 fax

Page 1 of 2

Last Updated: 1/5/2016

Revision: 161

Attachment: 10-18-16 - TWO (2) 2016 FORD F150 REG CAB 4x2 PICKUPS - STATE CONTRACT T191A - CNCL PKT (268-16 : Purchase - Two (2)

2

STIVERS FORD LINCOLN

4000 EASTERN BLVD

MONTGOMERY, AL 36116

(Cloth Front & Vinyl Rear Bench Seat; 220 amp Alternator.

\$ 2,180

COLOR OPTIONS:

IN1	Blue Jean	N/C	☐
IPQ	Race Red	N/C	☐
IG1	Shadow Black	N/C	☐
U7	Magnetic	N/C	☐
UX	Ingot Silver	N/C	☐

W6	Gem Green	N/C	☐
S2	Blue Flame	N/C	☐
TB	Lithium Gray	N/C	☐
YZ	Oxford White	N/C	☐
H5	Caribou	N/C	☐

VSO Fire Engine Red (Special Color)

\$ 895

ADDITIONAL OPTIONS:

168	Carpet & Floor Mats	\$ 145	☐
50S	Cruise Control	\$ 225	☐
942	Daytime Running Lights	\$ 45	☐
53A	Trailer Tow Package (w/100A Recommended Package)	\$ 495	☐
53A	Trailer Tow Package (w/101A Premium Value Package) - Includes Backup Camera (code 76C)	\$ 895	☐
53B	Class IV Receiver Trailer Hitch (includes 4/7 pin w/	\$ 95	☐
54T	Trailer Tow Mirrors Manual	\$ 140	☐
67T	Trailer Brake Controller	\$ 275	☐
18B	Running Boards Black Tubular	\$ 300	☐
655	Fuel Tank 36 gal.	\$ 395	☐

STIVERS FORD PACKAGES:

LB1	Light Bar Package	\$ 1,485	☐
CO1	Communication Console w/ Arm Rest	\$ 585	☐
LED	4 Corner LED Strobe Lights	\$ 539	☐
TB1	Tool Box - Deep Well (18")	\$ 349	☒
TB2	Tool Box - Standard (15")	\$ 299	☐
BL6	Bed Liner - Drop In (6'1/2")	\$ 189	☐
SL1	Spray-in Bed Liner (6'1/2" bed)	\$ 489	☐
SL2	Spray-in Bed Liner (8' bed)	\$ 549	☐

DELIVERY: State Contract Provisions for \$1.50 / mile one-way

\$ 90.00

STATE CONTRACT TERMS:

PAYMENT DUE AT TIME OF DELIVERY

SIGNATURE:

DATE:

PURCHASE ORDER NUMBER:

Quantity:

334-613-5000
334-613-5018 fax

Page 2 of 2

Last Updated: 1/5/2016
Revision: 16.1

STATE OF ALABAMA
DEPARTMENT OF FINANCE
DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

VEHICLES - ALTERNATIVE FUEL
CONTRACT

T-NUMBER.....
USAGE.....
PERIOD..... : NOVEMBER 17, 2015 TO NOVEMBER 15, 2016
SOLICITATION NO : 2274029

CONTRACT BUYER..... : PAT HEMME

BUYER PHONE.. : (334) 242-7173 PURCHASING NUMBER..... : (334) 242-7250
FAX NUMBER... : (334) 242-4419
DATE PRINTED. : 04/01/16

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

TERMS AND CONDITIONS

FAMILIARIZE YOURSELF WITH THIS CONTRACT AND THE TERMS AND CONDITIONS
REGARDING THE RESPONSIBILITIES OF THE STATE AND THE VENDORS.

*
* IT IS THE RESPONSIBILITY OF THE ORDERING AGENCY TO MAKE SURE THAT *
* ALL OF THE INFORMATION SUBMITTED ON THEIR REQUISITION IS CORRECT. *
* ALWAYS BE SURE TO RECHECK YOUR COMMODITY NUMBERS. AS SOON AS YOUR *
* PURCHASE ORDER ARRIVES, CHECK IT FOR ACCURACY. IF THERE ARE ANY *
* DISCREPANCIES, PLEASE NOTIFY THE VENDOR FIRST, THEN CONTACT THE *
* BUYER LISTED ON THE FRONT OF THIS CONTRACT AS SOON AS POSSIBLE. *
* IN MOST INSTANCES, PROBLEMS CAN BE CORRECTED. *
*
* COMPLAINTS MUST BE DOCUMENTED & SUBMITTED TO THE BUYER IN WRITING. *
*

SOLICITATION NUMBER : 2274029

PURPOSE:
THIS CONTRACT IS FOR ALTERNATIVE FUEL (E85) VEHICLES FOR STATE
AGENCIES. PRICING MAY BE MADE AVAILABLE TO OTHER LOCAL GOVERNMENTAL
AGENCIES, SUCH AS CITIES, COUNTIES, SCHOOLS, UNIVERSITIES, ETC..
NON-GOVERNMENT AGENCIES, SUCH AS NON-PROFIT, ARE NOT ELIGIBLE TO
PURCHASE FROM THIS CONTRACT REGARDLESS OF FUNDING.

PAYMENT TERMS:
ALL STATE AGENCIES AND UNIVERSITIES PAYMENT TERMS ARE NET 30 AFTER

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

TERMS AND CONDITIONS

VEHICLE DELIVERY AND RECEIPT OF CORRECT INVOICE.

ALL OTHER LOCAL GOVERNMENTAL ENTITIES PAYMENT TERMS ARE UPON VEHICLE
DELIVERY AND RECEIPT OF CORRECT INVOICE.

* NOTE: VENDORS MAY CHARGE STATE OR OTHER GOVERNMENTAL ENTITIES
PURCHASING FROM THIS CONTRACT INTEREST ON LATE PAYMENTS, IN
ACCORDANCE WITH CODE OF ALABAMA 41-16-3.

CONTRACT PERIOD:
ESTABLISH A 12 MONTH CONTRACT WITH AN OPTION TO EXTEND FOR A SECOND,

ENGINE: V8
4 WHEEL ABS
A/C AND HEAT - FRONT AND REAR
AM/FM RADIO
AUTOMATIC TRANSMISSION
CRUISE CONTROL
POWER WINDOWS, LOCKS, AND MIRRORS
TILT STEERING
BRAND: CHEVROLET
MODEL: TAHOE

4013391	00011	070-98-082965	39696.00000 EACH	463580891-01 DONOHOO CHEVROLET	NET
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VEHICLE, FULL-SIZE SUV, ALTERNATIVE FUEL
4-WHEEL DRIVE, 8 PASSENGER MINIMUM

WHEELBASE: 116" MINIMUM
ENGINE: V8
4 WHEEL ABS
A/C AND HEAT - FRONT AND REAR
AM/FM RADIO
AUTOMATIC TRANSMISSION
CRUISE CONTROL
POWER WINDOWS, LOCKS, AND MIRRORS
TILT STEERING
BRAND: CHEVROLET
MODEL: TAHOE

4013389	00012	070-98-082966	17709.00000 EACH	203196009-02 STIVERS FORD LINCOLN INC	NET
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DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

COMMODITY LISTING

CONTRACT NUMBER/LINE #	COMMODITY NUMBER COMMODITY DESCRIPTION	UNIT PRICE MEASURE	VENDOR # NAME	TERM:	
	VEHICLE, MID-SIZE TRUCK, ALTERNATIVE FUEL, REGULAR CAB, 4 X 2 GVWR: 4,900 MINIMUM ENGINE: 4-CYLINDER 4 WHEEL ABS A/C AND HEAT AM/FM RADIO AUTOMATIC TRANSMISSION TILT STEERING BRAND: FORD MODEL: F150 REGULAR CAB 4X2		STIVERS FORD LINCON INC		
4013389	00013	070-98-082967	20599.00000 EACH	203196009-02 STIVERS FORD LINCOLN INC STIVERS FORD LINCON INC	NET
	VEHICLE, MID-SIZE TRUCK, ALTERNATIVE FUEL, REGULAR CAB, 4 X 4 GVWR: 4,900 MINIMUM ENGINE: 4-CYLINDER 4 WHEEL ABS A/C AND HEAT AM/FM RADIO AUTOMATIC TRANSMISSION TILT STEERING BRAND: FORD MODEL: F150 REGULAR CAB 4X4				
4013389	00014	070-98-082968	21851.00000 EACH	203196009-02 STIVERS FORD LINCOLN INC STIVERS FORD LINCON INC	NET
	VEHICLE, MID-SIZE TRUCK, ALTERNATIVE FUEL, CREW CAB, 4 X 2				

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

COMMODITY LISTING

CONTRACT NUMBER/LINE #	COMMODITY NUMBER COMMODITY DESCRIPTION	UNIT PRICE MEASURE	VENDOR # NAME	TERMS
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Attachment: 10-18-16 - TWO (2) 2016 FORD F150 REG CAB 4x2 PICKUPS - STATE CONTRACT T191A - CNCL PKT (268-16 : Purchase - Two (2)

RESOLUTION NO. 269-16

Purchase - One (1) 2016 Ford F150 Pickup Truck - OPS**RESOLUTION NO.** _____

WHEREAS, Opelika Power Services desires to purchase one (1) 2016 Ford F150 Super Cab 4x2 Pickup Truck with certain options utilizing the State of Alabama Contract #T191A; and

WHEREAS, Stivers Ford Lincoln is the State Contract Vendor for the 2016 Ford Pickup Truck; and

WHEREAS, this is a budgeted purchase;

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

1. That the purchase be awarded to Stivers Ford Lincoln utilizing the State of Alabama Contract.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Stivers Ford Lincoln in the total amount of \$24,069.00.
3. That the Controller be 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

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

2016 FORD F150 SUPERCAB 4x2 PICKUP - STATE CONTRACT T191A

CONTRACT NUMBER: MA999-16000000008

LINE NUMBER: 8

CONTRACT AMOUNT: \$19,682

MODEL/SERIES

X1C

ORDER CODE

100A

INCLUDES: 3.5L V6 282 Horsepower FFV Engine, 6 Spd Auto, 4x2, 145" Wheelbase, 6.5' Box,

4 Wheel Disc Brakes w/ ABS, Tilt Wheel, Air Conditioning, Vinyl Flooring, 245/70R17 AS

AM/FM Radio, Vinyl 40/20/40 Seat, Air Bags-Front & Safety Canopy Side Curtain Airbags

RECOMMENDED OPTIONS

STATE CONTRACT PRICE (T191A)

\$ 19,682

STIVERS PREMIUM VALUE PACKAGE:

101A XL Preferred Equipment Package:

Includes: AM/FM w/ Single CD; SYNC System; 4.2" Productive Screen; w/ Compass;

Power Windows, Locks & Mirrors; Cruise Control; and BoxLink (4 premium locking cleats)

\$ 2,036

53A Trailer Tow Package

\$ 808

76C Rear View Camera

\$ 227

LED 4 Corner LED Strobe Lights

\$ 539

BL6 Bed Liner - Drop In (6-1/2")

\$ 189

SM4 All Weather Rubber Mats-Heavy Duty

\$ 149

PACKAGE TOTAL COST:

\$ 23,630



STATE CONTRACT PRICE (T191A)

\$ 19,682

STIVERS RECOMMENDED PACKAGE:

53A Trailer Tow Package

\$ 808

85A Power Windows, Locks & Mirrors

\$ 876

LED 4 Corner LED Strobe Lights

\$ 539

BL6 Bed Liner - Drop In (6-1/2")

\$ 189

SM4 All Weather Rubber Mats-Heavy Duty

\$ 149

PACKAGE TOTAL COST:

\$ 22,243



OTHER OPTIONS

WHEELBASE OPTION:

163 8.0' Box - Super Cab - Includes 5.0L V8 FFV; 3.31 Axle Ratio & 7000 # GVWR

\$ 1,845



DRIVE TRAIN OPTIONS:

99M 3.5L V6 282 Horsepower

STD

XL9 - 3.55 E-Locking

\$ 425



99F 5.0L V8 360 Horsepower

\$ 1,440



XL3 - 3.31 E-Locker Axle

\$ 379



EQUIPMENT PACKAGES

301A XLT Package

\$ 3,218



101A XL Preferred Equipment Package:

Includes: Power Equipment Group; AM/FM w/ Single CD; 4.2" Productive Screen; w/ Compass;

SYNC System; Cruise Control; and BoxLink (4 premium locking cleats)

\$ 2,036



86A Appearance Package:

Includes: 17" Silver Painted Aluminum Wheels; Chrome Front & Rear Bumpers and Fog Lights

\$ 700



Stivers Special Service Package:

SSS Includes: 5.0L V8 Engine; XL Trim Level; Communication Console w/ Arm Rest, Cup Holder,

Storage Box & Mic Holder; No Center Seat Section (40 / no seat / 40)

Cloth Front & Vinyl Rear Bench Seat; 220 amp Alternator.

\$ 2,180



334-813-5000

334-813-5018 fax

Page 1 of 2

Last Updated: 3/31/2016

Revision: 16.1

Attachment: 10-18-16 - ONE (1) 2016 FORD F150 SUPER CAB 4x2 PICKUP - STATE CONTRACT T191A - CNCL PKT (269-16 : Purchase - One (1)

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

COLOR OPTIONS:

N1 Blue Jean N/C
 PQ Race Red N/C
 G1 Shadow Black N/C
 J7 Magnetic N/C
 UX Ingot Silver N/C

W6 Gem Green N/C
 SZ Blue Flame N/C
 TB Lithium Gray N/C
 YZ Oxford White N/C
 H5 Caribou N/C

N/C
 N/C
 N/C
 N/C
 N/C

VSO Fire Engine Red (Special Color)

\$ 260

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ADDITIONAL OPTIONS:

168 Carpet & Floor Mats
 60S Cruise Control
 942 Daytime Running Lights
 53A Trailer Tow Package
 63B Class IV Receiver Trailer Hitch (includes 4/7 pin wiring)
 64Y Trailer Tow Mirrors-Manual
 67T Trailer Brake Controller
 18E Running Boards-Black Tubular
 655 Fuel Tank-36 gal.

\$ 130
 \$ 203
 \$ 40
 \$ 808
 \$ 86
 \$ 82
 \$ 248
 \$ 271
 \$ 357

STIVERS FORD PACKAGES:

LB1 Light Bar Package
 CO1 Communication Console w/ Arm Rest
 LED 4 Corner LED Strobe Lights
 TB1 Tool Box - Deep Well (18")
 TB2 Tool Box - Standard (15")
 BL6 Bed Liner - Drop in (6-1/2")
 SL1 Spray-in Bed Liner (8-1/2" bed)
 SL2 Spray-in Bed Liner (8' bed)

\$ 1,485
 \$ 585
 \$ 539
 \$ 349
 \$ 299
 \$ 189
 \$ 489
 \$ 549

23,630
 23,300
 349
 23,979
 90
 24,069

DELIVERY: State Contract Provisions for \$1.50 / mile one-way

\$ 90.00

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STATE CONTRACT TERMS:

PAYMENT DUE 30 DAYS

SIGNATURE:

DATE:

PURCHASE ORDER NUMBER:

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Quantity:

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334-613-6000
 334-613-5018 fax

Page 2 of 2

Last Updated: 3/31/2016
 Revision: 16.1

Attachment: 10-18-16 - ONE (1) 2016 FORD F150 SUPER CAB 4x2 PICKUP - STATE CONTRACT T191A - CNCL PKT (269-16 : Purchase - One (1)

STATE OF ALABAMA
DEPARTMENT OF FINANCE
DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

VEHICLES - ALTERNATIVE FUEL
CONTRACT

T-NUMBER.....
USAGE..... : STATEWIDE CONTRACT
PERIOD..... : NOVEMBER 17, 2015 TO NOVEMBER 15, 2016
SOLICITATION NO : 2274029

CONTRACT BUYER..... : PAT HEMME

BUYER PHONE.. : (334) 242-7173 PURCHASING NUMBER..... : (334) 242-7250
FAX NUMBER... : (334) 242-4419
DATE PRINTED. : 04/01/16

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

TERMS AND CONDITIONS

FAMILIARIZE YOURSELF WITH THIS CONTRACT AND THE TERMS AND CONDITIONS
REGARDING THE RESPONSIBILITIES OF THE STATE AND THE VENDORS.

* * * * *

* IT IS THE RESPONSIBILITY OF THE ORDERING AGENCY TO MAKE SURE THAT *
* ALL OF THE INFORMATION SUBMITTED ON THEIR REQUISITION IS CORRECT. *
* ALWAYS BE SURE TO RECHECK YOUR COMMODITY NUMBERS. AS SOON AS YOUR *
* PURCHASE ORDER ARRIVES, CHECK IT FOR ACCURACY. IF THERE ARE ANY *
* DISCREPANCIES, PLEASE NOTIFY THE VENDOR FIRST, THEN CONTACT THE *
* BUYER LISTED ON THE FRONT OF THIS CONTRACT AS SOON AS POSSIBLE. *
* IN MOST INSTANCES, PROBLEMS CAN BE CORRECTED. *
* *
* COMPLAINTS MUST BE DOCUMENTED & SUBMITTED TO THE BUYER IN WRITING. *
* *
* * * * *

SOLICITATION NUMBER : 2274029

PURPOSE:
THIS CONTRACT IS FOR ALTERNATIVE FUEL (E85) VEHICLES FOR STATE
AGENCIES. PRICING MAY BE MADE AVAILABLE TO OTHER LOCAL GOVERNMENTAL
AGENCIES, SUCH AS CITIES, COUNTIES, SCHOOLS, UNIVERSITIES, ETC..
NON-GOVERNMENT AGENCIES, SUCH AS NON-PROFIT, ARE NOT ELIGIBLE TO
PURCHASE FROM THIS CONTRACT REGARDLESS OF FUNDING.

PAYMENT TERMS:
ALL STATE AGENCIES AND UNIVERSITIES PAYMENT TERMS ARE NET 30 AFTER

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

TERMS AND CONDITIONS

VEHICLE DELIVERY AND RECEIPT OF CORRECT INVOICE.

ALL OTHER LOCAL GOVERNMENTAL ENTITIES PAYMENT TERMS ARE UPON VEHICLE
DELIVERY AND RECEIPT OF CORRECT INVOICE.

* NOTE: VENDORS MAY CHARGE STATE OR OTHER GOVERNMENTAL ENTITIES
PURCHASING FROM THIS CONTRACT INTEREST ON LATE PAYMENTS, IN
ACCORDANCE WITH CODE OF ALABAMA 41-16-3.

CONTRACT PERIOD:
ESTABLISH A 12 MONTH CONTRACT WITH AN OPTION TO EXTEND FOR A SECOND,

GVWR: 4,900 MINIMUM
ENGINE: 4-CYLINDER
4 WHEEL ABS
A/C AND HEAT
AM/FM RADIO
AUTOMATIC TRANSMISSION
TILT STEERING
BRAND: FORD
MODEL: F150 CREW CAB 4X2

4013389	00015	070-98-082969	24936.00000 EACH	203196009-02 STIVERS FORD LINCOLN INC STIVERS FORD LINCON INC	NET
VEHICLE, MID-SIZE TRUCK, ALTERNATIVE FUEL, CREW CAB, 4 X 4					

GVWR: 4,900 MINIMUM
ENGINE: 4-CYLINDER
4 WHEEL ABS
A/C AND HEAT
AM/FM RADIO
AUTOMATIC TRANSMISSION
TILT STEERING
BRAND: FORD
MODEL: F150 CREW CAB 4X4

4013389	00016	070-98-082970	19682.00000 EACH	203196009-02 STIVERS FORD LINCOLN INC STIVERS FORD LINCON INC	NET
VEHICLE, MID-SIZE TRUCK, ALTERNATIVE FUEL, EXTENDED CAB, 4 X 2					

GVWR: 4,900 MINIMUM
ENGINE: 4-CYLINDER
4 WHEEL ABS

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

COMMODITY LISTING

CONTRACT NUMBER/LINE #	COMMODITY NUMBER COMMODITY DESCRIPTION	UNIT PRICE MEASURE	VENDOR # NAME	TERM	
	A/C AND HEAT AM/FM RADIO AUTOMATIC TRANSMISSION TILT STEERING BRAND: FORD MODEL: F150 EXTENDED CAB 4 X 2				
4013389	00017	070-98-082971	22707.00000 EACH	203196009-02 STIVERS FORD LINCOLN INC STIVERS FORD LINCON INC	NET
VEHICLE, MID-SIZE TRUCK, ALTERNATIVE FUEL, EXTENDED CAB, 4 X 4					
GVWR: 4,900 MINIMUM ENGINE: 4-CYLINDER 4 WHEEL ABS A/C AND HEAT AM/FM RADIO AUTOMATIC TRANSMISSION TILT STEERING BRAND: FORD MODEL: F150 EXTENDED CAB 4 X 4					
4013389	00018	070-98-086451	23139.00000 EACH	203196009-02 STIVERS FORD LINCOLN INC STIVERS FORD LINCON INC	NET
VEHICLE, FULL-SIZE TRUCK, 1/2 TON, 4 X 2, CREW CAB, MINIMUM 39" LEG ROOM, ALTERNATIVE FUEL					
GVWR: 6,000 MINIMUM ENGINE: V6 4 WHEEL ABS					

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

Attachment: 10-18-16 - ONE (1) 2016 FORD F150 SUPER CAB 4x2 PICKUP - STATE CONTRACT T191A - CNCL PKT (269-16 : Purchase - One (1)

RESOLUTION NO. 270-16

Purchase - One (1) 2017 Ford F350 Dump Truck - OPS**RESOLUTION NO. _____**

WHEREAS, Opelika Power Services desires to purchase one (1) 2017 Ford F350 Dump Truck with certain options utilizing the State of Alabama Contract #T193A; and

WHEREAS, Tallassee Automotive, Inc. is the State Contract Vendor for the 2017 Ford F350 Dump Truck; and

WHEREAS, this is a budgeted purchase;

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

1. That the purchase be awarded to Tallassee Automotive, Inc. utilizing the State of Alabama Contract.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Tallassee Automotive, Inc. in the total amount of \$38,579.00.
3. That the Controller be 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

TO: OPELIKA LIGHT & POWER
ATTN: STACEY BRYSON

09/08/16

FROM: TALLASSEE AUTOMOTIVE, INC.
BRUCE BROWN @ 1-800-255-5650 or BBROWN@TALLASSEEAUTOMOTIVE.COM

STATE OF ALABAMA - DIVISION OF PURCHASING 07/20/16
REF: VEHICLE CONTRACT #T193A/4013268 2017 MODEL YEAR

OPTIONS FOR FORD F-350 EXTENDED CAB & CHASSIS LINE # 19-21
EQUIPMENT INCLD: 60" CA, DUAL REAR WHEELS, 14,000# GVWR, 6.7L V-8 DIESEL ENGINE, 6 SPD
AUTOMATIC, AIR COND, AM/FM, 4 WHL DISC & ABS BRAKES, DUAL AIR BAGS, FUEL LINE KIT, 150
AMP ALT, 40 GAL AFT AXLE FUEL TANK.

COST: \$33,269.00

" OPTIONS INDICATED ARE RECOMMENDED FOR YOUR APPLICATION "

SINGLE REAR WHEEL OPTION INCLS:
11,300# GVWR, 56" CA, 35 GAL TANK & RECIEVER HITCH
SPARE TIRE & WHEEL
LOCKING REAR AXLE
MOULDED CAB STEPS
INTEGRATED ELECTRIC BRAKE CONTROL
HD SUSPENSION PKG
POWER WINDOWS - LOCKS - MIRRORS & KYLS ENTRY
UPGRADE TO 4WHEEL DRIVE
ALL TERRAIN TIRES
SKID PLATE PKG

#SRW < \$1,259 >

#512	\$298
#X3E	\$353
#18B	\$324
#52B	\$253
#63R	\$119
#90L	\$1,046
#4WD	\$3,742
#TBM	\$159
#41P	\$98

TOTAL COST \$38,402.00

OTHER OPTIONS TO CONSIDER:

ELECTRIC SHIFT TRANSFER CASE (w AUTO LOCKING FRT HUBS & CLEAN FLOOR)

#213 \$177 add

COLOR: #Z1 WHITE

TRIM: #AS GRAY VINYL

\$ 38,579.00

Delivery (included)

Attachment: 10-18-16 - ONE (1) 2017 FORD F350 DUMP TRUCK - STATE CONTRACT T193A - CNCL PKT (270-16 : Purchase - One (1) 2017 Ford

STATE OF ALABAMA
DEPARTMENT OF FINANCE
DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

TRUCKS 8600 -19000 GVWR
CONTRACT

T-NUMBER..... 8 T193A
USAGE..... STATEWIDE CONTRACT
PERIOD..... : MAY 1, 2014 TO AUGUST 31, 2017
SOLICITATION NO : 2261283

CONTRACT BUYER..... : PAT HEMME

BUYER PHONE.. : (334) 242-7173 PURCHASING NUMBER..... : (334) 242-7250
FAX NUMBER... : (334) 242-4419
DATE PRINTED. : 09/24/16

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

TERMS AND CONDITIONS

FAMILIARIZE YOURSELF WITH THIS CONTRACT AND THE TERMS AND CONDITIONS
REGARDING THE RESPONSIBILITIES OF THE STATE AND THE VENDORS.

* * * * *

* IT IS THE RESPONSIBILITY OF THE ORDERING AGENCY TO MAKE SURE THAT *

* ALL OF THE INFORMATION SUBMITTED ON THEIR REQUISITION IS CORRECT. *

* ALWAYS BE SURE TO RECHECK YOUR COMMODITY NUMBERS. AS SOON AS YOUR *

* PURCHASE ORDER ARRIVES, CHECK IT FOR ACCURACY. IF THERE ARE ANY *

* DISCREPANCIES, PLEASE NOTIFY THE VENDOR FIRST, THEN CONTACT THE *

* BUYER LISTED ON THE FRONT OF THIS CONTRACT AS SOON AS POSSIBLE. *

* IN MOST INSTANCES, PROBLEMS CAN BE CORRECTED. *

* * * * *

* COMPLAINTS MUST BE DOCUMENTED & SUBMITTED TO THE BUYER IN WRITING. *

* * * * *

T193A INSTRUCTIONS

TRUCK CHASSIS GVWR 8,600 - 18,999#

CHASSIS CONTRACT PRICE INCLUDES:

1. DELIVERY TO DEALERSHIP LOCATION OR DROP SHIPPED TO THE SPECIFIED BODY VENDOR'S LOCATION WITHIN 150 DAYS OF THE ORDER.*
 2. ALL TITLE FEES, AS WELL AS ALL OTHER CHARGES: VENDOR MUST FURNISH AND DELIVER THE PREPAID CERTIFICATE OF TITLE IN THE NAME OF THE AGENCY AS SPECIFIED ON THE PURCHASE ORDER. TITLE SHALL CHANGE UPON ACCEPTANCE OF THE VEHICLE BY THE AGENCY.
 3. WARRANTY CARD AND SERVICE POLICY MUST BE DELIVERED TO THE AGENCY WHEN INVOICING FOR PAYMENT. WARRANTY SHALL GO INTO EFFECT WHEN THE VEHICLE IS PUT INTO SERVICE.
- * DELIVERY DEADLINES MAY BE EXTENDED DUE TO COMPONENT AVAILABILITY. VENDORS MUST NOTIFY STATE PURCHASING, IN WRITING, IN THE EVENT OF DELAYS DUE TO MANUFACTURER PRODUCTION.

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

TERMS AND CONDITIONS

BODY VENDOR'S PRICE INCLUDES:

1. KNOWLEDGE OF THE CHASSIS UNIT STRUCTURAL COMPONENTS.
2. VERIFICATION THAT DELIVERY OF TRUCK CHASSIS HAS OCCURRED TO THE

Attachment: 10-18-16 - ONE (1) 2017 FORD F350 DUMP TRUCK - STATE CONTRACT T193A - CNCL PKT (270-16 : Purchase - One (1) 2017 Ford

* AGENCIES MAY OPT TO LEAVE ONE OR MORE
OPTIONS OFF FROM THE PACKAGE. THE PO
WILL REFLECT THE ACTUAL OPTIONS BEING
PURCHASED.

4013268 00018 070-48-085984 .00 % 473481405-02 NET
LOT TALLASSEE AUTOMOTIVE INC.
OPTIONS NOT LISTED, T193A:
TO BE BILLED AT DEALER INVOICE PRICING

4013268 00019 070-48-087504 33269 * 000000 473481405-02 NET
EACH TALLASSEE AUTOMOTIVE INC.

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

COMMODITY LISTING

CONTRACT NUMBER/LINE #	COMMODITY NUMBER COMMODITY DESCRIPTION	UNIT PRICE MEASURE	VENDOR # NAME	TERM:
	TRUCK CHASSIS, 11,000 GVWR, LATEST MODEL INCLUDING ALL STANDARD EQUIPMENT EXTENDED CAB (4 DOOR) WHEEL BASE: 161" MINIMUM CAB TO AXLE: 60" MINIMUM SINGLE AXLE DIESEL ENGINE - 300 HP MINIMUM DUAL REAR WHEELS 4 WHEEL ABS BRAKES 6 PASSENGER SEATING 36 GALLON FUEL TANK, DIESEL, ALUMINUM OR POLYPROPYLENE DUAL AIR BAGS FULL HEADLINER W/ INSULATION AIR CONDITIONING, FACTORY INSTALLED RADIO, AM/FM ALTERNATOR, 120 AMP MIN MIRROR, EXTERIOR RIGHT & LEFT, TRUCK CAMPER OR RECREATIONAL TYPE BRAND: 2015' MODEL: F-350 EXTENDED CAB&CH 2WD "XL"			

4013268 00020 070-48-085983 .00 % 473481405-02 NET
LOT TALLASSEE AUTOMOTIVE INC.
OPTION PACKAGE:

TRANSMISSION, AUTOMATIC
W/PTO PROVISION.....\$ 228.00

TUBELESS TIRES, TO MEET GVWR,
SET OF 7 W/ DISC RIMS.....\$ 298.00

FUEL LINE KIT, MUST BE ORDERED

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

COMMODITY LISTING

CONTRACT NUMBER/LINE #	COMMODITY NUMBER COMMODITY DESCRIPTION	UNIT PRICE MEASURE	VENDOR # NAME	TERM:
	FOR FLAT OR UTILITY BODY.....\$ STD * AGENCIES MAY OPT TO LEAVE ONE OR MORE OPTIONS OFF FROM THE PACKAGE. THE PO WILL REFLECT THE ACTUAL OPTIONS BEING PURCHASED.			
4013268 00021	070-48-085984 OPTIONS NOT LISTED, T193A: TO BE BILLED AT DEALER INVOICE PRICING	.00 % LOT	473481405-02 TALLASSEE AUTOMOTIVE INC.	NET

RESOLUTION NO. 271-16

Purchase - One (1) 2016 Ford F550 Dump Truck - OPS**RESOLUTION NO.** _____

WHEREAS, Opelika Power Services desires to purchase one (1) 2016 Ford F550 Dump Truck with certain options utilizing the State of Alabama Contract #T193A; and

WHEREAS, Tallassee Automotive, Inc. is the State Contract Vendor for the 2016 Ford F550 Dump Truck; and

WHEREAS, this is a budgeted purchase;

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

1. That the purchase be awarded to Tallassee Automotive, Inc. utilizing the State of Alabama Contract.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Tallassee Automotive, Inc. in the total amount of \$40,555.00.
3. That the Controller be 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

TO: OPELIKA POWER & LIGHT
ATTN: KENTON LEE

09/15/16

FROM: TALLASSEE AUTOMOTIVE, INC.
BRUCE BROWN @ 1-800-255-5650 or BBROWN@TALLASSEEAUTOMOTIVE.COM

STATE OF ALABAMA - DIVISION OF PURCHASING 07/20/16
REF: VEHICLE CONTRACT #T193A / #4013268 2016 MODEL YEAR

OPTIONS FOR FORD F-550 REGULAR CAB & CHASSIS LINE # 67 - 69
EQUIPMENT INCL: 60" CA, 18,000# GVWR, 6.7L V-8 DIESEL ENGINE, 6 SPD AUTOMATIC, AIR
COND, AM/FM, 4 WHL DISC & ABS, 40 GAL TANK, CAB STEPS

COST: \$38,895.00

" ITEMS INDICATED ARE RECOMMENDED FOR YOUR APPLICATION "

SPARE TIRE & WHEEL	#512 \$298
PTO PROVISION	#62R \$228
LIMITED SLIP REAR AXLE	#LSA \$336
INTEGRATED ELECTRIC BRAKE CONTROL	#52B \$253
HD FRONT SUSPENSION PKG.	#67H \$119
TRACTION TREAD TIRES	#THB \$198
UPGRADE TO 84" CA	#165 \$228

TOTAL COST: \$40,555.00

OTHER OPTIONS TO CONSIDER:

19,500# GVWR
POWER WINDOWS - LOCKS - MIRRORS & KEYLESS ENTRY

#68M \$1,098
#90L \$876

COLOR: #Z1 WHITE TRIM: #AS GRAY VINYL

(delivery is included)

STATE OF ALABAMA
DEPARTMENT OF FINANCE
DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

TRUCKS 8600 -19000 GVWR
CONTRACT

T-NUMBER..... T193A
USAGE..... STATEWIDE CONTRACT
PERIOD..... : MAY 1, 2014 TO AUGUST 31, 2017
SOLICITATION NO : 2261283

CONTRACT BUYER..... : PAT HEMME

BUYER PHONE.. : (334) 242-7173 PURCHASING NUMBER..... : (334) 242-7250
FAX NUMBER... : (334) 242-4419
DATE PRINTED. : 09/24/16

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

TERMS AND CONDITIONS

FAMILIARIZE YOURSELF WITH THIS CONTRACT AND THE TERMS AND CONDITIONS
REGARDING THE RESPONSIBILITIES OF THE STATE AND THE VENDORS.

*
* IT IS THE RESPONSIBILITY OF THE ORDERING AGENCY TO MAKE SURE THAT *
* ALL OF THE INFORMATION SUBMITTED ON THEIR REQUISITION IS CORRECT. *
* ALWAYS BE SURE TO RECHECK YOUR COMMODITY NUMBERS. AS SOON AS YOUR *
* PURCHASE ORDER ARRIVES, CHECK IT FOR ACCURACY. IF THERE ARE ANY *
* DISCREPANCIES, PLEASE NOTIFY THE VENDOR FIRST, THEN CONTACT THE *
* BUYER LISTED ON THE FRONT OF THIS CONTRACT AS SOON AS POSSIBLE. *
* IN MOST INSTANCES, PROBLEMS CAN BE CORRECTED. *
*
* COMPLAINTS MUST BE DOCUMENTED & SUBMITTED TO THE BUYER IN WRITING. *
*

T193A INSTRUCTIONS
TRUCK CHASSIS GVWR 8,600 - 18,999#

CHASSIS CONTRACT PRICE INCLUDES:

1. DELIVERY TO DEALERSHIP LOCATION OR DROP SHIPPED TO THE SPECIFIED BODY VENDOR'S LOCATION WITHIN 150 DAYS OF THE ORDER.*
 2. ALL TITLE FEES, AS WELL AS ALL OTHER CHARGES: VENDOR MUST FURNISH AND DELIVER THE PREPAID CERTIFICATE OF TITLE IN THE NAME OF THE AGENCY AS SPECIFIED ON THE PURCHASE ORDER. TITLE SHALL CHANGE UPON ACCEPTANCE OF THE VEHICLE BY THE AGENCY.
 3. WARRANTY CARD AND SERVICE POLICY MUST BE DELIVERED TO THE AGENCY WHEN INVOICING FOR PAYMENT. WARRANTY SHALL GO INTO EFFECT WHEN THE VEHICLE IS PUT INTO SERVICE.
- * DELIVERY DEADLINES MAY BE EXTENDED DUE TO COMPONENT AVAILABILITY. VENDORS MUST NOTIFY STATE PURCHASING, IN WRITING, IN THE EVENT OF DELAYS DUE TO MANUFACTURER PRODUCTION.

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

TERMS AND CONDITIONS

BODY VENDOR'S PRICE INCLUDES:

1. KNOWLEDGE OF THE CHASSIS UNIT STRUCTURAL COMPONENTS.
2. VERIFICATION THAT DELIVERY OF TRUCK CHASSIS HAS OCCURRED TO THE

TUBELESS TIRES, TO MEET GVWR,
SET OF 7 W/ DISC RIMS.....\$ 298.00

CONNECTION WIRING FOR
BODIES.....\$ STD

* AGENCIES MAY OPT TO LEAVE ONE OR MORE
OPTIONS OFF FROM THE PACKAGE. THE PO
WILL REFLECT THE ACTUAL OPTIONS BEING
PURCHASED.

4013268 00066 070-48-085984 .00 % 473481405-02
LOT TALLASSEE AUTOMOTIVE INC.
OPTIONS NOT LISTED, T193A:
TO BE BILLED AT DEALER INVOICE PRICING

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

COMMODITY LISTING

CONTRACT NUMBER/LINE #	COMMODITY NUMBER COMMODITY DESCRIPTION	UNIT PRICE MEASURE	VENDOR # NAME
4013268 00067	070-48-087510 TRUCK CHASSIS, 17,950 GVWR, LATEST MODEL INCLUDING ALL STANDARD EQUIPMENT STANDARD CAB CAB TO AXLE: 60" MINIMUM SINGLE AXLE DIESEL ENGINE - 300 HP MINIMUM DUAL REAR WHEELS 4 WHEEL ABS BRAKES 3 PASSENGER SEATING 40 GALLON FUEL TANK, DIESEL, ALUMINUM OR POLYPROPYLENE CAB STEPS FULL HEADLINER W/ INSULATION AIR CONDITIONING, FACTORY INSTALLED RADIO, AM/FM ALTERNATOR, 120 AMP MIN MIRROR, EXTERIOR RIGHT & LEFT, TRUCK CAMPER OR RECREATIONAL TYPE W/CONVEX SPOTS APPX. 5" FUEL LINE KIT BRAND: 2015' FORD MODEL: F-550 REGULAR CAB&CH 2WD "XL"	3889500000 EACH	473481405-02 TALLASSEE AUTOMOTIVE INC.

4013268 00068 070-48-085983 .00 % 473481405-02
LOT TALLASSEE AUTOMOTIVE INC.
OPTION PACKAGE:

TRANSMISSION, AUTOMATIC
W/ PTO PROVISION.....\$ 228.00

TUBELESS TIRES, TO MEET GVWR,

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

COMMODITY LISTING

CONTRACT NUMBER/LINE #	COMMODITY NUMBER COMMODITY DESCRIPTION	UNIT PRICE MEASURE	VENDOR # NAME
	SET OF 7 W/ DISC RIMS.....\$ 298.00 CONNECTION WIRING FOR BODIES.....\$ STD		

Attachment: 10-18-16 - ONE (1) 2016 FORD F550 DUMP TRUCK - STATE CONTRACT T193A - CNCL PKT (271-16 : Purchase - One (1) 2016 Ford

RESOLUTION NO. 272-16

Purchase - One (1) 2017 Ford Explorer - OPS**RESOLUTION NO. _____**

WHEREAS, Opelika Power Services desires to purchase one (1) 2017 Ford Explorer with certain options utilizing the State of Alabama Contract #T191; and

WHEREAS, Long Lewis Ford of the Shoals is the State Contract Vendor for the 2017 Ford Explorer; and

WHEREAS, this is a budgeted purchase;

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

1. That the purchase be awarded to Long Lewis Ford of the Shoals utilizing the State of Alabama Contract.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Long Lewis Ford of the Shoals in the total amount of \$26,383.50.
3. That the Controller be 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

T191 Non Alternate Fuel Vehicles:

2017 Ford Explorer
 Long Lewis Ford of the Shoals: 2800 WOODWARD AVE, MUSCLE SHOALS ALABAMA, 35661 256-386-7800

Commodity Code: 07180400000

Commodity Description Vehicle Mid Size SUV Non Alternate Fuel 2 Wheel Drive 7 Passenger

Minimum Wheel Base 105" - 115.9"

Engine V6

4 Wheel ABS

AC and Heat - Front and Rear

AM-FM Radio

Automatic Transmission

Cruise Control

Power Windows, Door Locks and Mirrors

Tilt Steering Column

Unit Price: [\$24,948.50]

EXTERIOR - WHITE

\$24,948.50

\$ 1,090.00

OPTIONS

\$ 345.00

*DELIVERY**P 26,383.50***MECHANICAL**

- 3.39 Non-limited-slip Rear Axle (FWD)
- 18.6 gallon Fuel Tank
- 58 AH Battery
- Electric Power-Assisted Steering
- Engine - 3.5L TI-VCT V6
- Four-Wheel Disc Brakes with ABS
- Hill Start Assist
- Independent Front and Rear Suspension
- Transmission - 6-Speed Automatic with SelectShift® Capability

EXTERIOR

- Black Molded-in-Color (MIC) Door Handles
- Black Molded-in-Color (MIC) Wheel Lip Molding
- Black Roof-Rack Side Rails
- Body-color Bumpers (Body-Color Top, Black Bottom)
- Body-color Spoiler
- Chrome Liftgate Appliqué
- • Configurable Daytime Running Lamps (DRL)
- Dark Foundry Gray Painted Grille with Chrome Bars
- Dual Chrome Exhaust Tips
- • Headlamps - Autolamp Auto On/Off, Auto LED Low Beams, Halogen Reflector High Beams
- • LED Taillamps
- Lower Bodyside Cladding - Black
- Mini Spare
- Mirrors, Sideview - Power Glass, Manual-folding with Integrated Blind Spot Mirrors and Black Molded-in-Color (MIC) Caps (Integrated Blind Spot Mirrors not included when equipped with BLIS®)
- Privacy Glass - 2nd Row, 3rd Row and Liftgate
- Roof-mounted Antenna
- Tires - P245/60R18 All-Season (A/S) BSW
- Wheels - 18" Painted Aluminum

INTERIOR/COMFORT

- 2nd and 3rd Row Dome/Map Lights
- 4-way adjustable driver and front-passenger head restraints (2-way up/down when Dual-Headrest DVD Entertainment System (50S) is ordered)
- Black Metallic Center Stack
- Cargo Hooks
- Climate Control
- Manual Single Zone
- Rear Auxiliary Climate Controls
- Cabin Particulate Air Filter
- Console

201A XLT Includes all Base standard and 200A equipment plus: **\$5,550.00**
Driver Connect Package
 • SYNC® with MyFord Touch® Voice-Activated Communications and Entertainment System – includes 911 Assist®, Vehicle Health Report (VHR) and SYNC® Note: One (1) year of SYNC® Services is provided complimentary
 Services, 8" LCD touchscreen in center stack, one (1) Smart-Charging Multimedia USB Port and one (1) Powerpoint In Media Hub and SD Card Reader
 • Two (2) Driver configurable 4.2" color LCD displays in instrument cluster
 • Front center console – one (1) Smart-Charging Multimedia USB Port (replaces the front center console Powerpoint port)
 • Auto-dimming Rearview Mirror
 Note: One (1) year of SYNC® Services is provided complimentary
Premium Audio System with nine (9) Speakers
Remote Start System
Dual-Zone Electronic Automatic Temperature Control (DEATC)
10-way Power Passenger Seat (includes Power Lumbar and Recline)

202A XLT Includes all Base standard, 200A and 201A equipment plus: **\$9,250.00**
Forward Sensing System
Comfort Package
 • Leather-trimmed Seats
 • Heated Front Seats

OPTIONS:

2.3L I-4 EcoBoost Engine (Base; XLT)	\$995.00
Base 18 in Aluminum Painted Sparkle Silver Wheels	Std
XLT 18 in Aluminum Painted Sparkle Silver Wheels (FWD)	Std
18 in 5-spoke Aluminum Painted Sparkle Silver Wheels (incl w/ 4WD)	Incl
18 in 5-spoke Aluminum Painted Sparkle Silver Wheels (req 3.5L V6 Engine, FWD)	\$495.00
20 in Polished aluminum Wheels (req 3.5L V6 Engine; req 201A, 202A)	\$1,195.00
2nd Row Bucket Seats (XLT - req 202A)	\$695.00
Trailer Tow Pkg - Class II (req 2.3L EcoBoost Engine; Base; XLT)	\$395.00
Trailer Tow Pkg - Class III (req 3.5L V6 Engine; Base; XLT)	\$570.00
Dual-Panel Moonroof (XLT - req 201A, 202A)	\$1,595.00
Inflatable Rear-Seatbelts (Base; XLT - req 200A)	\$195.00
LED Fog Lamps (XLT)	\$150.00
Inflatable Rear-Seatbelt Pkg (XLT - req 201A, 202A)	\$650.00
Bliss Plus Inflatable Rear-Seatbelt Pkg (XLT Req 201A, 202A)	\$650.00
Cold Weather Pkg (XLT - req 201A)	\$550.00
Hands-Free Liftgate (XLT - req 201A, 202A)	\$150.00
Heated Steering Wheel (XLT - 202A)	\$395.00
Ruby Red Metallic Tinted Clearcoat Paint	\$395.00
Bronze Fire Metallic Tinted Clearcoat Paint (XLT)	\$595.00
White Platinum Metallic Tri-Coat Metallic Paint (XLT)	N/C
License Plate Bracket	\$150.00
All-Weather Floor Mats	\$1,995.00
DVD Headrests (XLT)	
AUDIO:	
SiriusXM Satellite Radio (Base)	\$195.00
SiriusXM Satellite Radio (XLT)	Std
Voice-Activated Navigation System (XLT - req 201A, 202A)	\$795.00
Reverse Sensing System (Fleet Only)	\$275.00
Daytime Running Lamps (Fleet Only)	\$45.00
Engine Block Heater (Fleet Only)	\$90.00
Rear Cargo Well Protector	\$100.00
Cargo Shade	\$130.00
Rear Bumper Protector	\$75.00
Wheel Lock Kit (XLT - req 201A, 202A)	\$75.00
Roof Rack Crossbars	\$140.00
Smokers Kit with Element	\$90.00
Splash Guards	\$250.00

Fleet Manager
 Long-Lewis Ford of the Shoals Inc.

AVAILABLE DELIVERY CHARGE

\$1,090.00

\$ 345.00

\$ 1,435.00

Finley, Lillie

From: Christina Croteau <christina.croteau@longlewis.net>
Sent: Monday, October 10, 2016 11:25 AM
To: Finley, Lillie
Subject: RE: 2017 Ford Explorer

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Line	Quantity	UOM	Unit Price	Service Amount	Service I
1	0	EA	\$15,833.500000	\$0.00	
07006410000 - AUTOMOBILES, COMPACT, 4-DOOR SEDAN, 4 CYL. ENGINE COMPACT SEDAN, Ford Focus SE 4 door VEHICLE, COMPACT SEDAN, NON-ALTERNATIVE FUEL WHEELBASE: 101" - FM RADIOAUTOMATIC TRANSMISSION CRUISE CONTROL POWER WINDOW: Ford MODEL: Ford Focus SE 4 door					
Line	Quantity	UOM	Unit Price	Service Amount	Service I
2	0	EA	\$24,948.500000	\$0.00	
07180400000 - UTILITY VEHICLES, LIGHT DUTY, 4 DOOR, 2 WHEEL DRIVE, 6 MID-SIZE SUV, Ford Explorer FWD VEHICLE, MID-SIZE SUV, NON-ALTERNATIVE FUEL, 2-WHEEL DRIVE, 7 PAS: WHEEL ABS/A/C AND HEAT - FRONT AND REAR AM/FM RADIOAUTOMATIC TI AND MIRROR TILT STEERING MAKE: Ford MODEL: Explorer F					
Line	Quantity	UOM	Unit Price	Service Amount	Service I
3	0	EA	\$26,749.500000	\$0.00	
07180250000 - UTILITY VEHICLES, SMALL/LIGHT DUTY, 4 DOOR MID SIZE SUV, Ford Explorer AWD VEHICLE, MID-SIZE SUV, NON-ALTERNATIVE FUEL, 4-WHEEL DRIVE, 7 PASS WHEEL ABS/A/C AND HEAT - FRONT AND REAR AM/FM RADIOAUTOMATIC TI AND MIRROR TILT STEERING MAKE: Ford MODEL: Explk					
Line	Quantity	UOM	Unit Price	Service Amount	Service I
4	0	EA	\$23,207.500000	\$0.00	
07201150000 - TRUCK, PICKUP, MID SIZE CREW CAB, SINGLE REAR WHEEL MID-SIZE CREW CAB TRUCK 4X2 Ford F-150 VEHICLE, MID-SIZE TRUCK, NON-ALTERNATIVE FUEL, CREW CAB, 4 X 2 GVW AND HEAT AM/FM RADIOAUTOMATIC TRANSMISSION TILT STEERING MAKE: 4X2 Ford F-150					
Line	Quantity	UOM	Unit Price	Service Amount	Service I
5	0	EA	\$20,724.500000	\$0.00	
05520500751 - FOR AUTOMOBILE, 4 DOOR SEDAN, FULL SIZE, FRONT WHE FULL SIZE SEDAN, FWD, Ford Taurus SE					

Attachment: 10-18-16 - ONE (1) 2017 FORD EXPLORER - STATE CONTRACT T191 - CNCL PKT (272-16 : Purchase - One (1) 2017 Ford Explorer -

RESOLUTION NO. 273-16

Authorize Demolition - 204 2Nd Avenue.

RESOLUTION NO. _____

**RESOLUTION ORDERING THE DEMOLITION OF A BUILDING OR
STRUCTURE LOCATED AT 204 2ND AVENUE, OPELIKA, ALABAMA 36801,
PARCEL ID NO.: 43-10-03-07-1-002-041.000 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 204 2nd Avenue, Opelika, Alabama, 36801, Parcel I.D. Number: 43-10-03-07-1-002-041.000, (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, Cheri Ann Grainger, Ellis Warren Howard, Robert Guinn Howard, Brandy Rose Renfrow and Kenneth Rambo Howard are the record owners 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, Cheri Ann Grainger is the person last assessing the subject property for state taxes; and

WHEREAS, Citifinancial Corporation, LLC is the mortgagee of record as shown from a search of records of the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, Regions Bank is the owner of a judgment lien which is attached to the subject property; 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 Cheri Ann Grainger, 311 Bland Street, Valley, AL 36854; Ellis Warren Howard, 311 Bland Street, Valley, AL 36854; Robert Guinn Howard, AIS#130546, Wm. E. Donaldson Correctional Facility, 100 Warrior Lane, Bessemer, AL 35023; Brandy Rose Renfrow, 512 Lee Road 124, Salem, AL 36874; Kenneth Rambo Howard, 2069 Lee Road 117, Opelika, AL 36804; Citifinancial Corporation, LLC, 1461 Gateway Drive, Opelika, AL 36801 and Regions Bank, c/o Frank E. Bankston, Jr., Esq., Webster, Henry, Lyons, White, Bradwell & Black, P.C., P.O. Box 239, Montgomery, AL 30801; 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, October 18, 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 1405 West 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, October 18, 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 1405 West 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 204 2nd Avneue, Opelika, Alabama, Parcel I.D. Number: 43-10-03-07-1-002-041.000, 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:

Part of Lot 2A, Block 79, GRANT LANDS, according to and as shown by Totten's Official Real Estate Map of the City of Opelika, 1930, of record in Town Plat Book 2 at Page 9 in the Office of the Judge of Probate of Lee County, Alabama and being more particularly described as follows: Commencing at the point where the northeast margin of North Third Street intersects with the

northwest margin of Second Avenue; run thence north 42°08' East for 200.2 feet to an iron pin found and the POINT OF BEGINNING of the parcel of land being herein described and conveyed: From said point of beginning, run thence North 45° 00' West for 185.00 feet to an iron pin found located along a 20' alley; run thence along the margin of said alley North 45°00' East for 100.0 feet to an iron pin set; run thence South 45°00' East for 172.00 feet to an iron pin found; run thence South 40°26' West for 100.3 feet to the iron pin found at the POINT OF BEGINNING.

Also being further described as Parcel Number 43-10-03-07-1-002-041.000, 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: Cheri Ann Grainger

311 Bland Street
Valley, AL 36854

Ellis Warren Howard
311 Bland Street
Valley, AL 36854

Robert Guinn Howard
AIS#130546
Wm. E. Donaldson Correctional Facility
100 Warrior Lane
Bessemer, AL 35023

Brandy Rose Renfrow
512 Lee Road 124
Salem, AL 36804

Kenneth Rambo Howard
2069 Lee Road 117
Opelika, AL 36804

Citifinancial Corporation, LLC
1461 Gateway Drive
Opelika, AL 36801

Regions Bank
c/o Frank E. Bankston, Jr., Esq.
Webster, Henry, Lyons, White, Bradwell & Black, P.C.

P.O. Box 239

Montgomery, AL 30801

RESOLUTION NO. 274-16

Authorize Demolition - 1405 West Street.

RESOLUTION NO. _____

**RESOLUTION ORDERING THE DEMOLITION OF A BUILDING OR
STRUCTURE LOCATED AT 1405 WEST STREET, OPELIKA, ALABAMA 36801,
PARCEL ID NO.: 43-10-04-18-2-002-046.000 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 1405 West Street, Opelika, Alabama, 36801, Parcel I.D. Number: 43-10-04-18-2-002-046.000, (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, Alice Sims 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, Alice Sims is the person last assessing the subject property for state taxes; and

WHEREAS, Alice Sims died intestate on or about October 28, 2007. According to information and belief, Alice Sims, now deceased, is survived by her children, namely, Frank Sims, Daniel Sims, Mary Bynum, Catherine Sims, Calvin Sims, Booker T. Sims and James Kinney Sims.

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 Frank Sims at 2704 George Street, Gulfport, MS 39503; Daniel Sims at 15310 Turlington, Harvey, IL 60426; Mary Bynum at 1806 Trimble Street, Opelika, AL 36801; Catherine Sims at 1806 Trimble Street, Opelika, AL 36801; Calvin Sims at 1806 Trimble Street, Opelika, AL 36801; Booker T. Sims at 1806 Trimble Street, Opelika, AL 36801 and James Kinney Sims at 1806 Trimble Street, Opelika, AL 36801; 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, October 18, 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 1405 West 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, October 18, 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 1405 West 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 1405 West Street, Opelika, Alabama, Parcel I.D. Number: 43-10-04-18-2-002-046.000, 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:

A certain house and lot situated on the Southeast side of West Street, in the City of Opelika, in Lee County, Alabama, described as follows: To find the beginning point commence at the point where the westerly margin of Auburn Street, intersects the northeasterly margin of Kilgore Street (formerly Price Street), and thence run in a northwesterly direction along said margin of Kilgore Avenue for a distance of 380 feet to West Street, thence run in a Northeasterly direction along the southeasterly side of said West Street 303 feet to an iron stake, which point is the beginning point for the lot to be here described; and from this beginning point run in a southeasterly direction and parallel with Kilgore Avenue for a distance of 180 feet, thence run northeasterly and parallel with West Street 50 feet, thence run northwesterly and parallel with Kilgore Avenue for a distance of 180 feet to West Street and thence Southwesterly along the southeasterly side of West Street 50

feet to the beginning point, together with the dwelling and all other improvements thereon.

Also being further described as Parcel Number 43-10-04-18-2-002-046.000, 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 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: Frank Sims
2704 George Street

Gulfport, MS 39503

Daniel Sims

15310 Turlington

Harvey, IL 60426

Mary Bynum

1806 Trimble Street

Opelika, AL 36801

Catherine Sims

1806 Trimble Street

Opelika, AL 36801

Calvin Sims

1806 Trimble Street

Opelika, AL 36801

Booker T. Sims

1806 Trimble Street

Opelika, AL 36801

James Kinney Sims

1806 Trimble Street

Opelika, AL 36801

RESOLUTION NO. 275-16

Lease Agreement with Four D's Real Estate, LLC

RESOLUTION NO. _____

RESOLUTION APPROVING LEASE AGREEMENT

WITH FOUR D'S REAL ESTATE, LLC

WHEREAS, Four D's Real Estate, LLC (the "Company") is the owner in fee simple of the office building located at 105-E North 10th Street, Opelika, Alabama 36801 (the "Premises"); and

WHEREAS, the City of Opelika (the "City") operates a health care clinic to provide medical services on behalf of the City to its qualified employees and retirees; and

WHEREAS, said clinic is located at 105-E North 10th Street; and

WHEREAS, the existing lease between the City and the Company expires on October 31, 2016; and

WHEREAS, the City desires to renew its lease with the Company for an additional term of one (1) year; and

WHEREAS, a proposed Lease Agreement was prepared and submitted to the City Council for approval and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Lease Agreement.

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

1. That the attached Lease Agreement to be entered into between the Company, as Lessor, and the City, as Lessee, is hereby approved, authorized, ratified and confirmed.

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

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 caused to be executed and delivered in the name and on behalf of the City such other notices, certificates, assurances, 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 Lease Agreement.

4. This resolution shall take effect upon 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
Lee County

This Lease, made this _____ day of October, 2016, between party of the first part, hereinafter called Lessor, by Four D's Real Estate, LLC and the City of Opelika, party of the second part, hereinafter called the Lessee.

WITNESSETH: That the lessor does hereby lease and rent unto the Lessee, the following premises in the City of Opelika, Alabama. viz:

105 Suite E 10th North Street,
 Opelika, AL 36801

For occupation by the Lessee as tenant and for no other different object or purpose, for and during the term of 12 months to wit: from the 1st day of November, 2016 to the day of 1st day of November 2017 (hereinafter "the Original Lease Term") and the Lessor shall not be liable for the failure to deliver possession of said premises, provided the Lessor shall exercise due diligence.

The lessee agrees to pay the Lessor or said Agents, at the office of said Agents, the sum of Nine Hundred (900.00) Dollars, payable as follows: By check, Nine Hundred Dollars, due and payable, respectively, on the 1st day of month and on the 1st day of each month thereafter. A late fee charge of \$25.00 will be enforced on the unpaid balance on the 16th day of the month. Any late charges will reflect on the following month's rent. A security deposit of -0- is on file.

Lessor agrees to maintain and repair the exterior walls, foundations, roof, gutters, downspouts, the exterior surfaces, all structural portions of the leased premises, the HVAC system, water and sewer pipes outside the exterior walls of the building, the electrical panel boxes, the sidewalks, parking areas and the outside grounds.

The Lessee agrees to maintain and repair the interior electrical system and electrical fixtures, the fixtures, the interior plumbing system and plumbing fixtures, the doors, the windows, the interior walls and the flooring. The Lessee shall also repair any damage done to the leased premises due to the negligence of the Lessee or its agents, employees, licensees or invitees.

The Lessee agrees to change the filter once a month in the HVAC equipment and to replace broken glass and all keys lost or broken. The Lessee shall surrender possession of the leased premises to the Lessor at the termination of this Lease in as good a condition as when taken, excepting only loss by fire and other insured casualty and ordinary wear and tear.

The Lessor agrees and covenants to maintain fire and extended coverage insurance on the leased premises during the term of the lease.

Lessor shall pay all taxes due to any governmental agency that is due and shall assess said property for ad valorem taxes within the time prescribed by law.

And the Lessee further covenants and agrees that if the Lessee should at any time, during the continuance of this Lease, remove or attempt to remove, or manifest an intention to remove the goods, furniture, effects, improvements, and personal property brought thereon, out of or from said premises (except in the regular course of trade) without having paid in full all rent which shall become due during the term, or should an execution or other process be levied upon the goods and chattels of the Lessee in and upon said premises, Lessee or an assignment be made for or if a petition in bankruptcy be filed by the said Lessee or an assignment be made for the benefit of Lessee's creditors, or a receiver be appointed, or should the Lessee violate any other conditions of this lease, then in such case, or upon the happening of anyone or more of such cases, the whole rent for the whole term of this Lease shall at once become due and payable, at the option of the Lessor, and the Lessor may proceed by attachment, suit or otherwise, to collect, the whole rent reserved in the same manner, as if by the terms of this Lease the whole rent for the entire term when payable in advance.

Should the Lessee fail to pay rents as they fall due as aforesaid, or violate any of the conditions of this Lease, or should the Lessee be adjudged a bankrupt, or should a receiver be appointed or should execution or other process be levied upon the interest of the Lessee in the Lease of the property of the Lessee upon leased premises, the Lessor shall have the right at Lessor's option, to re-enter said premises and annul this Lease. Such re-entry shall not bar the recovery of rent or damages for breach of covenant, nor shall the receipt of rent after conditions broken be deemed a waiver of forfeiture. And in order to entitle the Lessor to re-enter it shall not be necessary to give notice of rent being due and unpaid or of other conditions broken, nor to make demand for rent, the execution of this Lease, signed by the parties thereto, which Signing is hereby acknowledged, being sufficient notice of the rents being due and a demand for

the same, and shall be so construed, any law, usage or custom to the contrary, notwithstanding,

And the Lessee agrees to comply with all the laws and ordinances of the City of Opelika in regard to nuisance, in so far as the buildings and premises hereby let, and the streets and alleys bounding the same, are concerned, and that the Lessee will, by no act or omission render the Lessor liable for any violation of such city laws or ordinances. The Lessee agrees to pay all bills for water used on said premises during this term; to keep all electrical apparatus in order; to permit no waste of property; nor allow the same to be done, but to take good care of said premises; not to assign this Lease, nor under lease or let said premises, or any of premises, or any part of interest therein, without written consent of the Lessor, hereon endorsed; and this Lease, or any renewal thereof being terminated, to surrender quiet and peaceable possession of said premises in like good order as at the commencement of said term, natural wear and tear expected.

It is further understood and agreed that the Lessor shall not be required to do any interior repairs upon the building hereby leased, unless so stipulated and agreed in writing at the commencement of this Lease, nor is the Lessor, liable for any breakage, or getting out of order the water pipes, water closets or other plumbing but on the contrary, the Lessee shall keep the same repair as is required by the sanitary maintenance and proper operation of all exterior water and sewage lines.

It is further understood and agreed the Lessor shall not be liable for any damage which may accrue on account of any defect in said building, after the builder's warranty expires, or in said premises or from rain, wind or other causes. Nothing contained herein shall be construed as a warranty that said premises are fit or suitable for the use and purpose for which they are leased. The Lessor reserves the right during this term, to visit and inspect by himself or agents, said premises at any reasonable time; to show the same to intended tenants or purchaser; also to display "For Sale" or "For Rent" signs on said buildings or premises. However, no "for rent" sign shall be posted more than sixty days prior to the conclusion of the lease term.

It is further understood and agreed that the Lessor reserves the right to make repairs on or about said premises that may be deemed necessary by him during this term. And the Lessee further covenants with the Lessor that the furniture, goods, and effects that will be brought upon said premises shall be owned by the Lessee. If the Lessee vacates the premises before the end of said term, without written consent of the Lessor, the Lessor has the right to re-enter and let said premises as the agent of the Lessee herein named, and such re-entry and re-letting shall not discharge this Lessee from liability from rent nor from any other covenant here in contained and to be kept by this lease.

And as a part of the consideration of this Lease, and for the purpose of whether securing to the Lessor prompt payment of said receipts hereby stipulated or any costs or fees or damages that the Lessor may suffer, whether by the failure to surrender quiet and peaceable possession of said premises as aforesaid, or for any damages whatsoever which may be awarded the Lessor under this Lease, the Lessee hereby waives all right which Lessee may have under the constitution and Laws of the State of Alabama or any other State of the United States, to have any personal property of the Lessee exempt from levy or sale or other legal process.

Where the rent under this Lease is payable in monthly installments, or other installments, in advance, and there is default by the Lessee entitling the Lessor to repossess said property, and Lessor does so repossess said property amicably or by legal proceedings, the rent for the unexpired term of said installment period, shall be due and payable as liquated damages for the breach of the conditions of the Lease.

If the building leased herein is destroyed by fire, without fault of the lessee, such destruction shall cancel the Lease, and rent shall be payable only to the time of such destruction.

If the rented premises, or the building of which it is or may be a part shall be damaged by fire, without fault of the Lessee, then and in that event, the Lessor shall have the option to decide whether Lessor shall or shall not repair and restore said building or rented premises to their original shape, and if Lessor decides to repair and restore the building or the premises as aforesaid, then, from such time such damage occurs until the repairs are completed, an equitable abatement for the rent must be allowed. It is understood, however, that if the damage is such is not to render the rented premises tenantable for the purpose for which they are rented then, there shall be no abatement for the rent while repairs are being made.

It is hereby agreed further that if the Lessee shall continue on said premises, or any part thereof, after the termination of this contract, then at the option of the Lessor, this contract shall continue in full force under all terms, conditions, and covenants here and above set out.

In the event the Lessee herein obtains the written consent of the owners of agent to sublet the property herein leased, such sublet shall be made through the original agents of the Lessor only, and the usual commissions to be paid the original agents by the

original Lessee of the amount of such rental, except upon express agreement to the contrary.

In the event this Lessee renews this Lease for another period or re-rents the property herein described, all rent payments made after such new rental shall be applied first to the payment of any sum or sums of money due under the previous lease or term, until all indebtedness under said previous lease or term is paid up.

In the absence of any agreements to the contrary any and all improvements erected made or placed upon the premises hereby Lessee shall at and on the completion or installment of same, become the property of the landlord, whether permanently attached to the freehold or not.

In the event Lessee violates the terms of said Lessee's previous lease so as to create or cause a forfeiture of same or be disposed from these or any other premises or fails or refuses on demand to pay rent past due under a former lease, then and thereupon this Lease contract shall be null and void, at the option of the Lessor.

IN TESTIMONY WHEREOF, we have hereunder set our hand in duplicate the day and year first above written.

LESSEE

LESSOR

BY _____
As Agent

DATED: _____

RESOLUTION NO. 276-16

Disclosure of Information, Purchase Property at 608 Avenue A.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING DISCLOSURE OF INFORMATION RELATING TO
THE PURCHASE OF REAL PROPERTY LOCATED AT 608 AVENUE A**

WHEREAS, on October 11, 2016, the City of Opelika, Alabama, purchased the real property and building located at 608 Avenue A, Opelika, Alabama, from My Second Home, LLC; and

WHEREAS, the purchase of real property is subject to public disclosure under §9-15-100 of the *Code of Alabama*; and

WHEREAS, the City Council of the City of Opelika, Alabama, desires to comply with the requirements of §9-15-100, *Code of Alabama* with respect to the acquisition by purchase of the real property located at 608 Avenue A.

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

1. That the Disclosure of Information form, a copy of which is attached hereto as Exhibit "A", is hereby approved by the City Council.
2. That a copy of said Disclosure shall be attached to the minutes of this meeting of the City Council and shall be published on the City's website.

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

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

ATTEST:

CITY CLERK

EXHIBIT "A"**DISCLOSURE OF INFORMATION RELATING TO PURCHASE OF REAL
PROPERTY LOCATED AT 608 AVENUE A, OPELIKA, ALABAMA**

The following information is published in compliance with Alabama Code §9-15-100, "Disclosure of Information Concerning Purchase of Real Property".

1. Name and Address of Seller: My Second Home, LLC, 608 Avenue A, Opelika, Alabama 36801
2. Name and Address of Purchaser: City of Opelika, Alabama, 204 S. 7th Street, Opelika, AL 36801
3. Property Location: 608 Avenue A, Opelika, Alabama
4. Legal Description: Lots One-B (#1-B) and Two-A (#2-A), Block 14, Grant Lands, Totten's Official Real Estate Map of the City of Opelika, according to and as shown by map or plat of record in Town Plat Book 2, at Page 9, in the Office of the Judge of Probate of Lee County, Alabama. LESS AND EXCEPT: Part of Lot 2-A, Block 14, Grant Lands, Totten's Official Real Estate Map of the City of Opelika, 1930, according to and as shown by map or plat of record in Town Plat Book 2, at Page 9, in the Office of the Judge of Probate of Lee County, Alabama, and being more particularly described as follows: Commence at the point in the City of Opelika, Lee County, Alabama, where the Southwest margin of South Sixth Street intersects the Northwest margin of Avenue A, then run South 45 deg. 00 min. 00 sec. West along said margin of Avenue A, 133.33 feet to the point of beginning of the parcel to be described herein; from said point of beginning, thence continue South 45 deg. 00 min. 00 sec. West along said margin, 44.50 feet; thence run North 45 deg. 00 min. 00 sec. West, 150.00 feet; thence run North 45 deg. 00 min. 00 sec. East, 44.50 feet; thence run South 45 deg. 00 min. 00 sec. East, 150.00 feet to the point of beginning.
Tax Map Parcel Number: 43-10-03-07-4-002-076.000
5. Contract Sales Price: \$420,000
6. Date of Sale: October 11, 2016
7. Contract Information: Copy of the Real Estate Sales Agreement is attached hereto.
8. Appraisals: None
9. Valuation: The purchase price was negotiated administratively by the Mayor and the City Administrator. The purchase price was approved by the City Council. The purchase price was calculated at price of \$77.18 per usable square foot of office space (5400 square feet), which is the reasonable market value for top tier commercial property in downtown Opelika.

REAL ESTATE SALES AGREEMENT
(WITH LEASE BACK PROVISIONS)
BETWEEN
MY SECOND HOME, LLC (“SELLER”)
AND
THE CITY OF OPELIKA, ALABAMA (“PURCHASER”)

STATE OF ALABAMA)
 :
 COUNTY OF LEE)

REAL ESTATE SALES AGREEMENT

THIS AGREEMENT made and entered into this the 4th day of October, 2016 by and between **MY SECOND HOME, LLC**, an Alabama limited liability company, having address at 608 Avenue A, Opelika, Alabama (hereinafter referred to as “**SELLER**”); and the **CITY OF OPELIKA, ALABAMA**, a municipal corporation, having address at 204 South 7th Street, Opelika, Alabama (hereinafter referred to as “**PURCHASER**”).

WITNESSETH:

In consideration of the mutual covenants contained herein, **SELLER** and **PURCHASER** agree as follows:

1. **PURCHASE OF PROPERTY.** **SELLER** hereby agrees to sell and convey unto **PURCHASER**, and **PURCHASER** hereby agrees to purchase from **SELLER**, subject to the conditions hereinafter set forth, the following described real property located at 608 Avenue A in the City of Opelika, Alabama (hereinafter called “**PROPERTY**”), described as follows:

Lots One-B (#1-B and Two-A (#2-A), Block 14, Grant Lands, Totten’s Official Real Estate Map of the City of Opelika, according to and as shown by map or plat of record in Town Plat Book 2, at Page 9, in the Office of the Judge of Probate of Lee County, Alabama. LESS AND EXCEPT: Part of Lot 2-A, Block 14, Grant Lands, Totten’s Official Real Estate Map of the City of Opelika, 1930, according to and as shown by map or plat of record in Town Plat Book 2, at Page 9, in the Office of the Judge of Probate of Lee County, Alabama, and being more particularly described as follows: Commence at the point in the City of Opelika, Lee County, Alabama, where the Southwest margin of South Sixth Street intersects the Northwest margin of Avenue A, then run South 45 deg. 00 min. 00 sec. West along said margin of Avenue A, 133.33 feet to the point of beginning of the parcel to be described herein; from said point of beginning, thence continue South 45 deg. 00 min. 00 sec. West along said margin, 44.50 feet; thence run North 45 deg. 00 min. 00 sec. West, 150.00 feet; thence run North 45 deg. 00 min.

00 sec. East, 44.50 feet; thence run South 45 deg. 00 min. 00 sec. East, 150.00 feet to the point of beginning.

The conveyance by **SELLER** to **PURCHASER** of the PROPERTY shall include **SELLER'S** right, title and interest, if any, in and to the following:

- A. All tracts, lots or parcels identified in the legal description, together with all parking lots, or other facilities used in connection with the PROPERTY.
- B. All rights, privileges and easements pertinent to the PROPERTY, including, without limitation, all **SELLER'S** right, title and interest, if any, in and to all minerals, oils, gas or other hydrocarbon substances and all **SELLER'S** right, title and interest in and to all roads, easements, rights-of-way and alleys adjoining or servicing the PROPERTY.
- C. All improvements and fixtures located on the PROPERTY, without limitation, the building and other improvements erected or existing thereon; all fixtures attached to or located on the PROPERTY or used in connection with the operation or occupation of the PROPERTY, such as heating and air conditioning systems, plumbing systems and fixtures, light fixtures and all facilities used to provide any utility ventilation, garbage disposal or other services on the PROPERTY.
- D. All trees, shrubbery and vegetation located on the PROPERTY.
- E. All built-in bookcases and the storage shelving in the basement., except the white cabinets in the six (6) back offices.
- F. Built-in appliances.

Notwithstanding the foregoing, the conveyance by **SELLER** to **PURCHASER** of the PROPERTY shall specifically exclude the following (collectively "excluded items"):

- A. Any tangible personal property that is located in or used in connection with the PROPERTY
- B. **SELLER'S** artwork.
- C. All trade equipment, furniture, furnishings, supplies, records, documents and other items of removable personal property relating to the operation of the **SELLER'S** business, including, without

limitation, telecommunication equipment, security systems, computers, computer terminals and office equipment.

- D. **SELLER'S** unattached cabinets, bookcases and shelving, including the white cabinets in the six (6) back offices (except the storage shelving in the basement).

2. **PURCHASE PRICE.** The purchase price for the PROPERTY shall be \$420,000.00, payable in full at the time of closing.

3. **LEASE AGREEMENT.** Commencing on the Closing Date, **PURCHASER**, as Landlord, shall lease to Jeffery A. Hilyer, as Tenant, the PROPERTY described in Section 1 pursuant to a lease agreement (the "Lease Agreement") substantially in the form attached as Exhibit "A" hereto. The Lease Agreement shall have a term of four (4) months expiring on February 11, 2017.

4. **CLOSING:** Subject to the terms and provisions of this Contract, the "Closing" will be held at City Hall, or at such other place as is mutually agreeable to the **SELLER** and the **PURCHASER** on a date to be designated by the **PURCHASER** within seven (7) days after the date hereof. At Closing and upon the payment of the entire purchase price as recited in this Contract, the **SELLER** shall execute and deliver to **PURCHASER** a good and sufficient warranty deed conveying to the **PURCHASER** good and marketable title to the PROPERTY, subject only to:

- (a) All easements, restrictions, reservations, covenants, conditions and rights-of-way as shown on the public records in the Office of the Judge of Probate of Lee County, Alabama, or which may be evidenced by possession, use or survey.
- (b) All zoning ordinances and subdivision regulations of the City of Opelika.

In the event title to the PROPERTY is found to be defective and is not good and merchantable,

then upon notification thereof by **PURCHASER** to **SELLER**, **SELLER** shall have a reasonable time to correct the defects; but if such defects are not corrected within a reasonable period of time, then all rights and obligations arising hereunder shall terminate.

At closing, **PURCHASER** shall deliver to **SELLER** a check in the amount of the purchase price. The cost of preparing, executing and acknowledging any deeds or other instruments required to convey good and merchantable title to **PURCHASER** in the manner described in this Contract shall be paid by the **SELLER**. Prior to closing, the **SELLER** shall pay the current year's property (ad valorem) taxes which become due and payable on October 1, 2016 and shall provide proof of payment to the **PURCHASER** at closing. There shall be no proration of 2016-2017 property taxes and the **PURCHASER** shall be responsible for the payment of all property taxes on the real estate and the building located on the PROPERTY when they become due on October 1, 2017. The **SELLER** shall be responsible for the payment of all ad valorem taxes on the trade equipment, furniture, furnishings and removable personal property used in connection with the operation of the **SELLER'S** business. All other costs and expenses of closing shall borne by the **PURCHASER**.

5. **RISK OF LOSS**: **SELLER** shall bear the risk of all loss or damage to the premises from all causes until the closing date. If, prior to the closing date, all or part of the premises are damaged by fire or some other cause of whatsoever nature, **SELLER** shall promptly give **PURCHASER** written notice of such damage. After notice of such damage, **PURCHASER** shall have the option to require **SELLER** (1) to convey the premises, on the closing date, in its damaged condition, or (2) **PURCHASER** may, at its option, terminate the contract by written notice to the **SELLER**.

6. **PROPERTY “As Is”:** **PURCHASER** has heretofore inspected the **PROPERTY** and is acquainted with the condition of the **PROPERTY** and the improvements thereon.

PURCHASER agrees to take the **PROPERTY** “as is”, in its present condition, subject to reasonable use, wear and tear. Until closing, **SELLER** agrees to maintain **PROPERTY** in its present condition, reasonable wear and tear excepted. The provisions of this Section shall survive closing and shall survive the expiration or earlier termination of this Agreement.

7. **DISCLAIMER:** **PURCHASER** acknowledges and agrees that **SELLER** does not make, and specifically negates and disclaims any representations, warranties (other than the warranty of title as set out in the deed), promises, covenants or guarantees of any kind or character whatsoever, whether expressed or implied, oral or written, past, present or future, of, as to, concerning or with respect to the nature, quality or condition of the **PROPERTY**, including, without limitation, the soil, geography and habitability or merchantability of any building situated on the **PROPERTY**. **PURCHASER** acknowledges and agrees that to the maximum extent permitted by law, the sale of the **PROPERTY** is provided for herein is made on an “AS-IS” condition and basis with all faults. All provisions of this Section shall survive closing or the expiration or earlier termination of this Agreement without closing as applicable.

8. **POSSESSION:** **SELLER** shall deliver to **PURCHASER** possession of the **PROPERTY** at the termination of the Lease Agreement pursuant to Section 3, except that Jeffery A. Hilyer, as Tenant, shall continue to have the right of possession to the basement storage room until April 30, 2017. All of **SELLER**’s and Tenant’s personal property, shall be removed from the Property at the expiration of the Lease excepted the Tenant’s boxes and personal property in the basement storage room which shall be removed no later than April 30, 2017. Tenant shall

surrender to the **PURCHASER** (Landlord) all keys to the Property at the termination of the Lease.

9. **BROKERS**. Each party represents to the other that it has not dealt with any real estate broker or agent or finder in connection with this Agreement. The parties agree to indemnify and hold one another harmless based upon their actions and dealings of any claims or causes of any actions concerning any brokerage or finders' fees or commissions

10. **SELLER'S REPRESENTATIONS**. **SELLER** represents to **PURCHASER**, which representations shall be true, correct and complete as of the closing date hereunder, and which shall survive closing, as follows:

- A. **SELLER** is, and at closing shall be, an Alabama domestic limited liability company, duly organized and validly existing, with full power and authority to conduct its business affairs in the state where the PROPERTY is located.
- B. The execution, delivery and performance of this Agreement by **SELLER** in accordance with its terms do not violate **SELLER'S** Articles of Organization, operating agreements, or any contract, agreement, commitment, order, judgment or decree to which **SELLER** is a party or by which it is bound.
- C. The execution, delivery and performance of this Agreement and the performance of the **SELLER** of its obligations hereunder have been duly authorized by all required action of **SELLER** and the members and/or officers of **SELLER** in full compliance of **SELLER'S** Articles of Organization and operating agreements. The person executing this Agreement on behalf of **SELLER** is duly authorized to do so.
- E. The **SELLER** has the right, power and authority to make and perform its obligations under this Agreement, and this Agreement is a valid and binding obligation of **SELLER** and enforceable against **SELLER** in accordance with its terms.

11. **DEFAULT**. In the event of a default by **SELLER** or **PURCHASER**, the non-defaulting party may state its or his intention to comply with the contract and seek specific

performance of this contract or bring suit for damages.

12. **LEGAL FEES.** Each party agrees to pay its own legal fees for closing this transaction.

13. **SURVIVAL OF TERMS.** The **SELLER'S** covenants and representations shall survive the closing and shall not be merged in the deed delivered by **SELLER**.

14. **BINDING EFFECT.** This Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, legal representatives, successors and assigns.

15. **ENTIRE AGREEMENT.** This Contract embodies the entire agreement between the parties hereto and there are no oral or parole agreements existing between the **SELLER** and the **PURCHASER** relating to the subject matter which is not expressly set forth herein and covered hereby.

16. **TIME OF ESSENCE.** Time is of the essence of this Contract.

17. **CONSTRUCTION.** This Agreement shall be governed and construed in accordance with the State of Alabama.

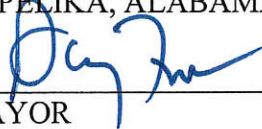
18. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument. The date of this Agreement shall be the date of **PURCHASER's** execution hereof.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have hereunto set their hands and seals on the day and date first above written.

MY SECOND HOME, LLC--SELLER

By: 
JEFFERY A. HILYER,
ITS MANAGING MEMBER

CITY OF OPELIKA, ALABAMA--PURCHASER

By: 
ITS MAYOR

ATTEST: 
CITY CLERK 10-5-16

EXHIBIT "A"

STATE OF ALABAMA)
 : LEASE AGREEMENT
 COUNTY OF LEE)

THIS LEASE AGREEMENT is made and entered into this the 4th day of October, 2016 at Opelika, Alabama, by and between the **City of Opelika, Alabama**, a municipal corporation, hereinafter referred to as "**LANDLORD**", and **Jeffery A. Hilyer**, hereinafter referred to as "**TENANT**".

In consideration of the mutual covenants contained herein, **LANDLORD** and **TENANT** agree as follows:

1. Defined terms. The following terms shall have the meaning set forth when used in this Agreement:

- A. "Closing Date" shall have the meaning given to such term in paragraph 4 of the Real Estate Sales Agreement dated as of October 4, 2016 between the Tenant, as Seller, and the Landlord, as Purchaser, relating to the property located at 608 Avenue A, Opelika, Alabama.
- B. "Landlord" shall mean the City of Opelika, Alabama.
- C. "Lease" shall mean this Lease Agreement.
- D. "Leased Premises" shall mean the property located at 608 Avenue A, Opelika, Alabama, as more particularly described in Section 1 of the Real Estate Sales Agreement.
- E. "REAL ESTATE SALES AGREEMENT" shall mean the agreement dated as of October 4, 2016 between the **TENANT**, as Seller, and the **LANDLORD**, as Purchaser, relating to the property located at 608 Avenue A, Opelika, Alabama.

F. "Tenant" shall mean My Second Home, LLC.

G. "Term" shall mean the term of this Lease Agreement commencing on the Closing Date and ending on February 11, 2017.

2. Property leased. **LANDLORD** hereby leases to **TENANT** and **TENANT** hereby leases from **LANDLORD** for the term and subject to the terms, covenants and conditions set forth in this Lease, the property located at 608 Avenue A, Opelika, Alabama, said premises being hereinafter referred to as the "Leased Premises".

3. Term. The term of this Lease (the "Term") shall be four (4) months commencing on the Closing Date and ending on February 11, 2017.

4. Rent. **TENANT** agrees to pay **LANDLORD** rent for the term of this Lease in the sum of twenty thousand dollars (\$20,000.00), payable in four (4) consecutive equal monthly installments of \$5,000.00, in advance on the 11th day of each calendar month commencing on October 11, 2016. **TENANT's** obligation to pay rent will continue up to the expiration of this Lease and will survive any earlier termination of this Lease. In the event any installment of rent is not paid within ten (10) days after it becomes due, a late fee of five percent (5%) of the past due rental shall also become immediately due and payable. Rental payments shall be made to the City of Opelika.

5. Condition of Premises. **TENANT** accepts the Leased Premises in its present, "AS IS" condition. **LANDLORD** shall not be obligated to perform any work, or make any improvements or alterations to the Leased Premises. **TENANT**, during the term of this Lease, shall keep the Leased Premises in clean condition, free of debris and trash.

6. Use. The Leased Premises shall be used by the **TENANT** solely for an office to conduct an accounting and law practice and for no other use whatsoever.

7. Compliance with Laws. **TENANT** shall comply with all laws, orders and regulations of Federal, State, County and Municipal authorities as to its use of the Leased Premises. **TENANT** shall not do, or permit to be done, any act within or upon the Leased Premises which invalidates any fire insurance policies covering the building or property therein.

8. Utilities. **TENANT** agrees to pay all bills for utilities related to the **TENANT's** business. The responsibility for payment for utilities shall include but not be limited to electricity, telephone, Internet, water, sewage and all other utilities consumed in or at the Leased Premises.

9. Repair and Maintenance. The **TENANT** shall not permit any waste to the Leased Premises and shall at all times maintain the interior, non-structural portions of the Leased Premises in good condition and repair and shall keep the Leased Premises reasonably free from dirt or all other refuse matter. The **LANDLORD** agrees to maintain and repair the roof, the exterior walls, the exterior structural portions of the building and the parking area on the land. The **TENANT** shall be responsible for the repair and maintenance of the HVAC, electrical and plumbing systems during the term of the Lease. The **TENANT** shall keep all glass, including that in doors, windows and fixtures, clean and in good condition, and shall replace glass which may be damaged or broken with glass of the same quality. The **TENANT** shall also maintain the grounds outside the building.

10. Insurance. **LANDLORD** agrees to procure and keep in force during the term of this Agreement, fire and extended coverage, insurance on the building and **LANDLORD's** property. **LANDLORD's** insurance coverage shall not be required to cover any of

TENANT's personal property and **TENANT** shall not have any claim against any of the proceeds of **LANDLORD's** coverage.

TENANT agrees to provide and keep in full force general comprehensive commercial liability insurance with limits of not less than one million dollars (\$1,000,000.00) for injury or death to any one person and one million dollars (\$1,000,000.00) for any one accident to protect the **TENANT** and **LANDLORD** from general liability claims arising from **TENANT's** usage of the Leased Premises. The policy shall name the **LANDLORD** as an additional insured thereon. **TENANT** shall furnish **LANDLORD** with a certificate of insurance, in a form satisfactory to **LANDLORD**, evidencing such coverage.

11. Loss, Damage. **LANDLORD** shall not be liable for any loss, damage or expense to any person or property of **TENANT** or to the personal property of the **TENANT's** employees or invitees. **LANDLORD** shall also not be liable for any theft of **TENANT's** property, nor for injury or damage to persons or property resulting from any cause whatsoever, unless due to the willful acts or gross negligence of **LANDLORD**, its agents, servants and/or employees.

12. Indemnification. **TENANT** agrees to indemnify and hold **LANDLORD** harmless from and against any and all liability for any injury to or death of any person or persons or any damage to property, or in any way arising out of or connected with the use or occupancy of the Leased Premises, or in any way arising out of the activities of the **TENANT**, its employees, guests, and invitees in the premises, and from all costs, expenses and liabilities, including, but not limited to, court costs and reasonable

attorney's fees incurred by the **LANDLORD** in connection therewith, excepting, however, liability caused by the **LANDLORD'S** gross negligence.

13. Smoking. No smoking is allowed on the Leased Premises. This rule will be strictly adhered to.

14. Alcoholic Beverages. Alcoholic beverages are prohibited on the Leased Premises. This rule will be strictly adhered to.

15. Care of Leased Premises. **TENANT** agrees to use due care in the use of the Leased Premises and further agrees that it will not commit waste thereon. **TENANT**, at **TENANT's** sole cost and expense, shall keep the Leased Premises, including the parking areas, in safe, neat and sanitary conditions, free of pests and vermin.

16. Remedies for Default. If **TENANT** shall fail to pay rent when due, shall default in any other provision of this Lease, or shall abandon the Leased Premises, **LANDLORD**, in addition to all other remedies provided either at law or in equity, may reenter and take possession of the Leased Premises and remove all persons and property therefrom, without being deemed guilty of any manner of trespass.

All rights and remedies of **LANDLORD** under this Lease shall be cumulative and none shall exclude any other right or remedy at law. Such rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefor arises.

17. Attorney's Fees. **LANDLORD** shall be entitled to recover reasonable attorney's fees and costs in connection with any action or proceeding to enforce this Lease or otherwise secure any rights due it under this Lease or as may be accorded by law.

18. Relationship of LANDLORD and TENANT. The execution of this Lease or the performance of any act pursuant to the provisions thereof shall not be deemed or construed to have the effect of creating between **LANDLORD** and **TENANT** the relationship of principle or agent, or of partnership, or of joint venture, and the relationship between them shall only be that of **LANDLORD** and **TENANT**.

19. Assignment. **TENANT** shall not assign, transfer or encumber this Lease and shall not sublease the Leased Premises or any part thereof or allow any person to be in possession thereof without the prior written consent of **LANDLORD**, in each and every instance.

20. LANDLORD's Right of Entry. **LANDLORD** or **LANDLORD's** agent may enter at reasonable hours to inspect the Leased Premises, and to do anything **LANDLORD** may be required to do hereunder.

21. Alterations. **TENANT** may not make any material or structural alterations or additions in or to the Leased Premises without the prior written consent of **LANDLORD**.

22. Toxic or Hazardous Materials. **TENANT** shall not store, use or dispose of any toxic or hazardous materials in or about the Leased Premises without the prior written consent of **LANDLORD**.

23. Notices. All notices required to be given to **LANDLORD** hereunder, shall be delivered to the City of Opelika, 204 Seventh Street South, Opelika, Alabama 36801, or such other address as **LANDLORD** may direct by written notice forwarded to **TENANT** by certified mail. All notices required to be given **TENANT** shall be delivered to P.O. Box 30, Opelika, Alabama, or such address as **TENANT** may direct by written notice forwarded to **LANDLORD** by certified mail.

24. Waiver. The failure of the **LANDLORD** to insist upon strict performance of any of the covenants or conditions of this Lease or to exercise any option herein conferred in any one or more instances shall not be construed as a waiver or relinquishment of any such covenants, conditions or options, but the same shall be and remain in full force and effect. The receipt by the **LANDLORD** of partial rent, after the **TENANT's** default of any covenant hereof, shall not be deemed to constitute a cure of any such default unless expressed in writing and signed by the **LANDLORD**.

25. Entire Agreement. This Lease constitutes the entire agreement between the parties hereto, and any change or modification to this Lease shall be in writing and signed by the parties hereto.

26. Counterparts. This Lease may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

27. Binding Effect. The provisions of this Lease shall be binding upon and shall inure to the benefit of the parties and their respective successors, legal representatives, heirs and assigns.

IN WITNESS WHEREOF, **LANDLORD** and **TENANT** have respectively caused this Lease to be executed by their duly authorized representatives as of the day and year first above written.

CITY OF OPELIKA-- LANDLORD

BY: _____

ITS MAYOR

ATTEST: _____

CITY CLERK

10-5-16

JEFFERY A. HILYER--TENANT

RESOLUTION NO. 277-16

Annual Appropriation Contract, Main Street.**RESOLUTION NO. _____**

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

) That the proposed CONTRACT FOR SERVICES to be entered into between the City

of Opelika and the Opelika Main Street, Inc., a copy of which is hereto attached as

Exhibit "A", be and the same is hereby approved, adopted, authorized, ratified and confirmed,

) That Gary Fuller, Mayor of the City of Opelika is hereby authorized and

empowered to execute the foregoing agreement in the name and on behalf of the City of Opelika

and the City Clerk is hereby authorized to affix the corporate seal of the City of Opelika thereto

and to attest the same, and the Mayor shall deliver one copy to the Opelika Main Street, Inc., and

retain one copy.

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 - Treasurer

STATE OF ALABAMA – LEE COUNTY
CONTRACT FOR SERVICES
 (Fiscal year 2016-2017)

This contract is made and entered into by and between the City of Opelika, Alabama, a municipal corporation, hereinafter referred to as the "City", and Opelika Main Street, Inc., a non-profit corporation, hereinafter referred to as "Main Street", on this the 30th day of September 2016.

In consideration of the agreements herein contained, the parties agree as follows:

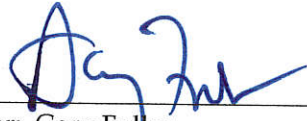
1. The term of this agreement shall be for a period of one (1) year commencing October 1, 2016 and ending September 30, 2017. At the end of each year this contract may be renewed by mutual agreement between the parties.
2. Main Street agrees to provide the City with the following services:
 - a. Promote and maintain an attractive downtown image for Opelika.
 - b. Support and maintain active downtown commerce in Opelika.
 - c. Promote and maintain the heritage and character of downtown Opelika.
 - d. Coordinate and work closely with other agencies to make downtown Opelika easily and safely accessible.
 - e. Conduct or assist with special events downtown; On The Tracks Food and Wine Festival (October and April), May Noon Tunes, Think Pink Breast Cancer Walk, On the Town events quarterly, two car shows per year, Christmas Open House and Christmas in a Railroad Town.
 - f. Work with the Opelika Historic Preservation Society, Auburn-Opelika Tourism Bureau, the North Opelika Historic Neighborhood Association, and the Museum of East Alabama, to promote and encourage Walking and Driving Tours of Opelika's Historic Districts and package group tours when requested.
 - g. Continue working with downtown property and business owners to encourage building improvements using the Main Street Façade Enhancement program when required.
3. As compensation for the services rendered hereunder, the City agrees to pay Main Street for a term of one (1) year commencing October 1, 2016, to the sum of \$21,000.00, payable in one lump sum.
4. Notwithstanding any of the provisions of this agreement, it is agreed that the City has no financial interest in the business of Main Street, and shall not be liable for any debts or obligations incurred by Main Street, nor shall the City be deemed or construed to be a partner, joint venture, or otherwise interested in the asset of Main Street, nor shall Main Street at any time use the name or credit of the City in purchasing or attempting to purchase any equipment, supplies or other things whatsoever.
5. Main Street in the performance of its operations and obligations hereunder shall not be deemed to be the agent of the city but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense. The City does not and will not assume any responsibility for the means by which or manner in which services by Main Street, provided for herein, are performed, but on the contrary, Main Street shall be wholly responsible therefore.
6. Main Street shall not transfer or assign this agreement or license any of the rights or privileges granted herein without prior written consent of the City.
7. Main Street agrees to comply with all local, state and federal laws while performing under the terms of this agreement.

Contract For Services – Between the City of Opelika and Opelika Main Street, Inc. (Fiscal year 2016-2017)
 Page 2

8. Main Street agrees that upon violation on any of the covenants and the agreements herein contained, on account of any act of omission or commission of Main Street, the City may, at its option, terminate and cancel this agreement.
9. Main Street agrees that it shall not use any funds received from the City for political activity nor shall it endorse or promote the campaign of any person for political office.
10. This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this agreement which is not contained herein shall be valid or binding unless in writing signed by both parties.
11. Subject to the provisions regarding assignment, this agreement shall be binding on the successors and assigns of the respective parties.
12. The laws of the State of Alabama hereunder, shall govern the validity of this agreement and of any of its terms, provisions, as well as the rights and duties of the parties.

WITNESS OUR HANDS AND SEALS this the ____ day of _____, 2016.

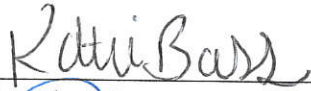
CITY OF OPELIKA, ALABAMA

By: 
 It's Mayor: Gary Fuller

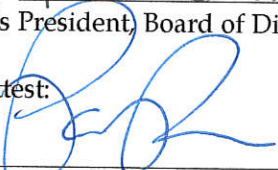
Attest:

 It's City Clerk: R. G. "Bob" Shuman

**OPELIKA MAIN STREET, INC.
 A Non-Profit Corporation**

By: 
 It's President Board of Directors: Katie Bass

Attest:


 It's Executive Director: Pam Powers-Smith

RESOLUTION NO. 278-16

Annual Appropriation Contract, Storybook Farm.**RESOLUTION NO.** _____**BE IT RESOLVED** by the City Council of the City of Opelika as follows:

) That the proposed CONTRACT FOR SERVICES to be entered into between the City of Opelika and Storybook Farm, a copy of which is hereto attached as Exhibit "A", be and the same is hereby approved, adopted, authorized, ratified and confirmed,

) That Gary Fuller, Mayor of the City of Opelika is hereby authorized and empowered to execute the foregoing agreement in the name and on behalf of the City of Opelika and the City Clerk is hereby authorized to affix the corporate seal of the City of Opelika thereto and to attest the same, and the Mayor shall deliver one copy to Storybook Farm, and retain one copy.

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, CMC
City Clerk - Treasurer

STATE OF ALABAMA)
 :
 COUNTY OF LEE)

CONTRACT FOR SERVICES

THIS AGREEMENT is made and entered into between the City of Opelika, Alabama a municipal corporation, hereinafter referred to as the "CITY", and the Storybook Farm, a 501(c)(3) charitable corporation, hereinafter referred to as the "Farm", on this the 4 day of October, 2016.

In consideration of the agreements herein contained, the parties agree as follows:

1. The term of this agreement shall be for a period of twelve (12) months commencing on the 1st day of October, 2016 and ending the 30th day of September, 2017.
2. During the term of this contract, the Farm agrees to provide, at no cost to the participants, therapeutic horseback riding and creative activities to children from the Opelika community with life threatening illnesses, chronic diseases, disabilities and children who have suffered a loss.
3. As compensation for the services rendered hereunder, the City agrees to pay to the Farm for the term of this agreement the sum of \$5,000.00 payable on a quarterly basis.
4. In the performance of its obligation hereunder, the Farm shall not promote the beliefs of any religious sect or denomination or engage in impermissible religious activities under the First Amendment of the United States Constitution. All programs shall be open to qualifying participants regardless of race, national origin, gender or religious affiliation.
5. The Farm agrees to comply with all local, state and federal laws while performing under the terms of this Contract.
6. The Farm agrees that it will not use any funds received from the City for political activities nor shall it endorse or promote the campaign of any person for political office.
7. The Farm in the performance of its operations and obligations hereunder shall not be deemed to be an agent of the City, but shall be deemed to be an independent contractor in every respect. The City does not and will not assume any responsibility for the means by which or manner in which the services by the Farm are performed, but on the contrary, the Farm shall be wholly responsible for the payment of its operating expenses, which includes, but not limited to, payroll expenses, taxes, maintenance expenses, supplies, utility charges, insurance premiums and governmental license fees.
8. The Farm agrees that upon the violation of any of the covenants and agreements herein contained, the City may, at its option, terminate and cancel this agreement.

9. The Farm shall not transfer or assign this contract or license any of the rights or privileges granted herein without the prior written consent of the City.
10. This contract supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this contract which is not contained herein shall be valid or binding unless in writing signed by the parties.
11. Subject to the provisions regarding assignment, this contract shall be binding on the successors and assigns of the respective parties.
12. The validity of this contract and of any of its items, provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties have hereunto signed their names and affixed their seals, this the _____ day of _____, 20 ____.

CITY OF OPELIKA, ALABAMA
A municipal corporation

BY: _____
Gary Fuller
Mayor

ATTEST:

Robert G. Shuman, CMC
City Clerk - Treasurer

STORYBOOK FARM
An Alabama non-profit corporation

BY: Dena He Little
Executive Director

ATTEST:


Storybook Farm witness

RESOLUTION NO. 279-16

Annual Appropriation Contract with Boys & Girls Clubs.

RESOLUTION NO. _____

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

) That the proposed CONTRACT FOR SERVICES to be entered into between the City of Opelika and the Boys & Girls Clubs of Greater Lee County, a copy of which is hereto attached

as Exhibit "A", be and the same is hereby approved, adopted, authorized, ratified and confirmed.

) That Gary Fuller, Mayor of the City of Opelika is hereby authorized and empowered to execute the foregoing agreement in the name and on behalf of the City of Opelika and the City Clerk is hereby authorized to affix the corporate seal of the City of Opelika thereto and to attest the same, and the Mayor shall deliver one copy to the Boys & Girls Clubs of Greater Lee County, and retain one copy.

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, CMC
City Clerk - Treasurer

AGREEMENT

The City of Opelika agrees to provide funds in the amount of \$40,000.00 for the Potter-Daniel Unit of the Boys & Girls Clubs of Greater Lee County. This money is to be used to help defray the expenses of Potter-Daniel Unit from October 1, 2016 – September 30, 2017.

These funds will be spent according to the guidelines as provided by the Boys & Girls Clubs of America. The Boys & Girls Clubs of Greater Lee County, Potter-Daniel Unit, is a member in good standing of the Boys & Girls Clubs of America.

These funds will be subject to audit by the auditors for the City of Opelika.

Standa J. Lewis

President

[Signature]

Board Treasurer

[Signature]

Mayor, City of Opelika

BOB
FYI - I've
signed.
Thanks
AG
10-10-16



BOYS & GIRLS CLUBS
OF GREATER LEE COUNTY

Administrative Offices

1365 Gatewood Drive
Suite #221
Auburn, AL 36830
Tel 334-502-1311
Fax 334-502-1313
clubs@bgcleeco.com
www.bgcleeco.org

October 7, 2016

Mayor Gary Fuller
City of Opelika
P.O. Box 390
Opelika, Alabama 36803-0390

Dear Mayor Fuller:

Thanks to you and the Opelika City Council for your positive response to our request for funding support for the Boys & Girls Clubs of Greater Lee County. Your appropriation of \$40,000 will help us maintain our tradition of service to our community's youth by providing quality programs and experiences. Currently 173 Opelika youth are active members in Boys & Girls Club programs.

Attached please find our signed agreement for the administration of the funds. Please express our gratitude to the City Council and all who were involved in approving our funding request.

Again, thank you for your continuing support.

Sincerely,

Wanda J. Lewis

Wanda J. Lewis
President/CPO

RESOLUTION NO. 280-16

Annual Appropriation Contract with Chamber of Commerce.**RESOLUTION NO.** _____**BE IT RESOLVED** by the City Council of the City of Opelika as follows:

) That the proposed CONTRACT FOR SERVICES to be entered into between the City

of Opelika and the Opelika Chamber of Commerce, a copy of which is hereto attached as

Exhibit "A", be and the same is hereby approved, adopted, authorized, ratified and confirmed,

) That Gary Fuller, Mayor of the City of Opelika is hereby authorized and

empowered to execute the foregoing agreement in the name and on behalf of the City of Opelika

and the City Clerk is hereby authorized to affix the corporate seal of the City of Opelika thereto

and to attest the same, and the Mayor shall deliver one copy to the Opelika Chamber of

Commerce, and retain one copy.

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, CMC
City Clerk - Treasurer

**STATE OF ALABAMA
LEE COUNTY**

**CONTRACT FOR SERVICES BETWEEN THE CITY OF OPELIKA AND
THE OPELIKA CHAMBER OF COMMERCE, INC.**

THIS CONTRACT made and entered into by and between the City of Opelika, Alabama, a municipal corporation, herein after referred to as “City”, and the Opelika Chamber of Commerce, Inc., a Non-Profit Corporation, hereinafter referred to as “Chamber”, as of this _____ day of _____, 2016

In consideration of the agreements herein contained, the parties agree as follows:

The term of the agreement shall be for a period of one (1) year commencing October 1, 2016 and ending September 30, 2017. At the end of each year this contract may be renewed by mutual agreement between parties.

1. The Chamber agrees to provide the City with the following services:
 - (A) Provide an organizational framework in which local leaders can act, respond, or participate in programs and activities which will advance the economic well-being of the entire Opelika community. The areas involved would include, but are not limited to industry, commercial/retail establishments, service/professional firms, education, agriculture, cultural arts, workforce development, business advocacy, and many other components involved in community growth and progress.
 - (B) Assist the City Economic Development Department in the gathering and updating of economic and community research and distribute information and data requested by commercial and business prospects and individuals interested in moving to our community.
 - (C) Provide support training, counseling, and other services required for local businesses of all types to establish, expand and prosper for the mutual benefit of the City and said businesses.
 - (D) Assist new or expanding businesses, agencies and institutions, and people moving into the area as requested.
 - (E) Assist the Mayor and Community Relations Department in providing public information regarding the City to all people who are referred by the City or who otherwise come into the area, regarding medical services, churches, climatic conditions (geographical, business and social), laws and statutes, courts, local community and governmental services, economics, taxes, and licenses.
 - (F) Receive, study, and respond to or answer all mail and inquiries which are directly or otherwise sent to the City by potential visitors, business and professional people, school children, research and survey agencies and the

myriad of outside sources and individuals seeking information about the community, its people, government, history, economical base, institution, professions, state and federal agencies, schools and educational institutions, housing and employment opportunities, legal professions, medical services, churches, climate (geographical, community, and governmental), services, taxes and licenses..

- (G) Develop and secure maps, charts, photos, brochures, etc. about Opelika for extensive distribution.
 - (H) Manage, plan, conduct, and publicize ribbon-cuttings for new businesses.
 - (I) Work with existing industry to address issues related to their expansion and retention, and the overall business climate of Opelika, for the benefit of the City.
 - (J) Through the management and staff of the Chamber, as well as volunteers from local leadership, to do everything possible to foster and promote the City of Opelika, and to create and maintain its goodwill.
 - (K) Manage leadership programs such as 20 under 40, Young Leaders, Leadership Lee County
3. As compensation for services rendered hereunder, the City agrees to pay or provide funds with which to pay the Chamber for a term of one (1) year commencing October 1, 2016, the sum of Sixty Thousand (\$65,000) Dollars (U.S.), payable in equal monthly installments on the 15th day of each month during said annual term commencing October 1, 2016.
 4. Notwithstanding any of the provisions of this agreement, it is agreed that the City has no financial responsibility in the business of the Chamber, and shall not be deemed liable for any debts or obligations incurred by the Chamber nor shall the City be construed to be a partner, joint-venturer, or otherwise interested in or with any of the indebtedness incurred by the Board in the assets of the Chamber, or profits earned or derived by the Chamber, nor shall the Chamber at any time or times use the name of the City in purchasing or attempting to purchase any equipment, supplies, or other items whatsoever.
 5. The Chamber, in the performance of its operations and obligation hereunder shall not be deemed to be the agent of the City, but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense as the City may from time to time request to indicate that it is an independent contractor. The City does not and will not assume any responsibility for the means in which or manner in which services by the Chamber, provided for herein, are performed, but on the contrary, the Chamber shall be wholly responsible therefore.
 6. The Chamber shall not transfer or assign this agreement or the license of any of the rights or privileges granted herein without the prior written consent of the City.
 7. The Chamber agrees that if upon violation of any of the covenants and agreements

herein contained, on account of any act of omission or commission of the Chamber, the City may at its option terminate and cancel this agreement .

8. The Chamber agrees that is shall not use any of the funds received from the City for political activity, nor shall it endorse or promote the campaign of any person for public office. Prohibited political activities shall include:
 - (a) Use of its influence for the purpose of interfering with or affecting the result of elections or nominations for office.
 - (b) Use of influence for the purpose of interfering with or affecting the results of partisan referendums.
 - (c) Lobbying in support of, or otherwise promoting partisan legislation, except that nothing herein shall prohibit the Chamber from attempting to secure legislation solely to advance commercial and industrial development of the City of Opelika and the State of Alabama.
9. This agreement supercedes all other agreements, either oral or in writing, between the parties with respect to the subject matter of this agreement which is not contained herein shall be valid or binding unless in writing and signed by both parties.
10. Subject to the provisions regarding assignment, this agreement shall be binding on the successors and assigns of the respective parties.
11. The validity of this agreement and of its terms, provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Alabama.

WITNESS OUR HANDS AND SEALS THIS THE ____ DAY OF _____, 2016.

THE CITY OF OPELIKA, ALABAMA

BY _____
ITS MAYOR

(SEAL)
ATTEST:

ITS CITY CLERK

THE OPELIKA CHAMBER OF COMMERC
A NON-PROFIT CORPORATION

BY: _____
ITS CHAIRMAN, BOARD OF DIRECTORS

ATTEST:

ITS PRESIDENT

RESOLUTION NO. 281-16

Annual Appropriation Contract with the J. W. Darden Foundation.**RESOLUTION NO. _____****BE IT RESOLVED** by the City Council of the City of Opelika as follows:

) That the proposed CONTRACT FOR SERVICES to be entered into between the City of Opelika and the J. W. Darden Foundation Inc., a copy of which is hereto attached as Exhibit

“A”, be and the same is hereby approved, adopted, authorized, ratified and confirmed,

) That Gary Fuller, Mayor of the City of Opelika is hereby authorized and empowered to execute the foregoing agreement in the name and on behalf of the City of Opelika and the City Clerk is hereby authorized to affix the corporate seal of the City of Opelika thereto and to attest the same, and the Mayor shall deliver one copy to the J. W. Darden Foundation Inc., and retain one copy.

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, CMC
City Clerk - Treasurer

STATE OF ALABAMA
LEE COUNTY

CONTRACT FOR SERVICES BETWEEN THE CITY OF OPELIKA
AND THE J. W. DARDEN FOUNDATION, INC.

THE CONTRACT made and entered into by and between the City of Opelika, Alabama, a municipal corporation, herein after referred to as "City", and the J. W. Darden Foundation, Inc., a non-profit corporation, herein after referred to as the "Darden Foundation", as of this _____ day of _____, 2016

In consideration of the agreements herein contained, the parties agree as follows:

1. The term of the agreement shall be for a period of one (1) year commencing October 1, 2016 and ending September 30, 2017. At the end of each year this contract may be renewed by mutual agreement between parties.
2. The Darden Foundation agrees to provide the city with the following services:
 - a. Provide an organization through which the beautiful, historical home and the legacy of Dr. and Mrs. J. W. Darden can be preserved and maintained for the citizens of Opelika.
 - b. As a non-profit foundation and in keeping with the legacy of Dr. J. W. Darden, the first African American Physician in Opelika, provide the facility for a Wellness Clinic that is operational, at this time, under the supervision of the EAMC Parish Nurse Program and the Auburn University School of Nursing and is open once a week for health screenings and health monitoring.
 - c. As a non-profit, provide the facility and facilitate the programming for health education programs through the Parish Nurses and area physicians and thereby promote healthy life styles with the attempt to decrease health care costs in our community.
 - d. As a non-profit, maintain referral services for the people using the screening services..
 - e. As a non-profit, promote and instill the social graces and leadership characteristics in young people that were exemplified by Dr. and Mrs. J. W. Darden.
 - f. As a non-profit foundation, provide an organizational framework to assist donors in achieving their philanthropic goals directed toward the accomplishment of the Darden Foundation's mission and its goals.

3. As compensation for services rendered hereunder, the City agrees to pay or provide funds with which to pay the Darden Foundation for a term of one (1) year commencing October 1, 2016, the sum of five thousand (\$5,000) dollars (U.S.), payable in equal quarterly installments on or before the 10th day of the month in the months of December, March, June, and September.
4. Notwithstanding any of the provision of this agreement, it is agreed that the City has no financial responsibility in the business of the Darden Foundation, and shall not be deemed liable for any debts or obligations incurred by the Darden Foundation nor shall the City be construed to be a partner, joint venture, or otherwise interested in or with any of the indebtedness incurred by the Board in the assets of the Darden Foundation nor shall the Darden Foundation at any time or times use the name of the City in purchasing or attempting to purchase any equipment, supplies, or other items whatsoever.
5. The Darden Foundation, in the performance of its operations and obligation hereunder shall not be deemed to be the agent of the City, but shall be deemed to be an independent contractor in every respect and shall take steps at its own expense as the City may from time to time request to indicate that it is an independent contractor. The city does not and will not assume any responsibility for the means in which or manner in which services by the Darden Foundation, provided for herein, are performed, but on the contrary, the Darden Foundation shall be wholly responsible.
6. The Darden Foundation shall not transfer or assign this agreement or license of any of the rights or privileges granted herein without the prior written consent of the City.
7. The Darden Foundation agrees that upon violation of any of the covenants and agreements herein contained, on account of any act of omission or commission of the Darden Foundation, the City may at its option terminate and cancel this agreement.
8. The Darden Foundation agrees that it shall not use any of the funds received from the City for political activity, nor shall it endorse or promote the campaign of any person for public office. Prohibited political activities include:
 - a. Use of its influence for the purpose of interfering with or affecting the result of election or nomination for office.
 - b. Use of influence for the purpose of interfering with or affecting the results of partisan referendums.
 - c. Lobbying in support of, or otherwise promoting partisan legislation, except that nothing herein shall prohibit the Darden Foundation from attempting to secure

legislation solely to advance commercial and industrial development of the City of Opelika and the State of Alabama.

9. This agreement supersedes all other agreements, either oral or in writing, between the parties with respect to the subject matter of this agreement.

10. Subject to the provisions regarding assignment, this agreement shall be binding on the successors and assigns of the respective parties.

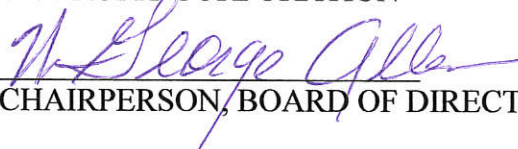
11. The validity of this agreement and of its terms, provision, as well as the rights and duties of parties hereunder, shall be governed by the laws of the State of Alabama.

WITNESS OUR HANDS AND SEALS THIS THE ____ DAY OF ____, 2016

THE CITY OF OPELIKA

BY _____
ITS MAYOR

THE J.W. DARDEN FOUNDATION, INC.,
A NON-PROFIT CORPORATION

BY 
ITS CHAIRPERSON, BOARD OF DIRECTORS

ATTEST:


ITS TREASURER

RESOLUTION NO. 282-16

Annual Appropriation Contract with the Lee Co. Youth Development.**RESOLUTION NO. _____**

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

) That the proposed CONTRACT FOR SERVICES to be entered into between the City of Opelika and the Lee County Youth Development Center, Inc., a copy of which is hereto

attached as Exhibit "A", be and the same is hereby approved, adopted, authorized, ratified and

confirmed,

) That Gary Fuller, Mayor of the City of Opelika is hereby authorized and empowered to execute the foregoing agreement in the name and on behalf of the City of Opelika and the City Clerk is hereby authorized to affix the corporate seal of the City of Opelika thereto and to attest the same, and the Mayor shall deliver one copy to the Lee County Youth Development Center, and retain one copy.

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, CMC
City Clerk - Treasurer

STATE OF ALABAMA

COUNTY OF LEE

AGREEMENT

THIS AGREEMENT made and entered into between the CITY OF OPELIKA, ALABAMA, a municipal corporation, hereinafter referred to as "City" and Lee County Youth Development Center, Inc., an Alabama non-profit corporation, hereinafter referred to as "Agency".

Statement of Background Information

1. Agency is a non-profit corporation located in the City of Opelika, Alabama, currently performing services for certain citizens of the City of Opelika.
2. Agency has requested a budget appropriation in the amount of \$32,000 from the City to be used as specifically set forth on Exhibit "A" attached hereto and made a part hereof by reference.
3. City has informed Agency that said funds can only be used for those services set forth on Exhibit "A" and for no others and that in the event that Agency fails to comply with the terms and conditions of this Agreement, Agency shall refund to City all sums not spent in accordance with Exhibit "A" for approved services.

STATEMENT OF AGREEMENT

NOW, THEREFORE, for and in consideration of the above recitations, the mutual covenants and agreements contained herein, the parties do hereby agree as follows:

1. City shall pay to Agency the sum of \$ 32,000 for budget year October 1, 2016 through September 30, 2017 with said payments to be paid as follows:
Equal payments of \$8,000.00 to be made quarterly.

2. Agency shall spend said funds only as forth on Exhibit "A" attached hereto and made a part hereof by reference.

3. Agency shall keep and maintain accurate books and records of the funds spent under the terms of this contract and said books and records shall be made available for inspection by the City at all reasonable times and places.

4. City shall only be **conditionally** obligated (based on the City achieving the budgeted 2016-2017 (revenue projections) to contribute said funds for the budget year set forth above; however, Agency may submit a written request to City for funding for subsequent budget years with said request to be submitted in writing to City no later than June 30 of each subsequent year. In no event shall City be obligated to appropriate additional monies to Agency.

5. This Agreement shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and date first above written.

CITY OF OPELIKA, ALABAMA,
a municipal corporation

BY: _____
Its _____

ATTEST:

By: _____
Its _____

Lee County Youth Development Center
a non-profit corporation

BY: [Signature]
Its Executive Director

ATTEST:

BY: [Signature]
Its Financial Services Coordinator

EXHIBIT A

Contract between the City of Opelika and Lee County Development Center, Inc.

Specific Services

1. Project Uplift Volunteer Mentor Program

Recruit, screen, train, place and supervise volunteers (primarily Auburn University students) to give structure and direction to troubled and/or disadvantaged youth in the City of Opelika.

2. In-School Prevention

- a. Children in Self-Care - "Home Alone" Training for all 4th graders in the Opelika City Schools targeting those who have no adult supervision from 3:00 to 6:00 p.m.
- b. Provide abstinence-only education "Abstinence Ed" for all 7th through 10th grade students in Opelika City Schools and students of LCYDC's Chanticleer Learning Center in Opelika, Alabama.

RESOLUTION NO. 283-16

Annual Appropriation Contract with the Museum of East Alabama.**RESOLUTION NO. _____**

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

) That the proposed CONTRACT FOR SERVICES to be entered into between the City

of Opelika and the Museum of East Alabama, a copy of which is hereto attached as

Exhibit "A", be and the same is hereby approved, adopted, authorized, ratified and confirmed,

) That Gary Fuller, Mayor of the City of Opelika is hereby authorized and

empowered to execute the foregoing agreement in the name and on behalf of the City of Opelika

and the City Clerk is hereby authorized to affix the corporate seal of the City of Opelika thereto

and to attest the same, and the Mayor shall deliver one copy to the Museum of East Alabama, and

retain one copy.

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 - Treasurer

CONTRACT FOR SERVICES

CITY OF OPELIKA	)	THE MUSEUM OF EAST ALABAMA
State of Alabama	)	Post Office Box 3085
Lee County, Alabama	)	Opelika, Alabama 36803-3085

This contract is made and entered into between the City of Opelika, Alabama, a municipal corporation, Hereinafter referred to as "City", a part of the first part, and The Museum of East Alabama, a non-profit corporation, hereinafter referred to as "Museum" as part of the second part.

In consideration of the agreement herein contained, the parties agree as follows:

- 1) The term of the agreement shall be for a period of one year commencing on: October 1, 2016 and ending September 30, 2017.

At the end of each year this contract may be renewed by mutual agreement between the parties.

- 2) Museum agrees to provide the city with the following services:
 - (a) To collect any material, equipment or personal property, which will help illustrate the history of East Alabama, including but not limited to its exploration, settlement, and development.
 - (b) Preserve the historical records of significant events, which have occurred in the East Alabama area.
 - (c) Operate and maintain public facilities in both downtown Opelika and other areas which have been deeded to the Museum of East Alabama for exhibition of historical artifacts of the City and East Alabama.
- 3) The facilities of the museum shall be open and available to the public during established business hours

Contract for Services between The City of Opelika, Alabama and
The Museum of East Alabama RE: Fiscal year 10/01/2016-9/30/2017

Page 2

- 4) As compensation for the services rendered herein, the City agrees to pay to the Museum the sum of:

Twenty-nine thousand six hundred dollars (\$29,600), payable in quarterly installments of:

Seven thousand four hundred dollars (\$7,400) each.

- 5) In the event the museum should dissolve, liquidate or discontinue its operations, the city will accept all properties and exhibits of the Museum and preserve such properties as historical artifacts of the city, and the property of the Museum shall revert back to the City.
- 6) Notwithstanding any of the provisions of this agreement, it is agreed that the city has no financial interest in the business of the Museum and shall not be liable for any debts or obligations incurred by Museum, nor shall the City be deemed to be partner, joint venture, or other wise interested in the assets of the Museum, nor shall Museum at any time or times use the name or credit of the City in purchasing or attempting to purchase any equipment, supplies or other things whatsoever.
- 7) Museum in performance of its operations and obligations hereunder shall not be deemed to be an agent of the City, but shall be deemed an independent contractor in every respect and shall take all steps at its own expense. The City does not and will not assume any responsibility for the means by which or the manner in which the services by Museum, provided for herein, are performed, but on the contrary, Museum shall be wholly responsible therefore.
- 8) Museum shall not transfer or assign this agreement or license or any or the rights or privileges granted herein without prior written consent of the City.
- 9) Museum agrees to comply with all local, state and federal laws while performed under this agreement.
- 10) Museum agrees that it shall not use any of its own funds for political activity nor shall it endorse or promote the campaign of any person for political office in the City of Opelika.
- 11) Contract for Services between The City of Opelika, Alabama and
The Museum of East Alabama RE: Fiscal year 10/01/2016-9/30/2017

Page 3

- 12) This agreement supersedes any and all agreements, either oral or in writing between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this agreement which is not contained herein shall be valid or binding unless signed in writing by both Parties.
- 13) Subject to the provision regarding assignment, this Agreement shall be binding on the Successors and assigns of the respective parties.

WITNESS our hands and seals this ____ of _____ 2016

BY: Its Mayor, The City of Opelika

ATTEST: City Clerk, The City of Opelika

_____

Glenn Buxton
Executive Director, Museum of East Alabama

RESOLUTION NO. 284-16

Annual Appropriation Contract with the Valley Haven School.**RESOLUTION NO.** _____**BE IT RESOLVED** by the City Council of the City of Opelika as follows:

) That the proposed CONTRACT FOR SERVICES to be entered into between the City

of Opelika and The ARC of the Chattahoochee Valley, Inc. (Valley Haven School), a
copy of

which is hereto attached as Exhibit "A", be and the same is hereby approved, adopted,

authorized, ratified and confirmed,

) That Gary Fuller, Mayor of the City of Opelika is hereby authorized and

empowered to execute the foregoing agreement in the name and on behalf of the City of Opelika

and the City Clerk is hereby authorized to affix the corporate seal of the City of Opelika thereto

and to attest the same, and the Mayor shall deliver one copy to the Valley Haven School, and

retain one copy.

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

C. E. "Eddie" Smith, Jr.
President of the City Council1
City of Opelika, Alabama

Attest:

Robert G. Shuman, CMC
City Clerk - Treasurer

This contract is made and entered into by and between the City of Opelika, Alabama, a municipal corporation, hereinafter referred to as "City", and The Arc of the Chattahoochee Valley, Inc., hereafter referred to as "The Association", on this the 1st day of October, 2016. In consideration of the agreements herein contained, the parties agree as follows:

1. The term of this Agreement shall be for a period of one (1) year commencing October 1, 2016, and ending September 30, 2017. At the end of each year this contract may be renewed by mutual agreement between the parties.
2. For the 2016-2017 school term, The Association agrees to provide educational and training services and ordinary programmatic components to preschool and adult individuals with intellectual disabilities for the City of Opelika. The Association shall coordinate with the Alabama Department of Mental Health to serve individuals with intellectual disabilities who are not eligible for other services. Services and training for preschoolers and adults shall be offered by Valley Haven School, 6345 Fairfax By-pass (P.O. Box 416), Valley, Alabama, 36854.
3. As compensation for the services rendered hereunder, the City agrees to pay to The Association for a term of one (1) year commencing October 1, 2016, the sum of \$2,000.00, payable upon request by The Association.
4. Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest on the business of The Association, and shall not be liable for any debts or obligations incurred by The Association, nor shall the City be deemed or construed to be a partner, joint ventures, or otherwise interested in the assets of The Association, nor shall The Association at any time or times use the name or credit of City in purchasing or attempting to purchase any equipment, supplies or any other thing or things whatsoever.
5. The Association in the performance of its operation and obligations here under shall not be deemed to be the agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense. The City does not and will not assume any responsibility for the means by which or manner in which services by The Association provided for herein, are performed, but on the contrary, The Association shall be wholly responsible therefor.
6. The Association shall not transfer or assign this Agreement without the prior written consent of the city.
7. The Association agrees to comply with all Local, State, and Federal Laws while performing under the terms of this Agreement.
8. This Agreement may be terminated by either party upon six (6) months advance notice in writing to the other party.
9. This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this agreement which is not contained herein shall be valid or binding unless in writing signed by both parties.
10. Subject to the provisions regarding assignment, this agreement shall be binding on the successors and assigns or the respective parties.
11. The validity of this Agreement and of any of its terms, provisions, as well as the rights and duties of the parties hereunder, shall be governed by the Laws of the State of Alabama.

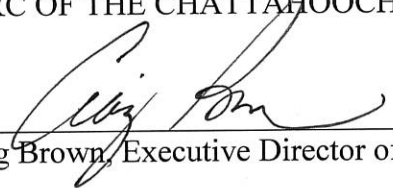
IN WITNESS THEREOF, the parties hereto have signed their names and affixed their seals, this the 1st day of October, 2016.

ATTEST:

CITY OF OPELIKA, ALABAMA

By: _____
Gary Fuller, Mayor

THE ARC OF THE CHATTAHOOCHEE VALLEY, INC.

By:  _____
Craig Brown, Executive Director of The Arc of the Chattahoochee Valley, Inc.

Attachment: CM 10-18-16, annual appropriation contract, Valley Have (284-16 : Annual Appropriation Contract with the Valley Haven School.)

RESOLUTION NO. 285-16

Annual Contract with the Lee Co. Rabies Officer.**RESOLUTION NO.** _____**BE IT RESOLVED** by the City Council of the City of Opelika as follows:

) That the proposed CONTRACT FOR SERVICES to be entered into between the City

of Opelika and the Lee County Rabies Officer a copy of which is hereto attached as

Exhibit "A", be and the same is hereby approved, adopted, authorized, ratified and confirmed,

) That Gary Fuller, Mayor of the City of Opelika is hereby authorized and

empowered to execute the foregoing agreement in the name and on behalf of the City of Opelika

and the City Clerk is hereby authorized to affix the corporate seal of the City of Opelika thereto

and to attest the same, and the Mayor shall deliver one copy to the Lee County Rabies Officer,

and retain one copy.

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, CMC
City Clerk - Treasurer

STATE OF ALABAMA)
 :
 COUNTY OF LEE)

CONTRACT FOR SERVICES

THIS CONTRACT is made and entered into between the City of Opelika, Alabama a municipal corporation, hereinafter referred to as the "CITY", and the Lee County Rabies Officer, hereinafter referred to as the "RABIES OFFICER", on this the _____ day of _____, 2016.

In consideration of the agreements herein contained, the parties agree as follows:

1. The term of this agreement shall be for a period of twelve (12) months commencing on the 1st day of October, 2016 and ending the 30th day of September, 2017.
2. The Rabies Officer agrees to provide the City with the following services:
 - (a) To handle all cases involving animals biting or scratching humans.
 - (b) To ensure that any animal that bites or scratches a person is quarantined by a veterinarian or is tested for rabies according to Alabama law.
 - (c) To work with the City's animal control division in an advisory capacity.
 - (d) To provide emergency care for animals picked up by animal control until the owners are contacted.
 - (e) To offer opinions on disposition of animals that are injured or deemed suffering and their owners are unidentified.
 - (f) Strive to make sure that all pets are vaccinated yearly for rabies.
 - (g) To work with animal control concerning problems with wild animals as it pertains to rabies.
 - (h) To provide a quarterly and year-to-date bite report to the Opelika City Clerk. This report shall provide the following for each rabies incident: bite date, report date, owners name, victims name and animal type. This information shall be detailed for Opelika and for the County and Auburn (as available). This report is due in the City Clerk's office by the 15th of the month following the end of the quarter.
3. As compensation for services rendered hereunder, the City agrees to pay to the Rabies Officer for a term of twelve (12) months commencing October 1st, 2016, the sum of \$6,000.00, payable in equal monthly installments of \$500.00 on the 15th day of each month during the term of this Agreement.
4. Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of the Rabies Officer and shall not be liable for any debts or obligations incurred by the Rabies Officer nor shall the City be deemed or construed to be a partner, joint venturer, or otherwise interested in the assets of Rabies Officer, nor shall Rabies Officer at any time or times use the name or credit of said City in purchasing or attempting to purchase equipment, supplies or any other thing whatsoever.

5. Rabies Officer in performance of his obligations hereunder shall not be deemed to be the agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at his own expense. The City does not and will not assume any responsibility for the means by which or manner in which services by Rabies Officer, provided herein, or performed, but on the contrary, Rabies Officer shall be wholly responsible therefore.
6. Rabies Officer shall not transfer or assign this Agreement without the prior written consent of the City.
7. Rabies Officer agrees to comply with all local, state and federal laws while performing under the terms of this Agreement.
8. This Agreement may be terminated by either party, without cause, upon thirty (30) days prior written notice to the other.
9. For the purpose of this Agreement, Rabies Officer means the duly licensed veterinarian appointed by the County Board of Health to enforce the rabies laws of the State of Alabama.
10. Subject to the provisions regarding assignment, this Agreement shall be binding on the successors and assigns of the respective parties.
11. The validity of this Agreement and any of its terms, provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties have hereunto signed their names and affixed their seals, this the _____ day of _____, 2016.

CITY OF OPELIKA, ALABAMA

BY: _____
Gary Fuller
Mayor

ATTEST:

Robert G. Shuman, CMC
City Clerk - Treasurer

BY: _____
Dr. Buddy Bruce, D.V.M.
Lee County Rabies Officer

RESOLUTION NO. 286-16

Create New Position, Senior Accountant.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING NEW POSITION OF SENIOR ACCOUNTANT IN THE
ACCOUNTING DEPARTMENT**

WHEREAS, the Mayor has submitted his recommendation to the City Council to authorize the new position of Senior Accountant in the Accounting Department and to amend the organizational chart of the Accounting Department of the City of Opelika.

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

1. That the new position of Senior Accountant in the Accounting Department is hereby approved and authorized by the City Council. The compensation pay range for said position shall be equal to pay grade 21 as established in the City's pay plan.
2. The position of Senior Accountant is a full time, exempt position.
3. That the job description of Senior Accountant, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, is hereby approved by the City Council.
4. That the Controller is hereby authorized and directed to modify the organizational chart of the Accounting Department to implement the changes in personnel as contemplated by this Resolution.
5. That the Controller is authorized to make the appropriate budget adjustments to implement this Resolution.

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

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

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

ATTEST:

CITY CLERK

EXHIBIT "A"**CITY OF OPELIKA
POSITION DESCRIPTION****TITLE: SENIOR ACCOUNTANT****GENERAL DESCRIPTION**

The essential function of the position within the organization is to assist the Controller in managing the City's Opelika Power Services accounting system in accordance with established procedures. The position is responsible for accounting software for OPS under Uniform System of Accounts for Utilities and GAAP, maintaining a list of fixed assets and depreciation schedules for public utilities, maintaining debt service records, assisting with daily accounting functions, and performing duties of accounting personnel in their absence. The position works under general supervision of the Controller, works independently developing work methods and sequences.

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

Leads efforts in establishing an accounting software system for OPS under Uniform System of Accounts for Utilities, GAAP application and accounting standards, publication of Comprehensive Financial Reports and audit contract and administration.

Assists Controller and other accounting staff in compliance with established procedures for OPS in areas to include accounts payable, accounts receivable, capital assets, debt management, general ledger, inventory, payroll and work orders; evaluates processes, identifies deficiencies, and implements necessary changes; ensure the entity follows all federal, state, and local laws and regulations.

Reviews financial and operational systems for efficiencies and risks; monitors internal controls to safeguard entity assets; develops and oversees the implementation and maintenance of various financial and accounting software programs utilized by the entity.

Performs monthly bank statement reconciliations for public utilities. Includes recording monthly interest revenue as well as preparing journal entries to record transactions.

Provides training on use of the City's Utility financial software program as well as answer questions and help solving problems that arise.

Gathers and maintains information/data to support periodic and special reports documenting activities for area of responsibility under direction of Controller.

Provides assistance to the Controller and OPS Director and other management team members in the administration of the entity's accounting services.

Performs duties of other accounting department personnel as required.

Participates in and contributes to the annual audit of financial statements.

SENIOR ACCOUNTANT

Participates in and contributes to several annual compliance reviews of financial statements, rates, and policies.

Assists in preparation of the monthly and annual financial report and variance explanations.

Develops cooperative professional relationships; represents the utility at various regional accounting meetings as well as AMEA and APPA finance meetings; stay abreast of new pronouncements, laws, trends, and innovations in finance, accounting, and cash management.

Attends or conducts staff and other professional meetings to exchange information; attends in-service training and technical or professional classes, seminars, or conferences to improve technical or professional skills.

Performs other related duties as required.

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

Directs others in major events and reports on activities and results.

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

Instructs or trains others through explanation, demonstration, and supervised practice, or by making recommendations on the basis of technical disciplines.

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

Handles or uses machines, tools, equipment or work aids involving some latitude for judgment regarding attainment of a standard or in selecting appropriate items such as computers, peripherals, or software programs such as word processing, spreadsheets or custom applications.

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

Requires responsibility and opportunity for achieving major economies and/or preventing major losses through assisting with management of a moderate sized department, authorizing expenditures of large amounts of money, supervising the purchasing of high value materials, supplies and equipment, or providing routine legal counsel.

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

Uses practical application of fractions, percentages, ratios and proportions, measurements, or logarithms; may use algebraic solutions of equations and equalities, deductive geometry, and/or descriptive statistics.

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

Reads scientific and technical journals, abstracts, financial reports, and legal documents; writes complex articles and reports; may make presentations to professional groups.

Created October 2016

SENIOR ACCOUNTANT

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

Performs work involving the application of logical principles and thinking to solve practical problems within or applying to a unit or division of the organization; requires continuous, close attention for accurate results and frequent exposure to unusual pressure.

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

Requires decision-making as a major part of the job, affecting a major segment of the organization and the general public; works in a dynamic environment assisting with the responsibility for developing policies and practices.

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

Makes decisions with moderately serious impact - affects work unit and may affect other units or citizens.

KNOWLEDGE, SKILLS, AND ABILITIES:

Must establish a relationship with a 3rd party service provider to implement the business computer system for finance and customer management.

Skill at the intermediate to advanced level in the use of current accounting and word processing programs, including Excel, Word, Adobe Acrobat, e-mail programs, online banking, internet reporting and uploading, and other operating systems used in the City.

Skill in analyzing problems from the perspective of the accounting profession; identifying alternative solutions; projecting consequences of proposed actions; and implementing recommendations.

Maintain effective relationships with customers and regulatory agencies; meeting the public in situations requiring diplomacy and tact; and dealing constructively with conflict and recommending effective resolutions.

Effectively communicate verbally and in writing; and effectively communicate with individuals from various socioeconomic, ethnic, and culturally diverse backgrounds.

Exercise sound judgment in handling sensitive issues; and preparing, presenting, and maintaining complete, accurate, and concise reports, memorandums, and letters.

Ability to have regular and predictable attendance at work.

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

Requires Bachelor's degree in Accounting or related field as determined by the hiring authority.

SENIOR ACCOUNTANT

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

Requires none. CPA desired.

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

Four (4) years of increasingly responsible professional accounting experience.

Desirable: Experience in professional accounting work with utilities and municipal government.

Desirable: Experience in accounting software conversion.

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

Requires sedentary work involving standing or walking for brief periods, exerting up to 10 pounds of force on a regular basis, and some dexterity in operating machines, tools, or office equipment.

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

Requires no responsibility for the safety and health of others.

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

The position is exposed to no unusual environmental hazards.

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

The position requires normal visual acuity and field of vision, hearing, and speaking.

AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

ORDINANCE NO. (ID # 1859)

Amend Zoning Ord. & Map from R-I, GC to C-2, GC at 3000 Columbus Parkway - 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 No. 124-91 entitled “Zoning Ordinance of the City of Opelika” 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 parcel of land hereinafter in this section described from one class of district to another class of district as follows:

- (a) From a R-1, GC District (Rural, Gateway Corridor Overlay District) to a C-2, GC District (Office/Retail, Gateway Corridor Overlay District), the parcel of land hereinafter described:

Commence at the northeast corner of Section 15, Township 19 North, Range 27 East, in Lee County, Alabama; thence run due West, 324.7 feet to an iron pin and the point of beginning of the parcel to be described herein. From said point of beginning, thence run North 32°33’50” East, 101.28 feet to a point; thence run North 89°10’ East, 259.53 feet to a point; thence run South 58°19’ East, 341.14 feet to a point; thence run South 01°52’ West, 899.11 feet to a point on the northerly margin of the right of way of U.S. Highway 280/431 as it was located on August 16, 1982; thence run North 82°58’02” West along said margin, 651.8 feet to a point; thence run North 03°22’03” West, 399.65 feet to a point; thence run North 04°36’52” West, 156.06 feet to a point; thence run North 10°48’59” East, 368.07 feet to the point of beginning; containing 15.608 acres, more or less; subject to all easements and restrictions of record.

The above-described parcel is further described as 3000 Columbus Parkway,
Opelika, AL

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 one (1) time in a newspaper of general
circulation in the City of Opelika, Lee County, Alabama.

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

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

ATTEST:

CITY CLERK

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

CITY CLERK

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2016.

MAYOR

ATTEST:

CITY CLERK