OPELIKA CITY COUNCIL
" REGULAR MEETING MINUTES "
204 South 7th Street
November 15, 2016
TIME: 7:00 PM

1. Call to Order

President Smith called this council meeting to order at 7pm then asked Mr. Shuman to call the roll.

2. Roll Call

All council members were present.

1. Patricia Jones, Tiffany Gibson-Pitts, Dozier Smith T, David Canon, Eddie Smith

3. Invocation

The invocation was provided by Joey Motley, City Administrator.

4. Pledge of Allegiance

The pledge was lead by Councilman Dozier Smith T.

5. Reading of Minutes

1. Minutes for the 11-1-16 City Council Meeting.

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

2. Minutes for the 11-07-16 City Council Organizational Meeting.

Mr. Canon asked that Mr. Jones be changed to Ms. Jones under General Business number 7. Said minutes was approved as revised.

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

6. Unfinished Business

7. Remarks By the Mayor

Mayor Fuller advised the city council that he had appointed Mary Bryant to the OHA Board replacing Tasha Fuller. Ms. Bryant will assume the existing term.

Mayor Fuller advised everyone present of the streets that will be blocked temporarily for maintenance work.

Mayor Fuller advised eveyone present of the garbage pickup schedule for Thanksgiving week and wished everyone a safe and happy Thanksgiving.

Mayor Fuller introduced Leigh Krehling, the City's new Community Relations Specialist who will be replacing Jan Gunter at the end of January 2017.

1. Building Inspection Permit Reports - October, 2016

Mayor Fuller called on Joey Motley, City Administrator, to provide a summary of the City's October building permit report.

2. Present proclamation for Small Business Saturday.

Mayor Fuller presented a proclamation recognizing Small Business Saturday to Barbara Patton, Chamber of Commerce President and Bill Trant, Chamber Chairman.

3. Recognize Police Officer of the Quarter - Sergeant Alfred White.

Due to a major fire at the Old Leshner Mill, this recognition will take place at the 12/6 council meeting.

4. Recognize Firefigher of the Year - Noah Allmond. Runner ups - Zach Nelson & Bradley Bowen.

Due to a major fire at the Old Leshner Mill, this recognition will take place at the 12/6 council meeting.

8. Citizen Communications

(Limit comments to five minutes or less)

Elizabeth Miller, Chairman of the Lee Co. Human Society, thanked Mayor Fuller and the City Council for the City's 2017 appropriation to the LCHS. We appreciate the partnership between the City of the LCHS. I also wish to thank Terry White for his assistance in making our partnership work and paying attention to the details.

9. Report of Disbursements

10. Committee Reports

11. General Business

1. Public Hearing Weed Abatement Assessment - 12 East Johnson Ave

Mr. Shuman stated this pubic hearing was for a weed assessment at 12 East Johnson Avenue. President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said assessment. No one came forward. President Smith closed this public hearing.

2. Public Hearing Weed Abatement Assessment - 308 Brannon Ave

Mr. Shuman stated this pubic hearing was for a weed assessment at 308 Brannon Avenue. President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said assessment. No one came forward. President Smith closed this public hearing.

3. Public Hearing Weed Abatement Assessment - 709 India Rd

Mr. Shuman stated this pubic hearing was for a weed assessment at 709 India Road. President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said assessment. No one came forward. President Smith closed this public hearing.

4. Public Hearing Weed Abatement Assessment - 1109 Magnolia St.

Mr. Shuman stated this pubic hearing was for a weed assessment at 1109 Magnolia Street. President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said assessment. No one came forward. President Smith closed this public hearing.

5. Public Hearing, Amend Zoning Ordinance & Map, 2004 Yarbrough Drive.

Jerry Kelly, Planning Director, provided a summary of an amendment to re-zone the property at 2004 Yarbrough Drive. President Smith opened this public asking if there was anyone that would like to speak for or against said re-zoning.

John Flemming stated his home is behind said property and is concerned about the increased traffic, noise, security and effect on his property value.

Cora McGriff stated she lives near said property and wants to make sure that the neighborhood remains quiet and secure with no big trucks and increased traffic.

Ledge Nettles, the property owner at 2004 Yarbrough Drive stated that his company is provides civil engineering services and has six employees. The company vehicles are small SUV's and I will be building a wooden privacy fence for a buffer.
Jerry Kelly stated that the proposed zoning requires Conditional Use approval.

12. Awarding of Bids

There are no bids.

13. Resolutions

1. Resolution 305-16 Expense Reports from Various Departments.

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

2. Resolution 306-16 Designate City Personal Property Surplus & Authorize Disposal

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dozier Smith T, Council Member
SECONDER:	Tiffany Gibson-Pitts, Council Member
AYES:	Jones, Gibson-Pitts, Smith T, Canon, Smith

3. Resolution 307-16 Purchase - Six Hundred (600) Itron Electric Meters - OPS

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

4. Resolution 308-16 Purchase - Six Hundred (600) TPM Controllers - OPS

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

5. Resolution 309-16 Purchase - Two (2) 2017 Chevrolet 3500 Passenger Vans - P&R

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

6. Resolution 310-16 Purchase - Fifteen (15) Lenel OnGuard Access Control Systems - P/W

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

7. Resolution 311-16 Weed Abatement Assessment - 12 East Johnson Ave

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

8. Resolution 312-16 Weed Abatement Assessment - 308 Brannon Ave

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	David Canon, Council Member
SECONDER:	Tiffany Gibson-Pitts, Council Member
AYES:	Jones, Gibson-Pitts, Smith T, Canon, Smith

9. Resolution 313-16 Weed Abatement Assessment-709 India Rd.

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

10. Resolution Weed Abatement Assessment - 1109 Magnolia St. - TABLED

Ms. Jones had questions about this assessment and asked the City Council to Table this resolution till the next council meeting.

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

11. Resolution 314-16 IAR Agreement with ALDOT for Cartech - Eng.

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

12. Resolution 315-16 Authorize Grant Application with ALDOT.

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

13. Resolution 316-16 Employment Contract with Robert L. Holley - OPD

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

14. Resolution 317-16 Appropriation Contract with the OIDA.

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

15. Resolution 318-16 Renew Lease Agreement with OHA - Senior Center.

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

16. Resolution 319-16 Designate City Bank Depositories.

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

17. Resolution 320-16 Reappoint the City Clerk - Treasurer.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Tiffany Gibson-Pitts, Council Member
SECONDER:	Dozier Smith T, Council Member
AYES:	Jones, Gibson-Pitts, Smith T, Canon, Smith

18. Resolution 321-16 Agreement, Compacting & Baling Services with Lee Co. - OES

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

19. Resolution 322-16 Agreement for Professional Services with Constantine Engineering, Inc. - P/W

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

20. Resolution 323-16 Agreement with American Behavioral Benefits Managers, Inc - H/R

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Tiffany Gibson-Pitts, Council Member
SECONDER:	David Canon, Council Member
AYES:	Jones, Gibson-Pitts, Smith T, Canon, Smith

21. Resolution 324-16 Revising Job Title and Job Description for Assistant Sportsplex Manager

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

22. Resolution 325-16 Engagement Letter for Legal Services, Samford & Denson, LLP.

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

14. Ordinances

1. Ordinance Amend Zoning Ordinance & Map from R-3, GC to C-2, GC at 2004 Yarbrough Dr. - 2Nd Reading.

This ordinance was introduced for a 1st reading by Mr. Canon.

RESULT:	**FIRST READING INTRODUCED**

15. Appointments

1. Appoint Vanessa Darden to P&R Board to replace Rod Herring who has resigmed. The existing term ends 3-15-17.

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

16. Adjourn

The City Council meeting minutes of 11-15-16 are hereby adopted and approved this the 7th day of December , 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 7:56 pm.

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

City Council
204 South 7Th Street
Opelika, AL

ADOPTED

Meeting: 11/15/16 07:00 PM
Department: City Clerk
Category: CM Minutes
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:
DOC ID: 2004

CM MINUTES (ID # 2004)

Minutes for the 11-1-16 City Council Meeting.

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

OPELIKA CITY COUNCIL
" REGULAR MEETING MINUTES "
204 South 7th Street
November 1, 2016
TIME: 7:00 PM

1. Call to Order

President Smith called this council meeting to order and asked 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

Councilman Canon provided the invocation.

4. Pledge of Allegiance

Lily Hickman and Robbi Jones lead the Pledge of Allegiance.

1. lead by Lily Hickman and Robbi Jones from Southview Primary School.

5. Reading of Minutes

Ms. Jones asked that the minutes for the 10-18-16 CM be amended to reflect her request for the council to further discuss the ordinance covering police escorts for funerals since she has received additional information. Mr. Shuman said he would make said amendment to the 10-18-16 CM minutes.

1. Minutes Covering the 10-18-16 City Council Meeting.

These minutes were approved as amended.

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

Mayor Fuller was absent from this council meeting because he was in Korea on an economic development trip for the City.

1. Reappoint Gary Fuller & John McEachern to the Planning Commission. Term expires 11-02-20.

In the Mayor's absence, President Smith stated for the record that Mayor Fuller has re-appointed himself and Chief John McEachern to the Opelika Planning Commission.

8. Citizen Communications

(Limit comments to five minutes or less)

9. Report of Disbursements

10. Committee Reports

11. General Business

Attachment: CM 11-15-16, minutes from 11-1-16 CM (2004 : Minutes for the 11-1-16 City Council Meeting.)

1. Request by Cottonseed Studios for Temporary Closing of a Portion of 8Th Street.

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

2. Annual Request by EAMC for Temporary Closing of East Thomason Circle.

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

3. Request Temporary Street Closure, Veterans Day on November 11Th.

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

4. Factory South Request, Retail Beer & Wine on and Off Premise License.

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

5. Notice of Public Hearing Weed Abatement Assessment - 100 Cottage Ct.

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

6. Notice of Public Hearing Weed Abatement Assessment - 101 Cottage Ct

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

7. Notice of Public Hearing Weed Abatement Assessment - 102 Cottage Ct

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

8. Notice of Public Hearing Weed Abatement Assessment - 103 Cottage Ct.

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

9. Notice of Public Hearing Weed Abatement Assessment - 104 Cottage Ct

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

10. Notice of Public Hearing Weed Abatement Assessment - 106 Cottage Ct.

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

11. Notice of Public Hearing Weed Abatement Assessment - 108 Cottage Ct.

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

Attachment: CM 11-15-16, minutes from 11-1-16 CM (2004 : Minutes for the 11-1-16 City Council Meeting.)

12. Awarding of Bids

There was no bids.

13. Resolutions

1. Resolution 287-16 Purchase - Vista HD Wi-Fi Body Cameras - Sole Source - PD

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

2. Resolution 288-16 Purchase - Attack Digital Fire Training Simulator - Sole Source - FD

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

3. Resolution 289-16 Purchase - (22) Scott Safety Air Pack Upgrades - Sole Source - FD

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

4. Resolution 290-16 Weed Abatement Assessment - 100 Cottage Ct.

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

5. Resolution 291-16 Weed Abatement Assessment - 101 Cottage Ct.

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

6. Resolution 292-16 Weed Abatement Assessment - 102 Cottage Ct.

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

7. Resolution 293-16 Weed Abatement Assessment - 103 Cottage Ct.

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

8. Resolution 294-16 Weed Abatement Assessment - 104 Cottage Ct.

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

9. Resolution 295-16 Weed Abatement Assessment - 106 Cottage Ct.

Attachment: CM 11-15-16, minutes from 11-1-16 CM (2004 : Minutes for the 11-1-16 City Council Meeting.)

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

10. Resolution 296-16 Weed Abatement Assessment - 108 Cottage Ct.

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

11. Resolution 297-16 Request for a Special Use Permit, T-Mobile 1015 West Point Pkwy.

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

12. Resolution 298-16 Request for a Special Use Permit, T-Mobile at 2605 Tower Street.

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

13. Resolution 299-16 Tax Abatement Agreement with Daewon America, Inc.

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

14. Resolution 300-16 Appropriation Contract, Al. Cooperative Extension System.

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

15. Resolution 301-16 Appropriation Contract with Keep Opelika Beautiful.

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

16. Resolution 302-16 Appropriation Contract with the Arts Assoc. of East Alabama.

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

17. Resolution 303-16 Designation of Ward 2 Reserve Funds.

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

18. Resolution 304-16 Expense Reports from Various Departments.

Attachment: CM 11-15-16, minutes from 11-1-16 CM (2004 : Minutes for the 11-1-16 City Council Meeting.)

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

14. Ordinances

1. Ordinance 127-16-ORD Amend Zoning Ord. & Map from R-I, GC to C-2, GC at 3000 Columbus Parkway - 2Nd Reading.

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

15. Appointments

1. Reappoint Gary Fuller & Dozier Smith T to the Airport Advisory Board. Term expires 11-02-20.

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

2. Appoint Tiffany Gibson-Pitts to the Al. Council on Human Relations. Term expires 11-02-20.

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

3. Reappoint Patsy Jones, Eddie Smith & Joey Motely to the Board of Appeals-P/W. Term expires 11-02-20.

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

4. Reappoint Gary Fuller & appoint David Canon to the LRCOG-Exe. Board & MPO. Term expires 11-02-20.

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

5. Reappoint Raven Harvis & Leanadous Summers to the LRCOG-MPO Citizen Advisory Committee. Term expires 11-05-18.

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

6. Reappoint David Canon to the Opelika Planning Commission. Term expires 11-02-20.

Attachment: CM 11-15-16, minutes from 11-1-16 CM (2004 : Minutes for the 11-1-16 City Council Meeting.)

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

7. Reappoint Patsy Jones to the Utility Board. Term expires 5-04-20.

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

8. Reappoint Gary Fuller to the Solid Waste Disposal Authority. Term expires 11-02-20.

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

9. Appoint Linda Summers to the Library Board. Term expires 10-19-20.

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

16. Adjourn

Since this was Larry Gray's last council meeting, President Smith presented an appreciation resolution to Mr. Gray recognizing the many contributions that he has made over his eight (8) years of service on the Opelika City Council.

Mr. Gray asked Tiffany Gibson-Pitts, the new Ward 2 council member, to please come forward so he could present her with the Ward 2 City i-pad that she will using as a council member and to wish her the best over the next four years.

The City Council meeting minutes of 11-1-16 are hereby adopted and approved this the _____ day of _____, 2016.

/S/

_____

President of the City Council

City of Opelika, Alabama

ATTEST:

/s/

_____

City Clerk - Treasurer

1. Motion to adjourn.

This council meeting was adjourned at 7:34 PM.

Attachment: CM 11-15-16, minutes from 11-1-16 CM (2004 : Minutes for the 11-1-16 City Council Meeting.)

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

Attachment: CM 11-15-16, minutes from 11-1-16 CM (2004 : Minutes for the 11-1-16 City Council Meeting.)

City Council
204 South 7Th Street
Opelika, AL

ADOPTED

Meeting: 11/15/16 07:00 PM
Department: City Clerk
Category: CM Minutes
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:
DOC ID: 2013

CM MINUTES (ID # 2013)

Minutes for the 11-07-16 City Council Organizational Meeting.

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

OPELIKA CITY COUNCIL
" ORGANIZATIONAL MEETING MINUTES "
204 South 7th Street
November 7, 2016
TIME: 6:00 PM

1. Call to Order

Bob Shuman, City Clerk, called the City Council Organizational meeting to order.

2. Roll Call

The Mayor and all City Council members were present.

1. Patricia Jones, Tiffany Gibson-Pitts, Dozier Smith T, David Canon, Eddie Smith

3. Invocation

Mr. Smith provided the invocation.

4. Pledge of Allegiance

Ms. Pitts lead the Pledge of Allegiance.

5. General Business

1. Administer Oath of Office - Mayor Gary Fuller.

The Honorable Hal Smith, retired Probate Judge, administered the oath of office to Mayor Gary Fuller. Laura Fuller held the bible and Gary Fuller, Jr. was there as well.

2. Administer Oath of Office - City Council Place One - Patricia A. Jones

Guy Gunter, City Attorney administered the oath of office to all five City Council members at the same time.

3. Administer Oath of Office - City Council Place Two - Tiffany Gibson-Pitts.
4. Administer Oath of Office - City Council Place Three - Dozier Smith T.
5. Administer Oath of Office - City Council Place Four - Eddie Smith.
6. Administer Oath of Office - City Council Place Five - David Canon.
7. Election of the City Council President.

Mr. Shuman opened the nominations for City Council President. Ms. Jones made the nomination of Eddie Smith. Mr. Canon made the motion to close the nominations and was seconded by Mr. Jones. Mr. Smith is hereby elected City Council President for the next four years. Mr. Shuman then turn the meeting over to President Smith.

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

8. Election of the City Council President pro-tempore.

President Smith opened the nominations for City Council President pro-tempore. President Smith then made the nomination of Patricia Jones. Mr. Canon made the motion to close the nominations and was seconded by Mr. Smith T. Ms. Jones is hereby elected City Council President pro-tempore for the next four years.

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

6. Remarks By the Mayor

Attachment: Cm 11-15-16, minutes from 11-7 Organizational Meeting (2013 : Minutes for the 11-07-16 City Council Organizational Meeting.)

Mayor Fuller reminded everyone present that Veterans Day is on Friday, 11/11 and invited everyone to the ceremony at City Hall at 10:00 am.

Mayor Fuller also reminded everyone that tomorrow is election day so please go vote.

President Smith stated that the Mayor all City Council members would be starting the next four years with a prayer breakfast in the morning and invited everyone to pray for the Mayor, City Council and all the citizens of Opelika.

7. Adjourn

The City Council Organizational meeting minutes of 11-7-16 are hereby adopted and approved this the _____ day of _____, 2016.

/S/

_____

President of the City Council

City of Opelika, Alabama

ATTEST:

/s/

_____

City Clerk - Treasurer

1. Motion to adjourn.

This meeting ended at 6:18 pm.

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

Attachment: Cm 11-15-16, minutes from 11-7 Organizational Meeting (2013 : Minutes for the 11-07-16 City Council Organizational Meeting.)

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 11/15/16 07:00 PM
Department: Building Inspection
Category: Building Permit Report.
Prepared By: William Ott
Initiator: Jeff Kappelman
Sponsors:
DOC ID: 2022

MAYOR'S REMARKS (ID # 2022)

Building Inspection Permit Reports - October, 2016

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

Main Address	Permit Type	Permit Status	Work Class	Issue Date	Valuation
1894 PALIN AVE	Building - Residential	Permit Issued	New Single Family Detached	10/3/2016	$257,362.00
2002 STEEL ST D	Building - Commercial	Permit Issued	Communication Towers	10/3/2016	$12,000.00
701 LORI LN	Building - Residential	Permit Issued	New Single Family Detached	10/6/2016	$221,150.00
2703 TARA CT	Building - Residential	Permit Issued	Accessory Buildings	10/3/2016	$3,000.00
1410 SOUTHERS CT	Building - Residential	Permit Issued	Roofs	10/10/2016	$6,763.00
2922 STILLWOOD WAY	Building - Residential	Permit Issued	New Single Family Detached	10/6/2016	$317,641.00
1402 UXBRIDGE CT	Building - Residential	Permit Issued	New Single Family Detached	10/6/2016	$243,884.00
2712 JENNIFER CT	Building - Residential	Permit Issued	Addition	10/3/2016	$7,400.00
1007 ALABAMA AVE	Building - Residential	Permit Issued	Alteration	10/17/2016	$1,800.00
2800 WYNDHAM INDUSTRIAL DR	Building - Commercial	Permit Issued	Foundation	10/25/2016	$0.00
3794 PEPPERELL PKWY F	Building - Commercial	Permit Issued	Tenant Build Out	10/19/2016	$145,725.00
1904 NORTHGATE DR	Building - Residential	Permit Issued	Decks	10/3/2016	$2,800.00
3630 EAGLE NEST	Building - Residential	Permit Issued	New Single Family Detached	10/5/2016	$189,973.00
2745 BIRMINGHAM HWY	Building - Commercial	Permit Issued	Swimming Pool	10/18/2016	$60,450.00
900 2ND AVE	Building - Commercial	Permit Issued	Alteration	10/14/2016	$37,000.00
401 WINTERBURN AVE	Building - Residential	Permit Issued	Roofs	10/28/2016	$13,790.00
3794 PEPPERELL PKWY G	Building - Commercial	Permit Issued	Tenant Build Out	10/7/2016	$125,000.00
3055 SOCIETY HILL RD Bldg. 4	Building - Commercial	Permit Issued	Foundation	10/10/2016	$38,000.00
1604 MORRIS AVE	Building - Residential	Permit Issued	Alteration	10/7/2016	$1,495.00
2612 FREDERICK RD	Building - Commercial	Permit Issued	Signs	10/13/2016	$100,000.00
500 N 26TH ST 406	Building - Commercial	Permit Issued	Alteration	10/17/2016	$15,000.00
900 PRIESTER RD A	Building - Commercial	Permit Issued	Communication Towers	10/6/2016	$25,000.00
201 HIGHLAND AVE	Building - Residential	Permit Issued	Alteration	10/17/2016	$1,136.00
701 DOGWOOD AVE	Building - Residential	Permit Issued	Roofs	10/13/2016	$4,000.00
2505 VILLAGE PROFESSIONAL DR	Building - Commercial	Permit Issued	New	10/28/2016	$1,036,000.00

Attachment: October Reports (2022 : Building Inspection Permit Reports - October, 2016)

315 N 2ND ST	Building - Residential	Permit Issued	Roofs	10/21/2016	$6,000.00
1400 UXBRIDGE CT	Building - Residential	Permit Issued	New Single Family Detached	10/6/2016	$270,844.00
3311 OAK BOWERY RD	Building - Residential	Permit Issued	Roofs	10/3/2016	$13,295.00
3607 DOUBLE EAGLE LN	Building - Residential	Permit Issued	New Single Family Detached	10/5/2016	$173,129.00
408 GWYNNE'S WAY	Building - Residential	Permit Issued	Decks	10/25/2016	$3,000.00
2701 FREDERICK RD 307	Building - Commercial	Permit Issued	Signs	10/7/2016	$3,200.00
3724 PEPPERELL PKWY	Building - Commercial	Permit Issued	Tenant Build Out	10/20/2016	$816,270.00
4208 ACADEMY DR	Building - Residential	Permit Issued	New Single Family Detached	10/6/2016	$357,382.00
1892 PALIN AVE	Building - Residential	Permit Issued	New Single Family Detached	10/24/2016	$293,812.00
2550 PEPPERELL PKWY	Building - Commercial	Permit Issued	Building Shell	10/13/2016	$112,000.00
					$4,099,031.00

TAKEN FROM THE RECORDS OF THE BUILDING INSPECTOR

JEFF KAPPELMAN
Chief Building Inspector

Attachment: October Reports (2022 : Building Inspection Permit Reports - October, 2016)

CITY OF OPELIKA · ALABAMA
Rich in heritage, with a vision for the future
Est. 1854

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

Rich in heritage,
with a vision
for the future

Monthly Permits For October, 2016

Building Repairs	Commercial	Residential
Buildings Condemned	0	0
Buildings Demolished	0	0
Building Repairs	4	3
Plumbing Upgrades	1	3
Electrical Upgrades	3	8
Mechanical Upgrades	0	6
Reroofs And Roof Repairs	0	5
Mobile Home Services	0	0
Building Additions/Accessory Structures	0	5

Monthly Totals For October 2007-2016	
2007	$7,663,558.00
2008	$9,363,845.00
2009	$2,802,040.00
2010	$3,348,351.00
2011	$3,170,587.00
2012	$2,439,726.00
2013	$12,274,641.00
2014	$8,025,650.00
2015	$5,625,290.00
2016	$4,099,031.00

Total Permits Issued:

6	New Buildings: Commercial	$1,283,450.00
4	Commercial Renovations And Repairs	$322,725.00
2	Signs	$103,200.00
9	New Single Family Homes	$2,325,177.00
12	Residential Repairs And Renovations	$64,479.00
0	New Apartment Units	$0.00
0	New Duplex Residences	$0.00
33	Total Building Permits Issued	$4,099,031.00

33	Total Permits Issued For October, 2016	**$4,099,031.00**

TAKEN FROM THE RECORDS OF THE
BUILDING INSPECTOR

Jeff Kappelman
Chief Building Inspector

Attachment: October Reports (2022 : Building Inspection Permit Reports - October, 2016)

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

Rich in heritage, with a vision for the future

Fiscal Year To Date Report - 2017

Building Repairs	Commercial	Residential
Buildings Condemned	0	0
Buildings Demolished	0	0
Building Repairs	4	3
Plumbing Upgrades	1	3
Electrical Upgrades	3	8
Mechanical Upgrades	0	6
Reroofs And Roof Repairs	0	5
Mobile Home Services	0	0
Building Additions/Accessory Structures	0	5

Yearly Totals For Oct. 1st - Sept. 30th	
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
2017	$4,099,031.00

Total Permits Issued:

6	New Buildings: Commercial	$1,283,450.00
4	Commercial Renovations And Repairs	$322,725.00
2	Signs	$103,200.00
9	New Single Family Homes	$2,325,177.00
12	Residential Repairs And Renovations	$64,479.00
0	New Apartment Units	$0.00
0	New Duplex Residences	$0.00
33	Total Building Permits Issued	$4,099,031.00

33	Total Issued for FY 2017	$4,099,031.00

JEFF KAPPELMAN
Building Official

Attachment: October Reports (2022 : Building Inspection Permit Reports - October, 2016)

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 11/15/16 07:00 PM
Department: Purchasing and Revenue
Category: Public Hearing
Prepared By: Jerry Bush
Initiator: Lillie Finley
Sponsors:
DOC ID: 1999

GENERAL BUSINESS (ID # 1999)

Public Hearing Weed Abatement Assessment - 12 East Johnson Ave

WEED ABATEMENT INVOICE

Date: 11/02/2015

To: Matthew Pitts
31 Lee Rd 616
Auburn Al. 36830

Property Address:
12 E Johnson Ave
Opelika Al. 36801
Parcel # 10-04-17-2-000-013.000

On September 12, 2016 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

The following is a list of charges that City of Opelika incurred for the abatement:

Cost of Abatement: 199.97

Certified mail: 12.98

Misc. _____

Total 212.95

Attachment: Weed Invoice (1999 : Public Hearing Weed Abatement Assessment - 12 East Johnson Ave)

Attachment: Weeds, NPH-Resolution, Cost to Abate (1999 : Public Hearing Weed Abatement Assessment - 12 East Johnson Ave)

To: Matthew Pitts
31 Lee Rd 616
Auburn Al. 36830

NOTICE OF PUBLIC HEARING ON COST OF ABATEMENT OF WEED NUISANCE LOCATED AT 12 E Johnson Ave Tax parcel 43-10-04-17-2-000-013.000

==========

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 12 E Johnson Ave Parcel No. 013.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is $212.95.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 15th day of November.

You are further notified that the cost of abating such nuisance, if confirmed by the City Council, shall constitute a weed lien on said property and shall be turned over to the Revenue Commissioner of Lee County, Alabama to add the amount of such weed lien to the next regular bill of taxes levied against said property.

Dated this the 2nd day of November, 2016.

_____
Robert G. Shuman, CMC
City Clerk - City Treasurer

Cc: Joey Motley – City Administrator
Lillie Finley-Revenue Manager
Guy. F. Gunter, III – City Attorney

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 11/15/16 07:00 PM
Department: Purchasing and Revenue
Category: Public Hearing
Prepared By: Jerry Bush
Initiator: Lillie Finley
Sponsors:
DOC ID: 1997

GENERAL BUSINESS (ID # 1997)

Public Hearing Weed Abatement Assessment - 308 Brannon Ave

WEED ABATEMENT INVOICE

Date: 11/02/2016

To: State of Alabama
PO Box 327210
Montgomery Al. 36132

Property Address:
308 Brannon Ave
Opelika Al. 36801
Parcel # 10-03-08-2-001-072.000

On August 15, 2016 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

The following is a list of charges that City of Opelika incurred for the abatement:

Cost of Abatement: 221.25

Certified mail: 12.98

Misc. _____

Total 234.23

Attachment: WEED INVOICE (1997 : Public Hearing Weed Abatement Assessment - 308 Brannon Ave)

Attachment: Weeds, NPH-Resolution, cost to abate, (1997 : Public Hearing Weed Abatement Assessment - 308 Brannon Ave)

To: State of Alabama
PO Box 327210
Montgomery Al. 36132

NOTICE OF PUBLIC HEARING ON COST OF ABATEMENT OF WEED NUISANCE LOCATED AT 308 Brannon Ave, Parcel 43-10-03-08-2-001-072.000

==========

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 308 Brannon Ave, Parcel No. 072.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is $234.23.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 15th day of November, 2016.

You are further notified that the cost of abating such nuisance, if confirmed by the City Council, shall constitute a weed lien on said property and shall be turned over to the Revenue Commissioner of Lee County, Alabama to add the amount of such weed lien to the next regular bill of taxes levied against said property.

Dated this the 2nd day of November, 2016.

_____
Jerry Bush
Code Compliance Officer

Cc: Joey Motley – City Administrator
Lillie Finley – Purchasing-Revenue Manger
Guy. F. Gunter, III – City Attorney

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 11/15/16 07:00 PM
Department: Purchasing and Revenue
Category: Public Hearing
Prepared By: Jerry Bush
Initiator: Lillie Finley
Sponsors:
DOC ID: 1995

GENERAL BUSINESS (ID # 1995)

Public Hearing Weed Abatement Assessment - 709 India Rd

WEED ABATEMENT INVOICE

Date: 11/02/2016

To: Ditech Financial LLC
7360 S Kyrene Rd.
Tempe Az. 85283

Property Address:
709 India Rd
Opelika Al. 36801
Parcel #10-03-06-2-000-042.011

On August 30, 2016 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

The following is a list of charges that City of Opelika incurred for the abatement:

Cost of Abatement: 437.50

Certified mail: 12.98

Misc. _____

Total 450.48

Attachment: WEED INVOICE (1995 : Public Hearing Weed Abatement Assessment - 709 India Rd)

To: Ditech Financial LLC
7360 S Kyrene Rd.
Tempe Az. 85283

NOTICE OF PUBLIC HEARING ON COST OF ABATEMENT OF WEED NUISANCE LOCATED AT 709 India Rd, Parcel 43-10-03-06-2-000-042.011

==========

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 709 India Rd., Parcel No. 042.011 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is $450.48.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 15th day of November, 2016.

You are further notified that the cost of abating such nuisance, if confirmed by the City Council, shall constitute a weed lien on said property and shall be turned over to the Revenue Commissioner of Lee County, Alabama to add the amount of such weed lien to the next regular bill of taxes levied against said property.

Dated this the 2nd day of November, 2016.

_____
Jerry Bush
Code Compliance Officer

Cc: Joey Motley – City Administrator
Lillie Finley – Purchasing-Revenue Manger
Guy. F. Gunter, III – City Attorney

Attachment: Weeds, NPH-Resolution, cost to abate (1995 : Public Hearing Weed Abatement Assessment - 709 India Rd)

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 11/15/16 07:00 PM
Department: Purchasing and Revenue
Category: Public Hearing
Prepared By: Jerry Bush
Initiator: Lillie Finley
Sponsors:
DOC ID: 2001

GENERAL BUSINESS (ID # 2001)

Public Hearing Weed Abatement Assessment - 1109 Magnolia St.

WEED ABATEMENT INVOICE

Date: 11/02/2016

To: State of Alabama
PO Box 327210
Montgomery Al. 36132

Property Address:
1109 Magnolia St
Opelika Al. 36801
Parcel # 10-04-18-2-001-022.000

On August 18, 2016 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

The following is a list of charges that City of Opelika incurred for the abatement:

Cost of Abatement: 203.70

Certified mail: 12.98

Misc. _____

Total 216.68

Attachment: WEED INVOICE (2001 : Public Hearing Weed Abatement Assessment - 1109 Magnolia St.)

Attachment: Weeds, NPH-Resolution, cost to abate, (2001 : Public Hearing Weed Abatement Assessment - 1109 Magnolia St.)

To: State of Alabama
PO Box 327210
Montgomery Al. 36132

NOTICE OF PUBLIC HEARING ON COST OF ABATEMENT OF WEED NUISANCE LOCATED AT 1109 Magnolia St. Parcel 10-04-18-2-001-022.000

==========

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 1109 Magnolia St, Parcel No. 022.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is $216.68.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 15th of day November, 2016.

You are further notified that the cost of abating such nuisance, if confirmed by the City Council, shall constitute a weed lien on said property and shall be turned over to the Revenue Commissioner of Lee County, Alabama to add the amount of such weed lien to the next regular bill of taxes levied against said property.

Dated this the 2nd day of November, 2016.

_____
Jerry Bush
Code Compliance Officer

Cc: Joey Motley – City Administrator
Lillie Finley – Manager Revenue & Purchasing
Guy. F. Gunter, III – City Attorney

City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 11/15/16 07:00 PM
Department: Planning
Category: Public Hearing
Prepared By: Marty Ogren
Initiator: Gerald (Jerry) Kelley
Sponsors:
DOC ID: 1926

GENERAL BUSINESS (ID # 1926)

Public Hearing, Amend Zoning Ordinance & Map, 2004 Yarbrough Drive.

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Opelika will hold a Public Hearing on Tuesday, November 15, 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 parcels of land hereinafter in this section described from one class of district to another class of district as follows:

(a) From a R-3, GC District (Low-Density Residential, Gateway Corridor Overlay District) to a C-2, GC District (Office/Retail, Gateway Corridor Overlay District), the parcels of land hereinafter described:

PARCEL 1

Commence at Southwest corner of Section 15, Township 19 North, Range 26 East, Opelika, Lee County, Alabama, thence North 84°37'46" East, a distance of 855.42 feet to the point of beginning of a parcel of land more fully described as follows: From this point of beginning, thence North 52°43'57" East, a distance of 192.58 feet; thence South 50°59'55" East, a distance of 128.47 feet; thence South 39°04'49" West, a distance of 229.41 feet; thence North 37°18'55" West, a distance of 178.94 feet to the point of beginning, said parcel contains 31,966.2 square feet, or 0.73 acres, more or less.

PARCEL 2

Commence at Southwest corner of Section 15, Township 19 North, Range 26 East, Opelika, Lee County, Alabama, thence North 84°37'46" East, a distance of 855.42 feet, thence South 37°18'55" East, a distance of 164.67 feet to the point of beginning of a parcel of land more fully described as follows: From this point of beginning, thence South 37°18'55" East, a distance of 14.27 feet; thence South 46°38'21" West, a distance of 419.64 feet; thence North 35°44'35" West, a distance of 14.94 feet; thence North 46°43'26" East, a distance of 419.16 feet to the point of beginning, said parcel contains 6,081.9 square feet, or .014 acres, more or less.

The above-described parcels are further described as 2004 Yarbrough Drive, 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

Rezoning from a residential zone (R-3, GC) to a commercial zone (C-2, GC) for an engineering office (Baseline Surveying and Design) to be constructed on a 38,048 square foot lot. Zoning map and Planning Commission report attached.

City of Opelika

Planning Commission Report

Property Owner: Ledge Nettles

Location: 2004 Yarbrough Drive

Zoning Requested: C-2, GC

Existing Zoning/Land Use R-3, GC

Adjacent Zoning/Land Use:
N: C-3, GC/Himmelwright Huguley & Boles LLC Office Bldg.
S: R-3/Single Family
E: C-3, GC/Restore Retail Sales
W: PUD/Vacant except for 12 condo units at the northern area of the PUD located behind the commercial strip center on Pepperell.

Proposed Use: **Mr. Nettles Engineering Office**

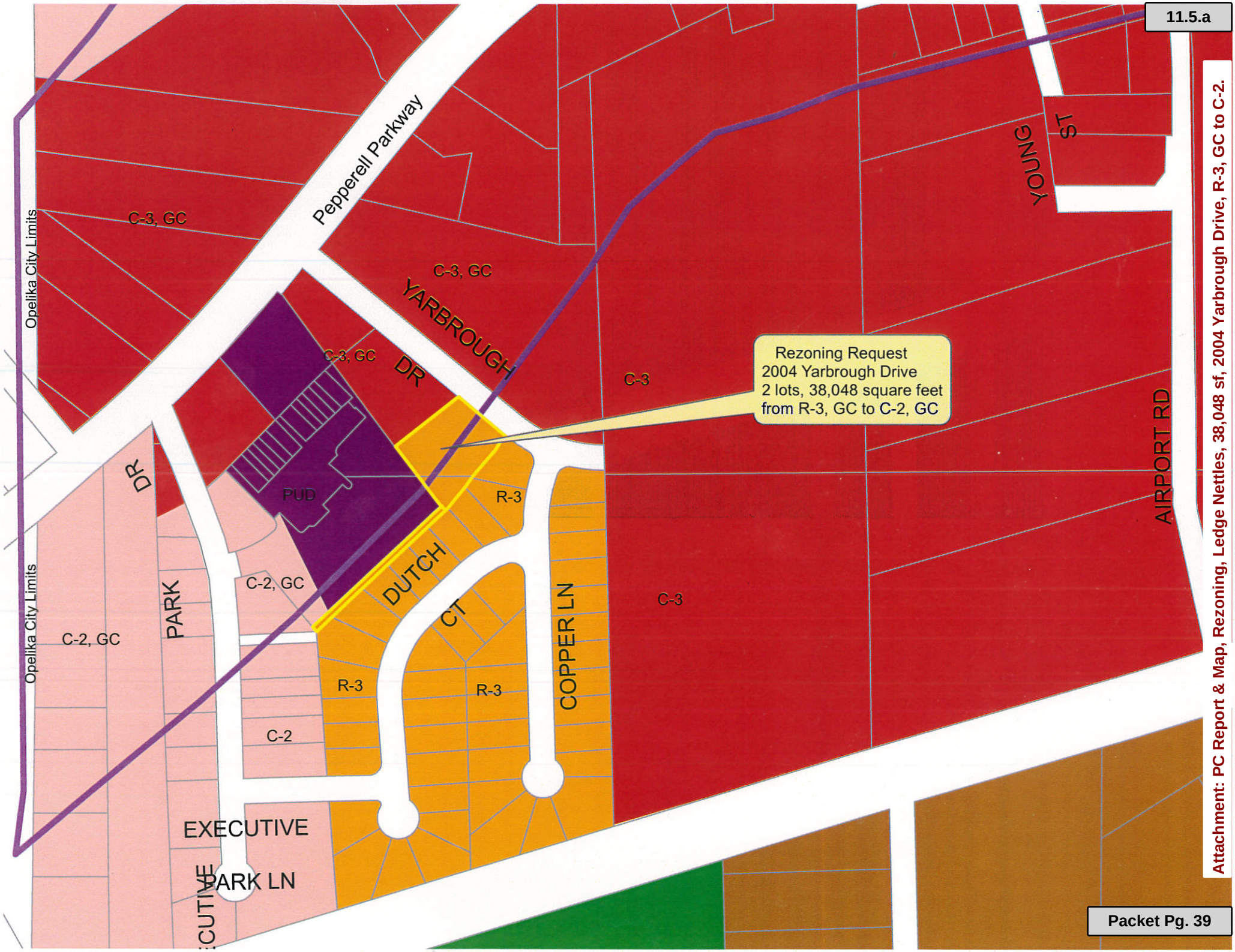
Staff Comments:

Mr. Nettles is requesting a zone change from R-3, GC to C-2, GC for his engineering office building. The property area, two lots, is 38,048 square feet. Staff believes the proposed office use is compatible with the adjacent uses of office, commercial, and residential uses. A request for conditional use approval will follow the rezoning if approved by City Council for construction of the office building by Planning Commission.

STAFF RECOMMENDATION: Recommend to City Council the Rezoning from R-3, GC to C-2, GC

At the September 27th meeting, the Planning Commission voted 5 to 0 to send a positive recommendation to the City Council to approve the rezoning request.

Attachment: PC Report & Map, Rezoning, Ledge Nettles, 38,048 sf, 2004 Yarbrough Drive, R-3, GC to C-2. GC (1926 : Public Hearing, Amend



Attachment: PC Report & Map, Rezoning, Ledge Nettles, 38,048 sf, 2004 Yarbrough Drive, R-3, GC to C-2.

RESOLUTION NO. 305-16

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
Lou Malloy	IT	243.80
John Harris	Engineering	219.09
Tony Aycock	IT	505.44
Robert Noles	IT	498.96
Lori Huguley	ED	253.20

) That attached is an expense report(s) prepared, dated and signed by the City employee or official covering the various expenses incurred on said trip and reviewed/approved by the City's accounting department and City official(s).

3) That the Opelika City Council hereby approves the attached expense reports for reimbursement to said City employee or official.

4) That the Mayor and/or appropriate City official is hereby directed and authorized to take the necessary steps so a check can be prepared covering the attached expense reports.

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

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

_____

C. E. “Eddie” Smith, Jr.

President City Council

City of Opelika, Alabama

ATTEST:

_____

Robert G. Shuman, CMC

City Clerk - City Treasurer

EXPENSE REPORT

NAME Lou Malloy - Mileage

DEPARTMENT Information Technologies

PERIOD ENDING 10/19/2016

DAY	CITY AND STATE	LODGING	TRANSPORTATION: AIR RAIL ETC	TRANSPORTATION: RENTAL CAR LIMO ETC	TRANSPORTATION: LOCAL TAXI TOLLS & PUBLIC TRANSIT	TRANSPORTATION: AUTO EXPENSES Itemize Below	BUSINESS MEALS Itemize Below: BREAKFAST	BUSINESS MEALS Itemize Below: LUNCH	BUSINESS MEALS Itemize Below: DINNER	ENTERTAINMENT Itemize Below	MISC EXPENSES Itemize Below	DAILY TOTAL
SUN												0.00
MON												0.00
TUE 10/18						120.64						120.64
WED						123.16						123.16
THU												0.00
FRI												0.00
SAT												0.00
WEEKLY CATEGORY TOTALS $		0.00	0.00	0.00	0.00	243.80	0.00	0.00	0.00	0.00	0.00	243.80

WEEKLY TOTAL EXPENSES

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

Agree To P.O.
Exts Verified
Footing Verified
Inv. Price Bid 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
Ala. Munis User Group

METHOD OF REIMBURSEMENT
☐ DEDUCT FROM MY ADVANCE ☑ MAIL TO

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC	AMOUNT
10/18	223.42 x .54 Opelika> Daphne, AL	120.64
10/19	3.44 x .54 Daphne>Spanish Fort	1.85
10/19	224.65 x .54 Spanish Fort>Opelika	121.31

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

Lou Malloy
SIGNATURE

APPROVED BY

Attachment: CM 11-15-16, expense reports (305-16 : Expense Reports from Various Departments.)

EXPENSE REPORT

NAME JOHN HARRIS

DEPARTMENT ENGINEERING DEPARTMENT

PERIOD ENDING 10/27/2016

DAY	CITY AND STATE	LODGING	TRANSPORTATION: AIR RAIL ETC	TRANSPORTATION: RENTAL CAR LIMO ETC	TRANSPORTATION: LOCAL TAXI TOLLS & PUBLIC TRANSIT	TRANSPORTATION: AUTO EXPENSES Itemize Below	BUSINESS MEALS Itemize Below: BREAKFAST	BUSINESS MEALS Itemize Below: LUNCH	BUSINESS MEALS Itemize Below: DINNER	ENTERTAINMENT Itemize Below	MISC EXPENSES Itemize Below	DAILY TOTAL
SUN												0.00
MON												0.00
TUE												0.00
WED	BIRMINGHAM, AL								14.29			14.29
THU	BIRMINGHAM, AL								25.00			25.00
FRI	BIRMINGHAM, AL	44.80				135.00						179.80
SAT												0.00
WEEKLY CATEGORY TOTALS $		44.80	0.00	0.00	0.00	135.00	0.00	0.00	39.29	0.00	0.00	219.09

RECEIVED
OCT 31 2016

WEEKLY TOTAL EXPENSES

DATE	NAME OF PERSON(S) ENTERTAINED COMPANY TITLE	TIME & PLACE	NATURE & PUPOSE 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

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

SESWA CONFERENCE-BIRMINGHAM, AL
NATURE OR PURPOSE OF TRAVEL

METHOD OF REIMBURSEMENT
☐ DEDUCT FROM MY ADVANCE ☑ MAIL TO

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC	AMOUNT
10/21	MILEAGE, GAS, PARKING REPAIRS,	135.00

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

JOHN HARRIS
ENGINEERING DEPARTMENT

SIGNATURE

Attachment: CM 11-15-16, expense reports (305-16 : Expense Reports from Various Departments.)

Personal Expense

EXPENSE REPORT

NAME Tony Aycock

DEPARTMENT Information Technology

PERIOD ENDING 10/24/16 thru 10/28/16

DAY	CITY AND STATE	LODGING	TRANSPORTATION: AIR RAIL, ETC	TRANSPORTATION: RENTAL CAR LIMO ETC.	TRANSPORTATION: LOCAL TAXI, TOLLS & PUBLIC TRANSIT	TRANSPORTATION: AUTO EXPENSES Itemize Below	BUSINESS MEALS Itemize Below: BREAKFAST	BUSINESS MEALS Itemize Below: LUNCH	BUSINESS MEALS Itemize Below: DINNER	ENTERTAINMENT Itemize Below	MISC EXPENSES Itemize Below	DAILY TOTAL
SUN												0.00
MON	Opelika, AL/Myrtl Beach,SC					252.72						252.72
TUE												0.00
WED												0.00
THU												0.00
FRI	Myrtl Beach,SC/Opelika AL					252.72						252.72
SAT												0.00
WEEKLY CATEGORY TOTALS $		0.00	0.00	0.00	0.00	505.44	0.00	0.00	0.00	0.00	0.00	505.44

WEEKLY TOTAL EXPENSES

RECEIVED
NOV 02 2016

DATE	NAME OF PERSON(S) ENTERTAINED; COMPANY, TITLE	TIME & PLACE	NATURE & PUPOSE 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

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS: 0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS: 0%

NATURE OR PURPOSE OF TRAVEL: Southern Software Conference

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC	AMOUNT
10/24	mileage (468 Miles)	252.72
10/28	mileage (468 Miles)	252.72

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

☐ ☑

Tony Aycock

Information Technology

SIGNATURE

APPROVED BY

Attachment: CM 11-15-16, expense reports (305-16 : Expense Reports from Various Departments.)

EXPENSE REPORT

NAME G. Robert Noles

DEPARTMENT Information Technologies

PERIOD ENDING 10/27/2016

DAY	CITY AND STATE	LODGING	TRANSPORTATION: AIR RAIL, ETC	TRANSPORTATION: RENTAL CAR LIMO ETC	TRANSPORTATION: LOCAL TAXI, TOLLS & PUBLIC TRANSIT	TRANSPORTATION: AUTO EXPENSES Itemize Below	BUSINESS MEALS Itemize Below: BREAKFAST	BUSINESS MEALS Itemize Below: LUNCH	BUSINESS MEALS Itemize Below: DINNER	ENTERTAINMENT Itemize Below	MISC EXPENSES Itemize Below	DAILY TOTAL
SUN												0.00
MON 10/24	To Mrytle Beach SC					249.48						249.48
TUE 10/25												0.00
WED 10/26												0.00
THU 10/27	To Opelika, AL					249.48						249.48
FRI												0.00
SAT												0.00
WEEKLY CATEGORY TOTALS $		0.00	0.00	0.00	0.00	498.96	0.00	0.00	0.00	0.00	0.00	498.96

WEEKLY TOTAL EXPENSES

RECEIVED
NOV 02 2016

DATE	NAME OF PERSON(S) ENTERTAINED, COMPANY, TITLE	TIME & PLACE	NATURE & PUPOSE 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: 4

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS: 0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS:

NATURE OR PURPOSE OF TRAVEL: Southern Software Conference -

METHOD OF REIMBURSEMENT
☐ DEDUCT FROM MY ADVANCE ☑ MAIL TO

Robert/IT Department

SIGNATURE: Robert Noles

APPROVED BY:

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
10/24	462 X..54 to Mrytle Beach SC	249.48
10/27	462X.54 to Opelika, AL	249.48

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

Attachment: CM 11-15-16, expense reports (305-16 : Expense Reports from Various Departments.)

Expense Report

Name: Lori Huguley | Department: Economic Development | Period Ending:

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

				TRANSPORTATION					BUSINESS MEALS Itemize Below					
Date	Day	CITY AND STATE	LODGING	AIR, RAIL, ETC.	RENTAL CAR, LIMO, ETC.	LOCAL TAXI, TOLLS & PUBLIC TRANSIT		AUTO EXPENSES	BREAKFAST	LUNCH	DINNER	ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
11/9/2016	Wed	Atlanta to Miami		253.2										253.2
														0
														0
														0
														0.00
														0
														0
														0
														0
														0
														0
														0
														0.00
														0.00
														0
														0
														0
														0
														0
			0.00	253.20	0	0		0.00	0.00	0.00	0	0	0	253.2

WEEKLY CATEGORY TOTALS$ — WEEKLY TOTAL OF EXPENSES

RECEIVED
NOV 09 2016

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

ITEMIZED ENTERTAINMENT AND BUSINESS MEAL

DATE	NAME AND PERSON(S) ENTERTAINED; COMPANY, TITLE	TIME & PLACE	NATURE & PURPOSE OF ENTERTAINMENT	AMOUNT	%OR $ ALLOCATED TO BUSINESS
					100%
					100%
					100%
					100%
					100%

NUMBER OF DAYS AWAY FROM HOME

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS: 0

% OF TOTAL DAYS AWAY FRO PERSONAL AFFAIRS: 0

NATURE OR PURPOSE OF TRAVEL: Economic Development trip

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM M\ OR

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING, REPAIRS, TEC.	AMOUNT

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

Lori Huguley

SIGNATURE

APPROVED BY

Attachment: CM 11-15-16, expense report add-on (305-16 : Expense Reports from Various Departments.)

RESOLUTION NO. 306-16

Designate City Personal Property Surplus & Authorize Disposal

RESOLUTION NO. _____

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

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

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

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

No.	Qty.	Unit	Item Description	Fixed Asset #
1.	1	Ea.	Nikon Digital Camera Coolpix 950	87002007
2.	1	Ea.	Canon Powershot SX 101S Digital Camera	N/A

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

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

_____

C. E. “Eddie Smith, Jr.

President of the City Council

City of Opelika

ATTEST:

_____

Robert G. Shuman, CMC

City Clerk - Treasurer

RESOLUTION NO. 307-16

Purchase - Six Hundred (600) Itron Electric Meters - OPS

RESOLUTION NO. _____

WHEREAS, Opelika Power Services desires to purchase six hundred (600) Itron electric meters; and

WHEREAS, this is a sole source purchase; and

WHEREAS, Anixter, Inc. is the sole vendor; and

WHEREAS, this purchase is budgeted from System Expansion & Upgrades;

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

1. That the purchase be awarded to Anixter, Inc.

2. That the Purchasing-Revenue Manager is authorized to issue a purchase order to Anixter, Inc. as a sole source purchase not to exceed $45,000.00.

3. The Controller is authorized to adjust the budget as necessary for this purchase.

APPROVED AND ADOPTED this the _____day of _____, 2016.

_____

C. E. “Eddie” Smith, Jr.

President of the City Council

City of Opelika, Alabama

ATTEST:

_____

Robert G. Shuman, CMC

City Clerk - Treasurer

CITY OF OPELIKA
Sole Source Justification

DEPARTMENT___OPELIKA_POWER_SERVICES_____

REQUISITION
NUMBER___17000462_____

NAME OF REQUESTING
EMPLOYEE____STACEY_BRYSON_____

VENDOR_____ANIXTER_____

PRODUCT/SERVICE
___2S_CL200_C2_METER_W/REMOTE_DISCONNECT_D820502-
CSXD_____

Estimated annual expenditure for the commodity or service
$_45,000.00_____

Initial all entries below that apply to the proposed purchase: Attach a detailed explanation containing complete justification and support documents. (More than one entry will apply to most sole source products/services requested).

1. Sole Source Request is for the original manufacturer or provider of item(s) or services, and there are no regional distributors. (Attach the manufacturer's witness certification that no regional distributors exist. Item no.4 also must be completed). _____

2. Sole Source Request is for the only the vendor who supplies this product/services within the State of Alabama (Franchised Protected Area). _____X_____

3. The Parts/Equipment are not interchangeable with similar parts of another manufacturer. (Explain in separate memorandum) _____

4. This is the only known item or service that will meet the specialized needs of the _____Department or perform the intended function. (Attach memorandum with details of specialized function(s) or application.) _____

5. The Parts/Equipment are required from this sole source to permit standardization. (Attach memorandum describing basis for standardizing request.) _____

6. None of the above apply. A detailed explanation and justification for this sole source request is contained in the attached memorandum. _____

Attachment: 11-15-16 - (600) ITRON ELECTRIC METERS - SOLE SOURCE - CNCL PKT (307-16 : Purchase - Six Hundred (600) Itron Electric

The undersigned requests that the State of Alabama Bid Law Title 41 Article 3 Competitive Bidding Requirements be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material. I further certify that the item(s) requested is of an indispensable nature, all other viable alternatives have been explored and it has been determined that only this product or service will fulfill the function(s) for which the product is needed.

DEPARTMENT HEAD SIGNATURE Derek S Lee

DEPARTMENT/DIVISION/DATE OPS / 11/9/16

PURCHASING DEPARTMENT USE ONLY

PURCHASING AGENT APPROVAL (SIGNATURE/DATE) Lellie Fry 11-9-16

DISAPPROVAL/DATE _____

COMMENTS _____

COUNCIL ACTION/DATE _____

Attachment: 11-15-16 - (600) ITRON ELECTRIC METERS - SOLE SOURCE - CNCL PKT (307-16 : Purchase - Six Hundred (600) Itron Electric

Itron

Electric / Gas / Water
Information collection, analysis and application

2111 North Molter Road
Liberty Lake, Washington 99019
509.924.9900 Tel
509.891.3355 Fax
800.635.5461
www.itron.com

April 26, 2016

City of Opelika, AL
Attn: Brian Kriel
600 Fox Run Parkway
Opelika, AL 36801

Mr. Kriel,

This letter is to inform you that Anixter Power Solutions is the only Electricity Distributor for Itron in Alabama. No other Itron Distributors are authorized to sell or quote Itron electric metering products in Alabama. Please feel free to contact myself if you have any questions or require further information.

Sincerely,

Alex Fosson

Alex Fosson
Area Sales Manager, Distribution
Cell Phone : 859-806-8661
Email: alex.fosson@itron.com

Attachment: 11-15-16 - (600) ITRON ELECTRIC METERS - SOLE SOURCE - CNCL PKT (307-16 : Purchase - Six Hundred (600) Itron Electric

5030 Commerce Park Circle
Suite B
Pensacola, FL 32505

Phone: 850.494.2117
Fax: 850.494.2754

www.anixterpowersolutions.com

ITRON

Quotation: U00483846.00

To: **CITY OF OPELIKA**
CABLE SYSTEMS
600 FOX TRAIL
OPELIKA, AL 36801
Attn: **S. BRYSON**
Phone:
Fax: **3347055588**

Issued Date: **Nov 08, 2016**
Expiration Date: **Dec 08, 2016**

Sales Contact: **Nancy Avery**
(P) 407.204.7264
(F) 850.469.9241
nancy.avery@anixter.com

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
1		**D820502-CSXD** 2S CL 200 C2 W/DISCONNECT 240V TI-C2SD-2S W/RDUG PRICING IS GOOD TILL 12-31-16 DEL: 6-8 WEEKS	600	75.000	EA	45,000.00

SECTION TOTAL: $45,000.00

QUOTE TOTAL: **$45,000.00**

Special Notes

1) All items are In Stock unless otherwise noted.
2) All item pricing on this quote is valid for thirty days unless otherwise specified.
3) All applicable taxes apply.

For the latest terms & conditions please visit: https://www.anixterpowersolutions.com/site/legal/purchase-terms.html

Anixter Power Solutions offers the industry's most extensive and dynamic portfolio of products, services and solutions for the Public Power, Investor-owned Utilities, Construction and Industrial markets.

Attachment: 11-15-16 - (600) ITRON ELECTRIC METERS - SOLE SOURCE - CNCL PKT (307-16 : Purchase - Six Hundred (600) Itron Electric

RESOLUTION NO. 308-16

Purchase - Six Hundred (600) TPM Controllers - OPS

RESOLUTION NO. _____

WHEREAS, Opelika Power Services desires to purchase six hundred (600) TPM Controllers; and

WHEREAS, this is a sole source purchase; and

WHEREAS, Tantalus Systems, Inc. is the sole vendor; and

WHEREAS, this purchase is budgeted from System Expansion & Upgrades;

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

1. That the purchase be awarded to Tantalus Systems, Inc.

2. That the Purchasing-Revenue Manager is authorized to issue a purchase order to Tantalus Systems, Inc. as a sole source purchase not to exceed $39,000.00.

3. The Controller is authorized to adjust the budget as necessary for this purchase.

APPROVED AND ADOPTED this the _____day of _____, 2016.

_____

C. E. “Eddie” Smith, Jr.

President of the City Council

City of Opelika, Alabama

ATTEST:

_____

Robert G. Shuman, CMC

City Clerk - Treasurer

Attachment: 11-15-16 - (600) TPM CONTROLLERS - SOLE SOURCE - CNCL PKT (308-16 : Purchase - Six Hundred (600) TPM Controllers - OPS)

CITY OF OPELIKA
Sole Source Justification

DEPARTMENT___OPELIKA_POWER_SERVICES_____

REQUISITION
NUMBER_____17000817_____

NAME OF REQUESTING
EMPLOYEE__STACEY_BRYSON_____

VENDOR_____TANTALUS_____

PRODUCT/SERVICE
___METER_READING_AND_CONTROL_FOR_POWER_GRID_____

Estimated annual expenditure for the commodity or service
$_39,000.00_____

Initial all entries below that apply to the proposed purchase: Attach a detailed explanation containing complete justification and support documents. (More than one entry will apply to most sole source products/services requested).

1. Sole Source Request is for the original manufacturer or provider of item(s) or services, and there are no regional distributors. (Attach the manufacturer's witness certification that no regional distributors exist. Item no.4 also must be completed). ____X_____

2. Sole Source Request is for the only the vendor who supplies this product/services within the State of Alabama (Franchised Protected Area). _____

3. The Parts/Equipment are not interchangeable with similar parts of another manufacturer. (Explain in separate memorandum) _____

4. This is the only known item or service that will meet the specialized needs of the _____Department or perform the intended function. (Attach memorandum with details of specialized function(s) or application.) _____

5. The Parts/Equipment are required from this sole source to permit standardization. (Attach memorandum describing basis for standardizing request.) _____

6. None of the above apply. A detailed explanation and justification for this sole source request is contained in the attached memorandum. _____

The undersigned requests that the State of Alabama Bid Law Title 41 Article 3 Competitive Bidding Requirements be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material. I further certify that the item(s) requested is of an indispensable nature, all other viable alternatives have been explored and it has been determined that only this product or service will fulfill the function(s) for which the product is needed.

DEPARTMENT HEAD SIGNATURE Derek S. Lee

DEPARTMENT/DIVISION/DATE OPS / 11/9/16

PURCHASING DEPARTMENT USE ONLY

PURCHASING AGENT APPROVAL (SIGNATURE/DATE) [signature] 11-9-16

DISAPPROVAL/DATE _____

COMMENTS _____

COUNCIL ACTION/DATE _____

Attachment: 11-15-16 - (600) TPM CONTROLLERS - SOLE SOURCE - CNCL PKT (308-16 : Purchase - Six Hundred (600) TPM Controllers - OPS)

Tantalus
Tomorrow's Smart Grid. Today.

Tantalus Systems Inc. 1121 Situs Court, Situs 2, Suite 190 Raleigh, NC 27606 USA
P: 919.900.8970 | F: 919.900.8978 www.tantalus.com

November 11, 2015

City of Opelika - Light & Power Department
1010 Avenue C
Opelika, AL 36801
VIA ELECTRONIC MAIL TO: bkriel@ci.opelika.al.us

Re: Tantalus Systems - Sole Provider of TUNet®

Dear Brian:

Please note that Tantalus Systems, in cooperation with its Partners, is the sole provider of TUNet®, a multi-purpose Smart Grid solutions platform for Advanced Metering, Demand Response & Distribution Automation that enables electric, water & gas municipal and cooperative utilities to automate processes, improve business operations and deliver top-tier customer service to the electric, water and gas utility market throughout North America and various world markets.

Should you require additional information or clarification, please do not hesitate to contact us.

Sincerely,

Param Pawar
Director of Finance
ppawar@tantalus.com

PP/etg

cc: Judy Ward, Account Manager – via electronic mail to jward@tantalus.com

Attachment: 11-15-16 - (600) TPM CONTROLLERS - SOLE SOURCE - CNCL PKT (308-16 : Purchase - Six Hundred (600) TPM Controllers - OPS)

FDJW-A-20161108

Tantalus

Tomorrow's Smart Grid Today.

November 8, 2016

Larry Prince
(334) 705-5593
larry.prince@opelikapower.com

Opelika Light & Power
1010 Ave C
Opelika, Alabama 36801
United States

Judy Ward
jfward@tantalus.com

Tantalus Systems
1130 Situs Ct
Suite 230
Raleigh, North Carolina 27606
United States

SUMMARY

PRODUCT	DESCRIPTION	SALES PRICE	QTY	TOTAL PRICE
TC-1220-RD	TPM Controller - Itron CENTRON C2SXD - 240V	$65.00	600	$39,000.00
		Total:		**$39,000.00**

NOTES:

- Prices are in US Dollars and are exclusive of taxes, duties, freight, or insurance.
- Price does not include shipping. All products are shipped FOB Origin.
- Service time does not include installation of meters, collectors, repeaters, or other infrastructure equipment.
- Tantalus service time will be billed at actual. If additional days are necessary, Customer will be billed at the rate of $1,500.00 per day.
- Travel & Living Expenses are not included in service price. T&L will be billed at cost plus 15%.
- This quotation may contain allowances, discounts and/or promotional pricing. The prices quoted are valid for 30 days from the date of this quote.
- Additional equipment purchases and services shall be invoiced at Tantalus' then current List Price.
- Annual license and support and maintenance fees apply. Please work with your account representative to determine specific costs for your equipment.

The attached document Tantalus Systems Inc. Terms and Conditions of Sale is incorporated into and forms an integral part of this quotation.

© 2016 Tantalus Systems Inc. – Proprietary and Confidential – Not for Public Disclosure

Attachment: 11-15-16 - (600) TPM CONTROLLERS - SOLE SOURCE - CNCL PKT (308-16 : Purchase - Six Hundred (600) TPM Controllers - OPS)

RESOLUTION NO. 309-16

Purchase - Two (2) 2017 Chevrolet 3500 Passenger Vans - P&R

RESOLUTION NO. _____

WHEREAS, the Opelika Parks and Recreation Department desires to purchase two (2) 2017 Chevrolet 3500 Passenger Vans with certain options utilizing the State of Alabama Contract #T191A; and

WHEREAS, Donohoo Chevrolet is the State Contract Vendor for the two (2) 2017 Chevrolet 3500 Passenger Vans; and

WHEREAS, this is a budgeted purchase from Capital Outlay;

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 $57,038.10.

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, CMC

City Clerk - Treasurer

Prepared For:
Tommie Agee
City of Opelika Parks & Recreation
Phone: (334) 705-5560
Email: TAgee@opelika-al.gov

Prepared By:
Chad Johnson
Donohoo Chevrolet
1000 Greenhill Boulevard NW
Fort Payne, AL 35967
Phone: (256) 273-4862
Fax: (256) 845-5364
Email:
cjohnson@donohoochevrolet.com

2017 Fleet/Non-Retail Chevrolet Express Passenger RWD 3500 155" LS w/1

SELECTED MODEL & OPTIONS

SELECTED MODEL - 2017 Fleet/Non-Retail CG33706 RWD 3500 155" LS w/1LS

Code	Description	Invoice
CG33706	2017 Chevrolet Express Passenger RWD 3500 155" LS w/1LS	

SELECTED VEHICLE COLORS - 2017 Fleet/Non-Retail CG33706 RWD 3500 155" LS w/1LS

Code	Description
-	Interior: No color has been selected.
-	Exterior 1: No color has been selected.
-	Exterior 2: No color has been selected.

SELECTED OPTIONS - 2017 Fleet/Non-Retail CG33706 RWD 3500 155" LS w/1LS

CATEGORY Code	Description	Invoice
EMISSIONS		
FE9	EMISSIONS, FEDERAL REQUIREMENTS	$0.00
ENGINE		
L96	ENGINE, VORTEC 6.0L V8 SFI FLEXFUEL (342 hp [255.0 kW] @ 5400 rpm, 373 lb-ft of torque [503.6 N-m] @ 4400 rpm) (Includes external engine oil cooler. Reference the Engine/Axle page for availability. (ZP8) 8-passenger seating (2-3-3 seating configuration), (8V5) 10-passenger seating with driver seat only and (ZX2) rear seat delete seating require E10 (FHO) fuel.)	INC
TRANSMISSION		
MYD	TRANSMISSION, 6-SPEED AUTOMATIC, HEAVY-DUTY, ELECTRONICALLY CONTROLLED with overdrive and tow/haul mode and internal transmission oil cooler (Included with (L20) Vortec 4.8L SFI engine or (L96) Vortec 6.0L V8 SFI FlexFuel engine. Includes external engine oil cooler. Reference the Engine/Axle page for availability.) (STD)	$0.00
AXLE		

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: 463.0, Data updated 11/1/2016
© Copyright 1986-2012 Chrome Data Solutions, LP. All rights reserved.
Customer File:

Attachment: 11-15-16 - TWO (2) 2017 CHEVROLET 3500 PASSENGER VANS - STATE CONTRACT T191A - CNCL PKT (309-16 : Purchase - Two

Prepared For:
Tommie Agee
City of Opelika Parks & Recreation
Phone: (334) 705-5560
Email: TAgee@opelika-al.gov

Prepared By:
Chad Johnson
Donohoo Chevrolet
1000 Greenhill Boulevard NW
Fort Payne, AL 35967
Phone: (256) 273-4862
Fax: (256) 845-5364
Email:
cjohnson@donohoochevrolet.com

2017 Fleet/Non-Retail Chevrolet Express Passenger RWD 3500 155" LS w/1

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2017 Fleet/Non-Retail CG33706 RWD 3500 155" LS w/1LS

CATEGORY	Code	Description	Invoice
AXLE			
	GU6	REAR AXLE, 3.42 RATIO (Reference the Engine/Axle page for availability.)	$0.00
PREFERRED EQUIPMENT GROUP			
	1LS	LS PREFERRED EQUIPMENT GROUP Includes Standard Equipment	$0.00
PAINT SCHEME			
	ZY1	PAINT, SOLID (STD)	$0.00
PAINT			
	GAN	SILVER ICE METALLIC	$0.00
SEATING ARRANGEMENT			
	ZP3	SEATING, 15-PASSENGER, (2-3-3-3-4 SEATING CONFIGURATION) 4-passenger seat is a 50/50 split, 2-piece configuration	INC
SEAT TYPE			
	AR7	SEATS, FRONT BUCKET WITH VINYL TRIM and head restraints, includes inboard armrests (STD) (Requires (**W) interior trim. When ordering a seating arrangement that includes rear seats, includes rear bench seats with vinyl trim. Head restraints are not available on rear bench seats.)	$0.00
SEAT TRIM			
	93W	MEDIUM PEWTER, CUSTOM VINYL	$0.00
RADIO			
	U0F	AUDIO SYSTEM, AM/FM STEREO WITH MP3 PLAYER seek-and-scan, digital clock, TheftLock, random select, auxiliary jack and 2 front door speakers (Not available with (USR) USB port.) (STD)	$0.00
ADDITIONAL EQUIPMENT			
	ZR7	CHROME APPEARANCE PACKAGE (Includes (V37) front and rear chrome bumpers with step-pad and (V22) chrome grille with dual composite halogen headlamps.)	$323.05
	V37	BUMPERS, FRONT AND REAR CHROME with step-pad (Included with (ZR7) Chrome Appearance Package.)	INC

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: 463.0, Data updated 11/1/2016
© Copyright 1986-2012 Chrome Data Solutions, LP. All rights reserved.
Customer File:

Attachment: 11-15-16 - TWO (2) 2017 CHEVROLET 3500 PASSENGER VANS - STATE CONTRACT T191A - CNCL PKT (309-16 : Purchase - Two

Prepared For:
Tommie Agee
City of Opelika Parks & Recreation
Phone: (334) 705-5560
Email: TAgee@opelika-al.gov

Prepared By:
Chad Johnson
Donohoo Chevrolet
1000 Greenhill Boulevard NW
Fort Payne, AL 35967
Phone: (256) 273-4862
Fax: (256) 845-5364
Email:
cjohnson@donohoochevrolet.com

2017 Fleet/Non-Retail Chevrolet Express Passenger RWD 3500 155" LS w/1

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2017 Fleet/Non-Retail CG33706 RWD 3500 155" LS w/1LS

CATEGORY	Code	Description	Invoice
ADDITIONAL EQUIPMENT			
	V22	GRILLE, CHROME with dual composite halogen headlamps (Included and only available with (ZR7) Chrome Appearance Package.)	INC
	DE5	MIRRORS, OUTSIDE HEATED POWER-ADJUSTABLE, BLACK, MANUAL-FOLDING (Not available with (R8J) power window delete.)	INC
OPTIONS TOTAL			$323.05

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: 463.0, Data updated 11/1/2016
© Copyright 1986-2012 Chrome Data Solutions, LP. All rights reserved.
Customer File:

Attachment: 11-15-16 - TWO (2) 2017 CHEVROLET 3500 PASSENGER VANS - STATE CONTRACT T191A - CNCL PKT (309-16 : Purchase - Two

Prepared For:
Tommie Agee
City of Opelika Parks & Recreation
Phone: (334) 705-5560
Email: TAgee@opelika-al.gov

Prepared By:
Chad Johnson
Donohoo Chevrolet
1000 Greenhill Boulevard NW
Fort Payne, AL 35967
Phone: (256) 273-4862
Fax: (256) 845-5364
Email:
cjohnson@donohoochevrolet.com

2017 Fleet/Non-Retail Chevrolet Express Passenger RWD 3500 155" LS w/1

PRICING SUMMARY

PRICING SUMMARY - 2017 Fleet/Non-Retail CG33706 RWD 3500 155" LS w/1LS

T191A State Bid Express 15-passenger Van $28,196.00

Base Price	options + $323.05
Total Options:	
Vehicle Subtotal	Total = $28,519.05
Advert/Adjustments	
Destination Charge	
GRAND TOTAL	

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: 463.0, Data updated 11/1/2016
© Copyright 1988-2012 Chrome Data Solutions, LP. All rights reserved.
Customer File:

Attachment: 11-15-16 - TWO (2) 2017 CHEVROLET 3500 PASSENGER VANS - STATE CONTRACT T191A - CNCL PKT (309-16 : Purchase - Two

Attachment: 11-15-16 - TWO (2) 2017 CHEVROLET 3500 PASSENGER VANS - STATE CONTRACT T191A - CNCL PKT (309-16 : Purchase - Two

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

VEHICLES - ALTERNATIVE FUEL
CONTRACT

T-NUMBER..... : 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 GOVERMENTAL 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: 8,600 MINIMUM
ENGINE: V8
4 WHEEL ABS
A/C AND HEAT
AM/FM RADIO
AUTOMATIC TRANSMISSION
CRUISE CONTROL

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

COMMODITY LISTING

CONTRACT NUMBER/LINE #		COMMODITY NUMBER / COMMODITY DESCRIPTION	UNIT PRICE / MEASURE	VENDOR # / NAME	TERM
		POWER WINDOWS, LOCKS, AND MIRRORS TILT STEERING BRAND: CHEVROLET MODEL: EXPESS			
4013391	00031	070-98-083289 VEHICLE, FULL-SIZE VAN, ALTERNATIVE FUEL 1 TON, 15 PASSENGER GVWR: 9,100 MINIMUM ENGINE: V8 4 WHEEL ABS A/C AND HEAT AM/FM RADIO AUTOMATIC TRANSMISSION CRUISE CONTROL POWER WINDOWS, LOCKS, AND MIRRORS TILT STEERING BRAND: CHEVROLET MODEL: EXPRESS	28196.00000 EACH	463580891-01 DONOHOO CHEVROLET	NET
4013389	00032	070-98-092447 VEHICLE, MINI CARGO VAN, ALTERNATIVE FUEL, 2 PASSENGER GVWR: 5,000 MINIMUM ENGINE: 4-CYLINDER 4 WHEEL ABS A/C AND HEAT AM/FM RADIO AUTOMATIC TRANSMISSION	19279.00000 EACH	203196009-02 STIVERS FORD LINCOLN INC STIVERS FORD LINCON INC	NET

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

COMMODITY LISTING

CONTRACT NUMBER/LINE #		COMMODITY NUMBER / COMMODITY DESCRIPTION	UNIT PRICE / MEASURE	VENDOR # / NAME	TERM
		TILT STEERING BRAND: FORD MODEL: TRANSIT CARGO VAN			
4013391	00033	070-98-086460 VEHICLE, CARGO VAN, ALTERNATIVE FUEL, 2 PASSENGER (EQUIVALENT TO 12-PASSENGER VAN) GVWR: 8,500 MINIMUM ENGINE: V8 4 WHEEL ABS A/C AND HEAT AM/FM RADIO AUTOMATIC TRANSMISSION TILT STEERING BRAND: CHEVROLET MODEL: EXPRESS	22396.00000 EACH	463580891-01 DONOHOO CHEVROLET	NET
4013391	00035	070-98-084118	22396.00000	463580891-01	NET

Attachment: 11-15-16 - TWO (2) 2017 CHEVROLET 3500 PASSENGER VANS - STATE CONTRACT T191A - CNCL PKT (309-16 : Purchase - Two

RESOLUTION NO. 310-16

Purchase - Fifteen (15) Lenel OnGuard Access Control Systems - P/W

RESOLUTION NO. _____

WHEREAS, the Public Works Department desires to purchase fifteen (15) Lenel OnGuard Access Control Systems; and

WHEREAS, this is a sole source purchase; and

WHEREAS, Copeland Security Group, Inc. is the sole vendor; 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 Copeland Security Group, Inc.

2. That the Purchasing-Revenue Manager is authorized to issue a purchase order to Copeland Security Group, Inc. as a sole source purchase not to exceed $92,151.00.

3. The Controller is authorized to adjust the budget as necessary for this purchase.

APPROVED AND ADOPTED this the _____day of _____, 2016.

_____

C. E. “Eddie” Smith, Jr.

President of the City Council

City of Opelika, Alabama

ATTEST:

_____

Robert G. Shuman, CMC

City Clerk - Treasurer

Attachment: 11-15-16 - (15) LENEL ONGUARD ACCESS CONTROL SYSTEMS - SOLE SOURCE - CNCL PKT (310-16 : Purchase - Fifteen (15)

CITY OF OPELIKA
Sole Source Justification

DEPARTMENT Public Works

REQUISITION NUMBER Not assigned yet

NAME OF REQUESTING EMPLOYEE Michael Hilyer

VENDOR Copeland Fire and Security

PRODUCT/SERVICE Lenel OnGuard Access Control System

Estimated annual expenditure for the commodity or service $ 92,151

Initial all entries below that apply to the proposed purchase: Attach a detailed explanation containing complete justification and support documents. (More than one entry will apply to most sole source products/services requested).

1. Sole Source Request is for the original manufacturer or provider of item(s) or services, and there are no regional distributors. (Attach the manufacturer's witness certification that no regional distributors exist. Item no.4 also must be completed). _____
2. Sole Source Request is for the only the vendor who supplies this product/services within the State of Alabama (Franchised Protected Area). _____
3. The Parts/Equipment are not interchangeable with similar parts of another manufacturer. (Explain in separate memorandum) MJH
4. This is the only known item or service that will meet the specialized needs of the _____Department or perform the intended function. (Attach memorandum with details of specialized function(s) or application.) _____
5. The Parts/Equipment are required from this sole source to permit standardization. (Attach memorandum describing basis for standardizing request.) MJH
6. None of the above apply. A detailed explanation and justification for this sole source request is contained in the attached memorandum. _____

The undersigned requests that the State of Alabama Bid Law Title 41 Article 3 Competitive Bidding Requirements be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material. I further certify that the item(s) requested is of an indispensable nature, all other viable alternatives have been explored and it has been determined that only this product or service will fulfill the function for which the product is needed.

DEPARTMENT HEAD SIGNATURE _____

DEPARTMENT/DIVISION/DATE _____ 11-9-16

PURCHASING DEPARTMENT USE ONLY

PURCHASING AGENT APPROVAL
(SIGNATURE/DATE) _____ 11-9-16

DISAPPROVAL/DATE _____

COMMENTS _____

_____

_____

_____

_____

_____

_____

_____

COUNCIL ACTION/DATE _____

Attachment: 11-15-16 - (15) LENEL ONGUARD ACCESS CONTROL SYSTEMS - SOLE SOURCE - CNCL PKT (310-16 : Purchase - Fifteen (15)

November 2, 2016

From: Justin Copeland

RE: Public Works – Lenel OnGuard Access Control Addition

Addition of 15 Public Works Buildings to the existing Lenel OnGuard Access Control System

$92,151.00

Public Works Admin Building – 11 Exterior Doors, 6 Interior
Westside Treatment – 3 Exterior Doors, 1 Interior
Sportsplex Maintenance Shop – 1 Exterior Door, 1 Interior
Sewer Collections – 2 Exterior Doors
Garden Hills Cemetery – 3 Exterior Doors
Grounds Keeping – 1 Exterior Door, 1 Interior
Auto Shop – 2 Exterior Doors
Sanitary & Streets Building – 6 Exterior Doors, 2 Interior
Sign Shop – 1 Exterior Door
Eastside Plant – 2 Exterior Doors
West Ridge Park – 2 Exterior Doors
Dixie Youth Fields – 3 Exterior Doors
Dixie Boys Field – 2 Exterior Doors
Miracle Field – 2 Exterior Doors
Welding – 1 Exterior Door

All pricing includes: Equipment, Installation, Programming, Installation Drawings, Customer Instructions and a three-year warranty. Network access to be provided by City of Opelika. All equipment will be tied into the existing Lenel OnGaurd access control system that is currently under warranty. Alterations or additions done by anyone other than Copeland Security Group, Inc. will void the warranty. Feel free to contact me with any questions you may have.

Thank you for the opportunity!

Justin Copeland
334-850-1655

113 Medical Center Drive, Prattville, Alabama 36066 • phone: 334.365.8392 • fax: 334.365.5642
info@copelandsg.com • www.copelandsecuritygroup.com

Attachment: 11-15-16 - (15) LENEL ONGUARD ACCESS CONTROL SYSTEMS - SOLE SOURCE - CNCL PKT (310-16 : Purchase - Fifteen (15)

The City of Opelika wishes to sole source Copeland Security in the area of Lenel OnGuard Access Control Systems for the following reasons:

- The City of Opelika currently has a Lenel OnGuard Access Control System at the Opelika Police Dept. Additional systems would be compatible and standardize the City's door security.
- The City of Opelika is currently converting the Public Works Facility Gate Control over to a Lenel OnGuard Access Control System. Additional systems would be compatible and standardize the City's gate security.
- The City of Opelika currently has a server in place to run the program necessary to use the Lenel OnGuard Access Control System. No additional IT equipment would need to be purchased.
- Copeland Security is the local dealer for Lenel OnGuard Access Control Systems.
- Copeland Security has serviced our existing Lenel OnGuard Access Control System well throughout the years.
- By utilizing our present Lenel OnGuard Access Control Systems system and sole sourcing the latest Lenel OnGuard Access Control Systems equipment through Copeland Security, we can optimize our funds and return on investment and receive the latest technology available, while retaining the same level of service.

Attachment: 11-15-16 - (15) LENEL ONGUARD ACCESS CONTROL SYSTEMS - SOLE SOURCE - CNCL PKT (310-16 : Purchase - Fifteen (15)

RESOLUTION NO. 311-16

Weed Abatement Assessment - 12 East Johnson Ave

RESOLUTION NO. _____

RESOLUTION FIXING AMOUNT OF ASSESSMENT

FOR WEED LIEN AGAINST PROPERTY LOCATED AT

12 E Johnson Ave Parcel No. 013.000

==========

WHEREAS, the weed nuisance growing upon or in front of the property located at 12 E Johnson Ave, parcel no. 013.000 has been removed as provided for and required by law: and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 12 E Johnson Ave, a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 15th day of November, 2016 at 7:00 p.m. in the City Council Chambers in the

Municipal Building of Opelika, Alabama was the date, time and place heretofore established by the City

Council to hear and determine any objections or defenses which may be raised by any of the property

owners liable to be assessed for the work of abating said weed nuisance; and

WHEREAS, a copy of the itemized statement of expenses, together with the notice of the time when said statement shall be submitted to the City Council for confirmation, was sent to the property owner by certified mail at least five (5) days in advance of the time fixed by the City Council to consider the assessment of the cost against the property; and

WHEREAS, the Council met at the designated time and place for the purpose of receiving and

considering said statement of expenses and to pass upon all such objections to and protest against the proposed assessment for the work of abating said nuisance; and

WHEREAS, the President of the City Council presided over said public hearing and opened the

floor for comments from the public and any persons interested in said assessment or the amount thereof;

and

WHEREAS, the City Council has considered all evidence and other matters in relation to the

proposed assessment and the members of the Council are of the opinion that the amount to be assessed

against the property shall be in accordance with the amount shown on the statement of expenses heretofore delivered by the enforcing official to the City Council.

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

follows:

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of $212.95 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 12 E Johnson Ave Parcel no. 013.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-10-04-17-2-000-013.000 according to the records of the Revenue Commissioner of Lee County Alabama.
4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner

shall add the amount of the lien to the ad valorem tax bill on the property and shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax, and remit the amount to the City.

This Resolution and the weed lien assessed herein are adopted pursuant to Act No. 2012-366 of the 2012 Regular Session of the Legislature of Alabama and Article III of Chapter 18 of the Code of Ordinances of the City of Opelika, Alabama.

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

_____

President of the City Council

City of Opelika, Alabama

Attest:

_____

R. G. "Bob" Shuman, CMC

City Clerk - City Treasurer

WEED ABATEMENT INVOICE

Date: 11/02/2015

To: Matthew Pitts
31 Lee Rd 616
Auburn Al. 36830

Property Address:
12 E Johnson Ave
Opelika Al. 36801
Parcel # 10-04-17-2-000-013.000

On September 12, 2016 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

The following is a list of charges that City of Opelika incurred for the abatement:

Cost of Abatement: 199.97

Certified mail: 12.98

Misc. _____

Total 212.95

Attachment: Weed Invoice (311-16 : Weed Abatement Assessment - 12 East Johnson Ave)

RESOLUTION NO. 312-16

Weed Abatement Assessment - 308 Brannon Ave

RESOLUTION NO. _____

RESOLUTION FIXING AMOUNT OF ASSESSMENT

FOR WEED LIEN AGAINST PROPERTY LOCATED AT

308 Brannon Ave, Parcel No. 072.000

==========

WHEREAS, the weed nuisance growing upon or in front of the property located at 308 Brannon Ave, parcel no. 072.000 has been removed as provided for and required by law: and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 308 Brannon Ave, a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 15th day of November, 2016 at 7:00 p.m. in the City Council Chambers in the

Municipal Building of Opelika, Alabama was the date, time and place heretofore established by the City

Council to hear and determine any objections or defenses which may be raised by any of the property

owners liable to be assessed for the work of abating said weed nuisance; and

WHEREAS, a copy of the itemized statement of expenses, together with the notice of the time when said statement shall be submitted to the City Council for confirmation, was sent to the property owner by certified mail at least five (5) days in advance of the time fixed by the City Council to consider the assessment of the cost against the property; and

WHEREAS, the Council met at the designated time and place for the purpose of receiving and

considering said statement of expenses and to pass upon all such objections to and protest against the proposed assessment for the work of abating said nuisance; and

WHEREAS, the President of the City Council presided over said public hearing and opened the

floor for comments from the public and any persons interested in said assessment or the amount thereof;

and

WHEREAS, the City Council has considered all evidence and other matters in relation to the

proposed assessment and the members of the Council are of the opinion that the amount to be assessed

against the property shall be in accordance with the amount shown on the statement of expenses heretofore delivered by the enforcing official to the City Council.

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

follows:

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of $234.23 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 308 Brannon Ave, Parcel no. 072 .000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-10-03-08-2-001-072.000 according to the records of the Revenue Commissioner of Lee County Alabama.
4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner

shall add the amount of the lien to the ad valorem tax bill on the property and shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax, and remit the amount to the City.

This Resolution and the weed lien assessed herein are adopted pursuant to Act No. 2012-366 of the 2012 Regular Session of the Legislature of Alabama and Article III of Chapter 18 of the Code of Ordinances of the City of Opelika, Alabama.

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

_____

President of the City Council

City of Opelika, Alabama

Attest:

_____

R. G. "Bob" Shuman, CMC

City Clerk - City Treasurer

WEED ABATEMENT INVOICE

Date: 11/02/2016

To: State of Alabama
PO Box 327210
Montgomery Al. 36132

Property Address:
308 Brannon Ave
Opelika Al. 36801
Parcel # 10-03-08-2-001-072.000

On August 15, 2016 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

The following is a list of charges that City of Opelika incurred for the abatement:

Cost of Abatement: 221.25

Certified mail: 12.98

Misc. _____

Total 234.23

Attachment: WEED INVOICE (312-16 : Weed Abatement Assessment - 308 Brannon Ave)

RESOLUTION NO. 313-16

Weed Abatement Assessment-709 India Rd.

RESOLUTION NO. _____

RESOLUTION FIXING AMOUNT OF ASSESSMENT

FOR WEED LIEN AGAINST PROPERTY LOCATED AT

709 India Rd., Parcel No. 042.011

==========

WHEREAS, the weed nuisance growing upon or in front of the property located at 709 India Rd., parcel no. 042.011 has been removed as provided for and required by law: and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 709 India Rd., a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 15th day of November, 2016 at 7:00 p.m. in the City Council Chambers in the

Municipal Building of Opelika, Alabama was the date, time and place heretofore established by the City

Council to hear and determine any objections or defenses which may be raised by any of the property

owners liable to be assessed for the work of abating said weed nuisance; and

WHEREAS, a copy of the itemized statement of expenses, together with the notice of the time when said statement shall be submitted to the City Council for confirmation, was sent to the property owner by certified mail at least five (5) days in advance of the time fixed by the City Council to consider the assessment of the cost against the property; and

WHEREAS, the Council met at the designated time and place for the purpose of receiving and

considering said statement of expenses and to pass upon all such objections to and protest against the proposed assessment for the work of abating said nuisance; and

WHEREAS, the President of the City Council presided over said public hearing and opened the

floor for comments from the public and any persons interested in said assessment or the amount thereof;

and

WHEREAS, the City Council has considered all evidence and other matters in relation to the

proposed assessment and the members of the Council are of the opinion that the amount to be assessed

against the property shall be in accordance with the amount shown on the statement of expenses heretofore delivered by the enforcing official to the City Council.

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

follows:

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of $450.48 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 709 India Rd., Parcel no. 042.011 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-10-03-06-2-000-042.011 according to the records of the Revenue Commissioner of Lee County Alabama.
4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner

shall add the amount of the lien to the ad valorem tax bill on the property and shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax, and remit the amount to the City.

This Resolution and the weed lien assessed herein are adopted pursuant to Act No. 2012-366 of the 2012 Regular Session of the Legislature of Alabama and Article III of Chapter 18 of the Code of Ordinances of the City of Opelika, Alabama.

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

_____

President of the City Council

City of Opelika, Alabama

Attest:

_____

R. G. “Bob” Shuman, CMC

City Clerk - City Treasurer

WEED ABATEMENT INVOICE

Date: 11/02/2016

To: Ditech Financial LLC
7360 S Kyrene Rd.
Tempe Az. 85283

Property Address:
709 India Rd
Opelika Al. 36801
Parcel #10-03-06-2-000-042.011

On August 30, 2016 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

The following is a list of charges that City of Opelika incurred for the abatement:

Cost of Abatement: 437.50

Certified mail: 12.98

Misc. _____

Total 450.48

Attachment: WEED INVOICE (313-16 : Weed Abatement Assessment-709 India Rd.)

RESOLUTION NO. (ID # 2002)

Weed Abatement Assessment - 1109 Magnolia St. - TABLED

RESOLUTION NO. _____

RESOLUTION FIXING AMOUNT OF ASSESSMENT

FOR WEED LIEN AGAINST PROPERTY LOCATED AT

1109 Magnolia St, Parcel No. 022.000

==========

WHEREAS, the weed nuisance growing upon or in front of the property located at 1109 Magnolia St, parcel no. 022.000 has been removed as provided for and required by law: and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 1109 Magnolia St., a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 15th day of November, 2016 at 7:00 p.m. in the City Council Chambers in the

Municipal Building of Opelika, Alabama was the date, time and place heretofore established by the City

Council to hear and determine any objections or defenses which may be raised by any of the property

owners liable to be assessed for the work of abating said weed nuisance; and

WHEREAS, a copy of the itemized statement of expenses, together with the notice of the time when said statement shall be submitted to the City Council for confirmation, was sent to the property owner by certified mail at least five (5) days in advance of the time fixed by the City Council to consider the assessment of the cost against the property; and

WHEREAS, the Council met at the designated time and place for the purpose of receiving and

considering said statement of expenses and to pass upon all such objections to and protest against the proposed assessment for the work of abating said nuisance; and

WHEREAS, the President of the City Council presided over said public hearing and opened the

floor for comments from the public and any persons interested in said assessment or the amount thereof;

and

WHEREAS, the City Council has considered all evidence and other matters in relation to the

proposed assessment and the members of the Council are of the opinion that the amount to be assessed

against the property shall be in accordance with the amount shown on the statement of expenses heretofore delivered by the enforcing official to the City Council.

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

follows:

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of $216.68 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 1109 Magnolia St, Parcel no. 022.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-10-04-18-2-001-022.000 according to the records of the Revenue Commissioner of Lee County Alabama.
4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner

shall add the amount of the lien to the ad valorem tax bill on the property and shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax, and remit the amount to the City.

This Resolution and the weed lien assessed herein are adopted pursuant to Act No. 2012-366 of the 2012 Regular Session of the Legislature of Alabama and Article III of Chapter 18 of the Code of Ordinances of the City of Opelika, Alabama.

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

_____

President of the City Council

City of Opelika, Alabama

Attest:

_____

R. G. "Bob" Shuman, CMC

City Clerk - City Treasurer

WEED ABATEMENT INVOICE

Date: 11/02/2016

To: State of Alabama
PO Box 327210
Montgomery Al. 36132

Property Address:
1109 Magnolia St
Opelika Al. 36801
Parcel # 10-04-18-2-001-022.000

On August 18, 2016 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

The following is a list of charges that City of Opelika incurred for the abatement:

Cost of Abatement: 203.70

Certified mail: 12.98

Misc. _____

Total 216.68

Attachment: WEED INVOICE (2002 : Weed Abatement Assessment - 1109 Magnolia St. - TABLED)

RESOLUTION NO. 314-16

IAR Agreement with ALDOT for Cartech - Eng.

RESOLUTION NO. _____

RESOLUTION APPROVING AGREEMENT FOR PRELIMINARY ENGINEERING, RIGHT-OF-WAY ACQUISITION AND CONSTRUCTION BETWEEN THE

STATE OF ALABAMA AND THE CITY OF OPELIKA, ALABAMA FOR INDUSTRIAL ACCESS ROAD IMPROVEMENTS ON FOX RUN PARKWAY

WHEREAS, the City of Opelika, Alabama (the "City") is sponsoring an industrial access road grant to benefit the Cartech project in Opelika; and

WHEREAS, road improvements are needed on Fox Run Parkway to expand an existing turn lane from Columbus Parkway (Hwy 280) back to Fox Run Avenue in the Southbound lane, and to improve Fox Run Avenue to benefit the new Cartech facility; and

WHEREAS, the total costs of the road improvements, including engineering and inspection, are estimated to be $598,000.00; and

WHEREAS, the State of Alabama, acting by and through The Alabama Department of Transportation (hereinafter referred to as the "State"), and the City desire to cooperate in preliminary engineering, right-of-way acquisition and construction program for said industrial access road improvements program for Project IAR-041-000-018, Project Reference Number 100066412 on Fox Run Parkway and Fox Run Avenue; and

WHEREAS, a proposed AGREEMENT FOR PRELIMINARY ENGINEERING, RIGHT-OF-WAY ACQUISITION AND CONSTRUCTION (the "Agreement") to be entered into between the State and the City has been prepared and submitted to the City Council for

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

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

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

2. That the Mayor is hereby authorized to execute and deliver said Agreement in the name and on behalf of the City, and the City Clerk is hereby authorized and directed 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 cause to be executed and delivered in the name and on behalf of the City such other notices, certificates, assurances or other instruments or other communications under the seal of the City or otherwise, as they or any of them deem necessary or advisable or appropriate in order to carry into effect the intent of the provisions of this Resolution and the attached Agreement.

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

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

_____

PRESIDENT OF THE CITY COUNCIL

OF THE CITY OF OPELIKA

ATTEST:

_____

ALABAMA DEPARTMENT OF TRANSPORTATION

SOUTHEAST REGION
OFFICE OF OPERATIONS ENGINEER
MONTGOMERY AREA
POST OFFICE BOX 8008
MONTGOMERY, ALABAMA 36110
Telephone: (334) 269-2311 FAX: (334) 263-2599

Robert Bentley
Governor

John R. Cooper
Transportation Director

November 2, 2016

The Honorable Gary Fuller
Mayor of Opelika
P.O. Box 390
Opelika, AL 36803

ATTN: Scott Parker, P.E. – City Engineer

RE: Project No. IAR-041-000-018
Industrial Access Road Improvements on Fox Run Parkway and the extension of an Existing Turn Lane from Columbus Parkway (Hwy 280) back to Fox Run Avenue in the Southbound Lane to Benefit Cartech
In the City of Opelika
Lee County

Dear Sir:

Enclosed is the original agreement, and copy, between the State and the City of Opelika, which provides for the Construction of the above referenced project.

After execution by you, please return the agreement, and the copy, with original signatures to this office for further handling. A certified resolution, affixed with the City seal which authorizes the Mayor to sign the agreements, should be included with the agreement, and with the copy. Also the City seal should be affixed to both agreements.

Please call Mr. Trent Deason at 353-6893 if you have any questions.

Sincerely,

By: _____
David B. Bollie, P. E.
Montgomery Area County Transportation Engineer

DBB/tbd

c: Mr. Clay McBrien – State Office Engineer
File

Attachment: Attachment A--Industrial Access Agreement for Cartech (314-16 : IAR Agreement with ALDOT with Cartech)

ALABAMA DEPARTMENT OF TRANSPORTATION
1409 Coliseum Boulevard, Montgomery, Alabama 36110

Robert Bentley
Governor

John R. Cooper
Transportation Director

October 28, 2016

Mr. George H. Conner, P. E.
Southeast Region Engineer
Capitol Commerce Center
100 Capitol Commerce Boulevard
Suite 21- Building B
Montgomery, AL 36117

RE: Preliminary Engineering/Right-of-Way/Construction Agreement
Project IAR-041-000-018
Project Reference Number 100066412
Industrial Access Road Improvements on Fox Run Parkway and the Extension of an Existing Turn Lane from Columbus Parkway (Hwy 280) back to Fox Run Avenue in the Southbound Lane to benefit Cartech
in the City of Opelika
Lee County

Dear Mr. Conner:

Enclosed is the original Agreement (and one copy) between the State and the City of Opelika for Project ST-041-000-018, which provides a preliminary engineering, right-of-way acquisition, and construction program for industrial access road improvements on Fox Run Parkway and the extension of an existing turn lane from Columbus Parkway (Hwy 280) back to Fox Run Avenue in the southbound lane to benefit Cartech in the City of Opelika, Alabama.

Please review this Agreement and, if it is in order, present the original and copy to the City for approval. After execution by the mayor, please return the original document and the copy with original signatures to this office for further handling. A certified resolution affixed with the City seal, which authorizes the mayor to sign the Agreement, should be included with the original Agreement as well as with the copy. Also, the City seal should be affixed to both signed Agreements.

If you have any questions concerning this Agreement, please call Jim Doolin at (334) 242-6097.

Sincerely,

Robert J. Jilla
Multimodal Transportation Engineer

BY: _____
Dr. Emmanuel C. Oranika
Metropolitan Transportation Planning Administrator

RJJ: ECO/JD/db
Enclosures

Attachment: Attachment A--Industrial Access Agreement for Cartech (314-16 : IAR Agreement with ALDOT with Cartech)

AGREEMENT
FOR
PRELIMINARY ENGINEERING, RIGHT-OF-WAY ACQUISITION
AND
CONSTRUCTION

BETWEEN THE STATE OF ALABAMA
AND
THE CITY OF OPELIKA, ALABAMA

Project IAR-041-000-018
Project Reference Number 100066412
Industrial Access Road Improvements on Fox Run Parkway and the Extension of an Existing Turn Lane from Columbus Parkway (Hwy 280) back to Fox Run Avenue in the Southbound Lane to benefit Cartech in the City of Opelika

THIS AGREEMENT is made and entered into by and between the State of Alabama, (acting by and through the Alabama Department of Transportation), hereinafter referred to as STATE; and the City of Opelika, Alabama, hereinafter referred to as CITY; in cooperation with the Alabama Industrial Access Road and Bridge Corporation, hereinafter referred to as CORPORATION; and

WHEREAS, it is in the public interest for the STATE, and the CITY to participate in a highway improvement program in cooperation with the CORPORATION; and

WHEREAS, the STATE and CITY desire to cooperate in preliminary engineering, right-of-way acquisition, and construction program for industrial access road improvements on Fox Run Parkway and the extension of an existing turn lane from Columbus Parkway (Hwy 280) back to Fox Run Avenue in the southbound lane to benefit Cartech in the City of Opelika, Alabama; and

WHEREAS, the described access road qualifies for funding under the legislation creating the Alabama Industrial Access Road and Bridge Corporation.

NOW, THEREFORE, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree as follows:

Attachment: Attachment A--Industrial Access Agreement for Cartech (314-16 : IAR Agreement with ALDOT with Cartech)

(1) The CITY will furnish all right-of-way for the above noted improvement Project without cost to the STATE.

(2) The CITY will adjust and/or relocate all utilities on the Project without cost to the STATE.

(3) The CITY will make the survey, complete the plans, and furnish all preliminary engineering for the Project with CITY forces or by consultant without cost to the STATE. Completed original plans will be furnished to the STATE prior to the CITY letting the contract. The CITY shall follow the guidelines for operations for procedures for processing STATE and industrial access-funded COUNTY and CITY projects dated February 14, 2001. Said guidelines are attached hereto and made a part of this Agreement.

(4) The CITY will accomplish or cause the work to be accomplished in compliance with all applicable laws of the STATE and the CITY and applicable federal laws, regulations and requirements.

(5) The CITY will furnish all construction engineering for the Project from CITY forces or by consultant as part of the cost of the Project.

(6) The CITY or CITY's consultant will furnish the necessary inspection and testing of materials when needed as part of the cost of the Project.

(7) The STATE will have general supervision of the Project by making periodic inspections and final acceptance of Project work and the cost therefore will be deemed a part of the Project cost.

(8) Invoices of the CITY for actual cost of work performed will be forwarded to the STATE as work progresses and the CITY will be paid the proportionate share of such cost in proportion to the STATE's prorated portion of total Project cost, to be paid with

Attachment: Attachment A--Industrial Access Agreement for Cartech (314-16 : IAR Agreement with ALDOT with Cartech)

CORPORATION funds. Any work authorized before the execution of this Agreement will not be eligible for reimbursement.

(9) The CITY will immediately cause all work on the Project to cease upon notification if the Project work is not being accomplished in accordance with the plans and/or this Agreement. Financial participation by the STATE will be with CORPORATION funds limited to $598,000. The estimated cost and participation by the various parties are as follows:

	Total Estimated Cost	Total Estimated CORPORATION Funds	Total Estimated CITY Funds
Construction (including Engineering and Inspection)	$598,000	$598,000	All Cost in Excess of
TOTAL	$598,000	$598,000	$598,000

It is understood the above is an estimate only and all Project cost in excess of $598,000 will be borne and paid by the CITY. In the event the Project work is not completed for any reason, the CITY will refund by payment to the STATE an amount of money equal to the full amount of funds previously paid by the STATE to the CITY.

(10) The Southeast Region of the Alabama Department of Transportation will be the lead agency for the STATE relative to the work under this Agreement and will be point of contact for the CITY.

(11) The performance of the work covered by this Agreement will be in accordance with the current regulations and requirements of the STATE.

(12) Upon completion and acceptance of the work by the STATE, the CITY will assume full responsibility for maintenance of that part of the facility which is not part of the STATE Highway Maintenance System.

Attachment: Attachment A--Industrial Access Agreement for Cartech (314-16 : IAR Agreement with ALDOT with Cartech)

(13) It is clearly understood by both parties that the STATE does not commit any STATE funds beyond those CORPORATION funds mentioned herein.

(14) A final audit will be made of all Project records after the completion of the Project and a copy will be furnished to the Department of Examiners of Public Accounts, in accordance with Act 1994, No. 94-414. A final financial settlement will be made between the parties as reflected by the final audit.

(15) Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the CITY shall indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorney's fees arising out of, connected with, resulting from or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns; (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement; or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorney's fees, caused by the negligent, careless or unskillful acts of the CITY, its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the CITY, its agents, servants, representatives or employees, or anyone for whose acts the CITY may be liable.

(16) By entering into this Agreement, the CITY is not an agent of the STATE, it officers, employees, agents or assigns. The CITY is an independent entity from the STATE and nothing in this Agreement creates an agency relationship between the parties.

Attachment: Attachment A--Industrial Access Agreement for Cartech (314-16 : IAR Agreement with ALDOT with Cartech)

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

(18) This Agreement may be terminated by the STATE at any time the State Director of Transportation determines that the owner of the proposed facilities will not locate or expand facilities as previously represented. Such termination will occur upon notice of termination from the Director of Transportation to the other party or parties to this Agreement by registered or certified mail, or by other actual notice by the Director to such party or parties. Upon termination, settlement will be made and paid only for such expenditures made prior to termination and which are found to be equitable and just by the Director of Transportation.

(19) The terms of this Agreement may be modified by supplemental agreement duly executed by the parties hereto.

(20) The approved allocation of funds for this Project will lapse if a contract has not been awarded for construction of the Project within twelve (12) months from the date of the funding approval (October 11, 2016) by the Board and the approved allocation will be returned to the IARB for re-allocation. A time extension may be approved by the IARB upon formal request by the applicant.

(21) Nothing will be construed under the terms of this Agreement by the STATE or the CITY that will cause any conflict with Section 23-1-63, Code of Alabama (7/24th Law).

(22) Exhibit N is attached and hereby made a part of this Agreement.

Attachment: Attachment A--Industrial Access Agreement for Cartech (314-16 : IAR Agreement with ALDOT with Cartech)

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be executed by those officers, officials and persons thereunto duly authorized, and the Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of approval of the Governor of Alabama.

SEAL

ATTEST:

CITY OF OPELIKA, ALABAMA

_____
City Clerk (Signature)

BY: _____
Mayor (Signature)

_____
Type name of Clerk

_____
Type name of Mayor

THIS AGREEMENT HAS BEEN LEGALLY REVIEWED
AND APPROVED AS TO FORM AND CONTENT:

BY:_____
Chief Counsel, Jim R. Ippolito, Jr.

RECOMMENDED FOR APPROVAL:

_____
Southeast Region Engineer, George H. Conner, P. E.

_____
Multimodal Transportation Engineer,
Robert J. Jilla

_____
Chief Engineer, Don T. Arkle, P. E.

STATE OF ALABAMA
ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF TRANSPORTATION

_____
Transportation Director, John R. Cooper

The foregoing Agreement is hereby approved by the Governor of the State of Alabama this _____ day of _____, 20 ____.

_____
GOVERNOR OF ALABAMA, ROBERT BENTLEY

Attachment: Attachment A--Industrial Access Agreement for Cartech (314-16 : IAR Agreement with ALDOT with Cartech)

STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION

SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL ACCESS FUNDED COUNTY AND CITY PROJECTS

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Division and notification from the Division that advertisement for bids can be made, or, in the case of negotiated projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Division will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Division to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Division may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a negotiated project.

For negotiated projects, the Division will prepare a cost estimate following normal estimating procedures; then reduce each computer generated unit cost by 10%. This will be the amount used by the County/City on their estimate for reimbursement. In the case where a County/City is using an inplace annual bid, the County will furnish the Division a copy of their bid and this bid price will be used for reimbursement.

Attachment: Attachment A--Industrial Access Agreement for Cartech (314-16 : IAR Agreement with ALDOT with Cartech)

Where the County/City is letting a contract locally, the County/City will furnish to the Division the three lowest bids with their recommendation for award. The Division will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Division when the project is complete and the Division will perform a final ride-through to determine whether the project was completed in substantial compliance with the original final plans. Final acceptance will be made by the Division with a copy of the letter furnished to the Bureau of County Transportation.

All required test reports, weight tickets, materials receipts, and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

RECOMMENDED FOR APPROVAL: John A. Cowan
BUREAU CHIEF/DIVISION ENGINEER

APPROVAL: Ray D. Bacon
CHIEF ENGINEER

APPROVAL: [signature] 2/14/01
TRANSPORTATION DIRECTOR DATE

Attachment: Attachment A--Industrial Access Agreement for Cartech (314-16 : IAR Agreement with ALDOT with Cartech)

EXHIBIT N

CONSULTANT 2/15/95
REVISED 5/30/02
REVISED 6/16/11
REVISED 10/28/15

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statue or Constitutional provision of amendment, either now in effort or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.

b. If the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CONSULTANT, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CONSULTANT agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Attachment: Attachment A--Industrial Access Agreement for Cartech (314-16 : IAR Agreement with ALDOT with Cartech)

RESOLUTION NO. 315-16

Authorize Grant Application with ALDOT.

Resolution No. _____

WHEREAS, the Alabama Department of Transportation has the authority to award grants for under the Transportation Alternatives Program; and

WHEREAS, the City of Opelika recognizes the need to provide safe pedestrian facilities.

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

1. Authorization is given to submit a Grant Application under said program in the amount of $ 390,929.

2. Authorization is given to the Mayor to sign any and all documents to secure said grants.

3. The City will contribute 20% of the total project cost and the cost of design engineering.

4. The City will see the project through to completion and be responsible for maintenance of the improvements upon completion.

APPROVED AND ADOPTED, this 15th day of November, 2016.

_____

C. E. “Eddie” Smith, Jr

President City Council

Opelika, Alabama

ATTEST:

_____

Robert G. Shuman, CMC

City Clerk -Treasurer

RESOLUTION EXPLANATION

PURPOSE: Authorize submission of a Grant Application and commit the local share

PROGRAM: Transportation Alternatives Program (TAP)

AGENCY: Alabama Department of Transportation

DEADLINE: December 16, 2016

GRANT: $ 390,929 (80%)

LOCAL: $ 97,732 (20%)

TOTAL: $ 488,611

PROJECT DESCRIPTION:

The project consists of construction of new sidewalks, ADA compliance improvements on existing sidewalks, and pedestrian lighting on both new and existing sidewalks. The project area includes new sidewalks and pedestrian lighting along Carver Avenue linking Carver Primary School and Covington Community Center; Clanton Street from Carver Avenue to McCoy Street; and Geneva Street from McCoy Street to Stowe Avenue. ADA compliance improvements and pedestrian lighting will be constructed on existing sidewalks that extend along Geneva Street from Stowe Avenue to MLK Boulevard. Linking the new sidewalks with existing sidewalks, the project will improve pedestrian safety throughout the project area. Residential neighborhoods in the project area will be provided improved pedestrian routes to the Opelika Boys and Girls Club; Carver Primary School; Covington Community Center, Geneva Street commercial businesses; and Historic Downtown Opelika.

PREPARED BY: Louise Campbell, L.P. Campbell Company

Attachment: CM 11-15-16, grant application to ALDOT, 11-07-16 (315-16 : Authorize Grant Application with ALDOT.)

RESOLUTION NO. 316-16

Employment Contract with Robert L. Holley - OPD

RESOLUTION NO. _____

RESOLUTION APPROVING EMPLOYMENT CONTRACT

WITH ROBERT L. HOLLEY

WHEREAS, the City of Opelika, Alabama, (the "City") requires the services of a part-time Assistant Chief of Police; and

WHEREAS, Robert L. Holley has the necessary education, experience, skills and expertise to serve as Assistant Chief of Police; and

WHEREAS, the City Council of the City of Opelika desires to continue to employ Robert L. Holley to serve as Assistant Chief of Police; and

WHEREAS, the City Council has been furnished an Employment Contract between the City and Robert L. Holley, and the City Council has determined that the terms of said Contract are acceptable to the City.

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

1. That the Employment Contract (the "Contract") to be entered into between the City and Robert L. Holley, a copy of which is attached hereto and marked as Exhibit "A", be and the same is hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City Council with such changes thereto (by addition, deletion or substitution), as

the Mayor shall approve, which approval shall be conclusively evidenced by the execution and delivery of said Contract.

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

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

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

_____

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

ATTEST:

_____

CITY CLERK

STATE OF ALABAMA)
: EMPLOYMENT CONTRACT
COUNTY OF LEE)

THIS AGREEMENT made and entered into this the _____ day of November, 2016, by and between the **CITY OF OPELIKA, ALABAMA,** a municipal corporation**,** hereinafter called "Employer", as party of the first part, and **ROBERT L. HOLLEY,** hereinafter called "Employee", as party of the second part.

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

SECTION I. DUTIES AND WORKING HOURS.

Employer hereby employs Employee as part-time Assistant Chief of Police and Employee accepts such employment, subject to the terms and conditions set forth herein. As Assistant Chief of Police, Employee shall perform such duties and assume such responsibilities as set forth in the job description incorporated herein and attached hereto as Exhibit "A" and any other job responsibilities and duties as may be assigned by the Chief of Police from time to time. Employee hereby accepts and agrees to such employment, subject to the general supervision and pursuant to the orders, advice and direction of the Chief of Police.

Employee agrees to adhere to all of the policies, procedures, rules and regulations promulgated by the Employer. These policies, procedures, rules and regulations include, but are not limited to, those set forth within the Personnel Policies and Procedures Manual, departmental rules, department operating procedures and executive orders. To the extent that the Employer's policies, procedures, rules and regulations conflict with the terms of this Agreement, the specific terms of this Agreement will control.

Employee shall be classified as a part-time employee and shall not be entitled to benefits except as specifically outlined herein. Employee will normally be scheduled to work twenty-

Attachment: Employment Contract Robert Holley 11082016 (316-16 : Contract for Robert L. Holley)

nine (29) hours or less per week. Employee's salary includes compensation for all hours worked and Employee shall be classified as an exempt employee for purposes of overtime and wage and hour laws. Employee shall not engage in any activity, consulting service or enterprise which is actually or potentially in conflict with or inimical to, or which materially interferes with his duties to Employer.

SECTION II. TERM.

Unless sooner terminated in accordance with the provisions of Sections IV and V hereof, this Agreement shall remain in full force and effect for a term of three (3) years beginning November 20, 2016 and ending at Midnight on November 19, 2019. Either party may, at any time, terminate this Agreement upon thirty (30) days advance prior written notice to the other party.

SECTION III. COMPENSATION

As compensation for his services, Employer shall pay Employee an annual salary of $15,700.00, payable in installments at the same time as classified employees of the City are paid. All compensation paid to Employee by Employer shall be subject to customary withholding and employment taxes as required by law.

SECTION IV. TERMINATION BY EMPLOYER

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

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

Attachment: Employment Contract Robert Holley 11082016 (316-16 : Contract for Robert L. Holley)

(1) The Employee being indicted or convicted for any misdemeanor involving moral turpitude, or a felony.

(2) The Employee conducting himself in a fraudulent or dishonest manner with respect to his duties of employment if, in the opinion of the Chief of Police, that such conduct discredits Employer or is detrimental to the reputation and standing of Employer. Such option shall be exercised by the Employer giving written notice to Employee of the Employer's intent to terminate and the grounds for such termination.

(3) Employee having been disciplined by the Employer repeatedly and/or having serious unacceptable conduct in accordance with the provisions of Section 8 of the Personnel Policies and Procedures Manual of the City of Opelika. Employee shall comply with all policies and procedures of Employer which shall, from time to time, be reasonably promulgated.

(C) FAILURE TO MAINTAIN STANDING AS SWORN POLICE OFFICER. Employee represents and warrants at the time of the signing of this Contract and at all times during the term of this Contract that he is a duly sworn police officer certified by the Alabama Peace Officers Standards and Training Commission ("APOSTC") and his privileges as such have not been rescinded, revoked or restricted in any manner. The Employer shall have the right to terminate this Contract immediately in the event of the termination, suspension or nonrenewal of the Employee's certification as a sworn police officer in good standing with APOSTC.

Attachment: Employment Contract Robert Holley 11082016 (316-16 : Contract for Robert L. Holley)

(D) OPTION OF EMPLOYER. Employer may terminate this Agreement, without cause, by giving thirty (30) days advance notice to Employee of its intent to terminate. Upon the effective date of termination, neither party shall have any further obligation to the other.

SECTION V. TERMINATION BY EMPLOYEE

Employee may voluntarily resign his position with Employer before the expiration of the term of his employment, by giving thirty (30) days advance notice of his intent to terminate. Upon termination by voluntary resignation, neither party shall have any further obligation to the other beyond the effective date of termination.

SECTION VI. EMPLOYEE BENEFITS

Except as provided herein, Employee shall be entitled to all benefits to which a part-time employee may be entitled. It is specifically understood and agreed that the City shall not provide life and health insurance benefits, shall not provide leave time benefits, and shall not provide retirement benefits to the Employee. Employee acknowledges that he shall not be eligible to participate in the Employer's Life and Accidental Death Plan, Health Plan, any other group insurance plan or the Employer's retirement plan. The City shall not make any contributions to the Alabama Retirement System on behalf of the Employee. The Employer shall provide workman's compensation insurance and shall pay Social Security and Medicare taxes.

The Employer shall provide and make available for the use of the Employee a motor vehicle, firearm, office space, equipment and supplies which the Employer determines to be reasonably necessary for the proper performance and conduct of the Employee's duties under this Contract.

Attachment: Employment Contract Robert Holley 11082016 (316-16 : Contract for Robert L. Holley)

SECTION VII. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

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

SECTION VIII. SEVERABILITY.

If any term, covenant, or condition of this Agreement is held invalid or unenforceable, the remainder of this Agreement and all other terms shall be valid and enforceable to the fullest extent permitted by law.

SECTION IX. ASSIGNMENT.

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

SECTION X. GOVERNING LAW.

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

SECTION XI. AMENDMENTS AND AGREEMENT EXECUTION

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

SECTION XII. WAIVER OF BREACH.

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

Attachment: Employment Contract Robert Holley 11082016 (316-16 : Contract for Robert L. Holley)

SECTION XIII. TIME OF ESSENCE.

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

SECTION XIV. ENTIRE AGREEMENT.

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

SECTION XV. HEADINGS.

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

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

THE CITY OF OPELIKA, ALABAMA

By:_____
GARY FULLER, ITS MAYOR

ATTEST:

_____
ROBERT G. SHUMAN, CITY CLERK

_____
ROBERT L. HOLLEY

Attachment: Employment Contract Robert Holley 11082016 (316-16 : Contract for Robert L. Holley)

STATE OF ALABAMA
COUNTY OF LEE

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

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

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES:_____

STATE OF ALABAMA
COUNTY OF LEE

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

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

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES:_____

Attachment: Employment Contract Robert Holley 11082016 (316-16 : Contract for Robert L. Holley)

RESOLUTION NO. 317-16

Appropriation Contract with the OIDA.

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 Industrial Development Authority, 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 Industrial

Development Authority, 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 INDUSTRIAL DEVELOPMENT AUTHORITY

THIS CONTRACT made and entered into by and between the City of Opelika, Alabama, a municipal corporation, hereinafter referred to as "City", and the Opelika Industrial Development Authority, a corporation organized and existing under the provisions of Chapter 92A, Title 11, Code of Alabama (1975) and hereinafter referred to as "Authority", as of this the 1st day of October 2016.

In consideration of the agreements herein contained, it is understood between the parties that the City will furnish funding and space as hereinafter provided and the Authority will provide the following services for or on behalf of the City.

1. The term of this agreement shall be for a period of one (1) year commencing October 1, 2016, and ending September 30, 2017; provided, however, that this agreement may be renewed hereafter by the mutual agreements of the parties for one year at a time.

2. The Authority agrees that it will provide the City the following services as its part of the overall agreement with the City of Opelika:

(a) Assist the City Economic Developer, hereinafter called Economic Developer, in managing and developing Fox Run Business Park and the Northeast Opelika Industrial Park both of which are owned by the Opelika Industrial Development Authority.

Attachment: CM 11-15-16, appropriation contract with OIDA (317-16 : Appropriation Contract with the OIDA.)

(b) Assist the Economic Developer of the City of Opelika in providing financial assistance and administrative or managerial guidance when needed.

(c) Assist the Economic Developer in coordinating the relationship between the Authority and the City, as he seeks, discovers, attracts, and promotes new and expanding businesses within or close to the City of Opelika.

(d) Assist the Economic Developer in directing and guiding a professionally qualified staff in promotion and carrying out a city-wide economic and industrial development program.

(e) Participate and coordinate with the Economic Developer and the designated research person in gathering up-to-date information, doing necessary research, distributing information and data to be used as advertisements and presentations to manufacturing, commercial and other business prospects.

(f) Cooperate and coordinate with the Economic Developer and with the City department heads in developing and preparing maps, charts, photos, topos, briefing facilities, brochures, reports and other documents as necessary and required adequately to promote new and expanding industry.

(g) Cooperate and coordinate with the Economic Developer and the President of the Chamber of Commerce the work of assisting existing industry for its expansion, solving its local problems, counseling with its leaders and doing other services pertinent to expansion of existing industry in the City of Opelika.

(h) For the mutual economic and industrial development of the City, the Authority will maintain contacts with, and coordinate and work closely with, other agencies of the City, County, and State having similar purposes, such as the Alabama Department of Commerce, the Economic Development Partnership of Alabama, the economic development departments of public and private utilities, local, area and regional planning and development agencies, other industrial development boards or authorities, railways, the state highway department, airlines, water transportation authorities, and other development organizations, including The Economic Development Council, and other similar groups, organizations and agencies.

(i) Periodically assist the Economic Developer in advising the Mayor and City Council of local, state, regional and national trends in economic development.

(j) Assist the Economic Developer of the City of Opelika in providing a timely response to all calls, letters and inquiries which particularly relate to the industrial prospects of the City of Opelika and its facilities for economic expansion and development.

(k) Assist the Economic Developer and Mayor in the public relations effort for the City insofar as it relates to the economic development of the City of Opelika.

Attachment: CM 11-15-16, appropriation contract with OIDA (317-16 : Appropriation Contract with the OIDA.)

(l) Counsel with and assist new or expanding businesses and industries who are interested in moving into this area or expanding existing facilities already within this area.

(m) Cooperate with the Economic Developer of the City of Opelika and its staff in fostering and promoting the City.

3. As compensation for the services to be rendered by the Authority, the City agrees to pay or provide funds with which to pay the Authority during the fiscal year commencing October 1, 2016, the sum of One Hundred Twenty Five Thousand and 00/100 dollars ($125,000.00) 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 understood and agreed that the City has no financial responsibility in the business or the affairs of the Authority, and the City shall not be liable for any debts or obligations incurred by the Authority nor shall it be deemed or construed to be a partner, joint venturer, or participant in or with any of the indebtedness incurred by the Authority in connection with its industrial revenue financing for industry.

5. The Authority shall not have the right to transfer or assign any of the obligations of the Authority to the City evidenced by this agreement.

6. The Authority shall comply strictly with the laws of the State of Alabama in performing its duties hereunder and in carrying out its activities as the issuer of industrial revenue bonds.

Attachment: CM 11-15-16, appropriation contract with OIDA (317-16 : Appropriation Contract with the OIDA.)

7. The Authority agrees and understands that upon violation of any of the covenants and agreements herein contained on its part, or on account of any act or omissions on its part, the City may at its option terminate and cancel this agreement.

8. The City shall provide office space located within the City Hall in the Economic Development Department at which it is understood the Industrial Development Authority may transact its business and hold its meetings.

9. The Authority 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. Prohibited political activities shall include, but not be limited to the following:

(a) Use of its influence for the purpose of interfering with or affecting the results of elections or the nominations of persons 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 promotion partisan legislation, except that nothing herein shall prohibit the Authority from attempting to secure legislation solely to advance commercial and industrial development of the City of Opelika and the State of Alabama.

10. This agreement supersedes all other agreements, either oral or in writing, between the parties with respect to the subject matter herein contained, 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 and signed by both parties.

11. Subject to the provisions regarding assignment, this agreement shall be

Attachment: CM 11-15-16, appropriation contract with OIDA (317-16 : Appropriation Contract with the OIDA.)

binding upon the parties and their respective successors and assigns.

12. This agreement shall be governed by the laws of the State of Alabama.

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

CITY OF OPELIKA, ALABAMA

BY_____ITS MAYOR
Gary Fuller

(SEAL)

ATTEST:

BY_____ITS CITY CLERK
Robert Shuman

OPELIKA INDUSTRIAL DEVELOPMENT AUTHORITY

BY_____ITS CHAIRMAN
Ronald Wilson

(SEAL)

ATTEST:

BY_____ITS SECRETARY
Lori Huguley

Attachment: CM 11-15-16, appropriation contract with OIDA (317-16 : Appropriation Contract with the OIDA.)

RESOLUTION NO. 318-16

Renew Lease Agreement with OHA - Senior Center.

RESOLUTION NO. _____

RESOLUTION APPROVING LEASE AGREEMENT WITH THE HOUSING AUTHORITY OF THE CITY OF OPELIKA, ALABAMA FOR PREMISES LOCATED AT 201 SAMFORD WAY

WHEREAS, The Housing Authority of the City of Opelika, a public corporation (the "Authority") is the owner in fee simple of the building located at 201 Samford Way, Opelika, Alabama 36801 (the "Premises"); and

WHEREAS, Lee-Russell Council of Governments operates a senior citizen's center on the Premises which is available to individuals who are 60 or older; and

WHEREAS, the Opelika Senior Citizen's Center serves as a focal point where an array of services is channeled to senior citizens, including social activities, nutrition education, health counseling, consumer education, recreation and exercise and hot meals; and

WHEREAS, for many years, the City has leased the Premises from the Authority and makes the Premises available to Lee-Russell Council of Governments for use as a senior citizen's center; and

WHEREAS, the existing lease agreement between the City and the Authority expires on November 30, 2016; and

WHEREAS, the City desires to renew its lease with the Authority for an additional term of two (2) years; 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 (the "City"), as follows:

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

2. That the Mayor is hereby authorized and directed to execute and deliver said Lease Agreement in the name and on behalf of the City and the City Clerk is hereby authorized and directed 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 cause to be executed and delivered in the name and on behalf of the City such other notices, certificates, assurances or other instruments or other communications under the seal of the City or otherwise, as they or any of them deem necessary or advisable or appropriate in order to carry into effect the intent of the provisions of this Resolution and the attached Agreement.

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

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

_____

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

ATTEST:

_____

CITY CLERK

Attachment: CM 11-15-16, lease agreement, with OHA senior center 201 Samford Way, 10-20-16 (2) (318-16 : Renew Lease Agreementt with

LEASE AGREEMENT

THIS LEASE, made this the 19th day of October, 2016, by and between The Housing Authority of the City of Opelika (hereinafter referred to as "Owner"), and The City of Opelika (hereinafter referred to as "Tenant").

FOR AND IN CONSIDERATION of the mutual covenants herein, Owner does lease to Tenant, and Tenant does hereby lease from Owner the premises located at 201 Samford Way, Opelika, Alabama in the City of Opelika, State of Alabama **UNDER THE TERMS AND CONDITIONS THAT FOLLOW:**

ARTICLE I

TERM OF THE LEASE

The term of this lease shall be Two (2) years beginning on the 1st day of December, 2016, and ending on the 30th day of November, 2018.

ARTICLE II

RENT

Tenant agrees to pay Owner **Four Hundred and No/100 ($400.00) Dollars** in advance on the first day of the month in a manner and at a location prescribed by Owner. Payments not received by the fifth (5th) day of the month will be subject to a late charge equal to ten percent (10%) of the required monthly rental payment. The late charge, when assessed, shall constitute an additional obligation of Tenant which is subject to the terms and conditions of this lease.

ARTICLE II-A

SECURITY DEPOSIT

Upon the execution of this Lease, Tenant shall pay the pay Owner **Four Hundred and No/100 ($400.00) Dollars** to be held as security for the payment of rent and the faithful performance by Tenant. Owner may use the security deposit to repair any damage to the premises caused by the Tenant or its guests, and to clean the Premises upon termination of the Lease. The security deposit shall be held and applied as provided by the laws for the State of Alabama. The security deposit may not be applied by the Tenant to the payment of rent. If the Tenant fully performs its obligation hereunder, the security deposit, or balance, shall promptly be returned to Tenant after the termination of this Lease.

ARTICLE III

ASSIGNMENT AND SUBLETTING

Tenant shall not sublet the premises or assign the lease in whole or part without the prior written consent of Owner. If such consent is obtained, Tenant agrees to abide by Owner's policies regarding sublet and assignment and pay all reasonable fees associated with such action. In all cases of sublet or assignment, Tenant shall not be discharged from obligations under this lease. Notwithstanding the foregoing provisions, the Owner consents and agrees that Lee-Russell Council of Governments may operate a senior citizen's center on the Premises, which is available to individuals who are 60 or older.

ARTICLE IV

POSSESSION

Owner agrees to keep Tenant in quiet possession of the premises provided that Tenant complies with all the stipulations of this lease.

ARTICLE V

MAINTENANCE

Owner agree to maintain the premises in good repair provided that Tenant promptly informs Owner of items in need of repair. Tenant agrees to pay the cost of repairs determined by Owner, based on supporting evidence, to be the result of neglect or misuse on the part of the Tenant. TENANT AGREES TO PAY THE COST OF REPAIR AND REPLACEMENT, INCLUDING LABOR AND MATERIALS, ASSOCIATED WITH THE FOLLOWING ITEMS: Glass breakage, light bulb replacement, lost keys, and locks broken by misuse. Tenant further agrees to maintain the curtilage of the premises, including, but not limited to, keeping the grass mowed, shrubs trimmed to an acceptable level, and the lawn generally manicured.

ARTICLE VI

ALTERATION TO THE PREMISES

Tenant agrees to make no alterations, in any form, without the prior written consent of Owner. In the event that Tenant violates this covenant, Tenant agrees to bear all costs associated with returning the premises to their original condition that existed upon taking possession.

Attachment: CM 11-15-16, lease agreement, with OHA senior center 201 Samford Way, 10-20-16 (2) (318-16 : Renew Lease Agreementt with

Attachment: CM 11-15-16, lease agreement, with OHA senior center 201 Samford Way, 10-20-16 (2) (318-16 : Renew Lease Agreementt with

ARTICLE VII

USE

Tenant agrees to use the premises as a senior citizen's center and for no other purpose. Tenant agrees to comply with all laws and city ordinances affecting the premises and to use the premises for only lawful purposes. Tenant shall not commit waste or neglect of the premises or allow others to do so. Upon termination of this lease, Tenant shall surrender the premises in the same condition as when possession was taken with the exception of normal wear and tear.

ARTICLE VIII

DEFAULT

In the event Tenant violates any of the terms, conditions, or covenants of this lease, Tenant shall, at Owner's option, be considered in default of this lease. In the event of default, Owner shall have the right to re-enter and take possession of the leased premises and upon giving twenty-four (24) hours written notice to Tenant, terminate this lease. If the Tenant is in default, Owner shall have the option of accelerating all rents scheduled under this lease. In the case of acceleration of rents, all scheduled rent payments for the remaining term of the lease shall become immediately due and payable. Owner shall not be required to notify Tenant of its intention to accelerate rents if Tenant is in default of this lease.

Although Tenant's violation of any of the terms, conditions, or covenants of this lease may result in forfeiture, the following violations are the most likely to cause forfeiture:

Non-payment of rent when due and payable.

Committing waste or neglect of the premises or allowing others to waste or neglect the premises.

Using the premises for an unlawful purpose.

Repeated violations of the rules and regulations prescribed by Owner to the effect that the Tenant becomes a nuisance to others.

Owner's failure to insist upon strict performance of any of the terms, conditions, or covenants under this lease or Owner's failure to exercise any of its options under this lease shall not waive Owner's rights under this lease.

ARTICLE IX

TERMINATION BY MUTUAL CONSENT

This lease maybe terminated at any time by **MUTUAL CONSENT** of both Tenant and Owner in addition to the other methods of termination described elsewhere in this lease. Termination by mutual consent must be in writing and signed by all parties.

ARTICLE X

COLLECTION AND ENFORCEMENT OF THE PROVISIONS OF THIS LEASE

Tenant agrees to pay a reasonable attorney's fee and all costs if it becomes necessary for Owner to employ an attorney or collection agent to collect any of the rent agreed to be paid or in the event a suit is filed or any court proceedings are instituted to enforce any of the provisions of this lease.
All parties agree that any suit or court proceedings shall be brought in the appropriate court in Lee County, Alabama. It is further agreed that all parties will accept service in any such suits by registered mail, regardless of where the parties may be when action is brought.

ARTICLE XI

DESTRUCTION OF PREMISES BY FIRE OR OTHER CASUALTY

If the premises are destroyed or made completely unable to be occupied during the term of this lease without Tenant's fault, Tenant shall not have to pay rent until Owner restores the premises to a condition comparable with that before the fire or other casualty. Owner have no obligation to restore the premises. In the event Owner decides not to restore the premises, this lease will be terminated. Owner shall have written notice to the Tenant of its decision to either restore the premises or terminate the lease within thirty (30) days after the fire or other casualty.

ARTICLE XII

INSURANCE

Tenant understands that insurance policies to protect personal property from damage, loss or theft are readily available from most insurance companies at the Tenant's expense. Owner recommends that such an insurance policy is obtained. Owner shall not be held liable for the damage, loss, or theft of any of the Tenant's personal property stored inside or outside of the premises. Tenant shall procure and maintain during the lease term, at its expense, a public liability insurance policy covering the premises and insuring the Tenant and the Owner with limits of one million dollars ($1,000,000) for injury or death to one person, two million dollars ($2,000,000) for any number of persons injured or killed in one accident and three hundred thousand dollars ($300,000) property damage resulting from any occurrence upon the premises.

ARTICLE XIII

ABANDONMENT

Attachment: CM 11-15-16, lease agreement, with OHA senior center 201 Samford Way, 10-20-16 (2) (318-16 : Renew Lease Agreementt with

In the event that Tenant abandons the premises during the term of this lease without having paid the rent and other charges under this lease in full for the entire term of this lease, Tenant shall be in default. Owner shall have the right to take possession of the premises. Owner shall then have the right to re-lease the premises to another Tenant. The proceeds from re-leasing shall be applied to the unpaid rent and other charges of Tenant under this lease until the rent and other charges owed by Tenant under this lease are paid in full. Re-leasing of the premises because of abandonment by the Tenant during the term of this lease shall not discharge the Tenant from obligations under this lease.

ARTICLE XIV

UTILITIES AND SERVICE CHARGES

Tenant shall pay all utilities.
Service charges that shall be paid by Tenant:
Tenant shall pay a $18.00 service charge for each of the Tenant's checks returned by the bank. Owner may, at its sole discretion, charge Tenant a $50.00 fee for processing sublet or assignment requests.

ARTICLE XV

FURNISHINGS

If the premises are furnished, Tenant shall not remove, damage, misuse, or allow any other person to remove, damage, or misuse the furnishings contained on the premises.

ARTICLE XVI

RULES AND REGULATIONS

Tenant shall abide by all reasonable rules and regulations prescribed by Owner to promote the objectives of safety, cleanliness, and good order of the premises. These rules and regulations may be revised by Owner at any time consistent with these objectives. Repeated violations of these rules and regulations shall be considered grounds for Owner, at their option, to terminate this lease.

ARTICLE XVII

INSPECTION, ENTRY, AND SIGNAGE

Owner shall have the right to enter periodically to inspect and repair the premises during

Attachment: CM 11-15-16, lease agreement, with OHA senior center 201 Samford Way, 10-20-16 (2) (318-16 : Renew Lease Agreementt with

reasonable hours. Owner shall have the right to display signs on the premises in reasonable locations that advertises the premises as being for rent or sale. Owner shall also have the right to physically show the premises to prospective purchasers or Tenants during reasonable hours upon reasonable notice to Tenant.

ARTICLE XVIII

NOTICE OF INTENTION TO VACATE or TERMINATE

Tenant, shall give Owner written notice of intention either to renew or vacate premises no less than thirty (30) days before the expiration of this lease. At any time, Tenant may terminate this lease upon written notice to the Owner no less than thirty (30) days before the expiration of this lease.

TENANT: READ LEASE CAREFULLY BEFORE SIGNING

IN WITNESS, the respective parties have set their hands and seals on this the __day of _____, 2016.

CITY OF OPELIKA

BY_____,Tenant
Mayor

ATTEST:

_____
CITY CLERK

THE HOUSING AUTHORITY OF
THE CITY OF OPELIKA

BY_____,Owner
Executive Director

Attachment: CM 11-15-16, lease agreement, with OHA senior center 201 Samford Way, 10-20-16 (2) (318-16 : Renew Lease Agreementt with

RESOLUTION NO. 319-16

Designate City Bank Depositories.

RESOLUTION NO. _____

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

1) That the following banks are hereby designated official bank depositories

of funds for the City of Opelika, and that the City Clerk - Treasurer is hereby authorized to establish and maintain by and in the name of the City various checking accounts, certificates of deposits, money market accounts or other City bank accounts that may become necessary at said banks.

1. Auburn Bank
2. BancorpSouth Bank
3. Metro City BanK
4. Charter Bank
5. BB&T Bank
6. BGBVA Compass Bank
7. PNC Bank
8. River Bank
9. Regions Bank
10. Southern States Bank
11. Trustmark Bank
12. Wells Fargo Bank
13. National Bank of Commerce

2) That the Mayor of Opelika, City Council President and City Clerk - Treasurer shall be the official signers for any bank accounts established with any of the banks designated above as official bank depositories.

That special bank accounts maintained by Park & Recreation, Police Department and the Library are authorized to have designated signers within their respective departments.

3) That all checks drawn against the City's Claims Fund (accounts payable account) shall require any two of the official signers as designated in paragraph 2) above.

4) That all checks drawn against all other City bank accounts shall require any one of the official signers as designated in paragraph 2) above.

5) That all checks, drafts or other instruments for payment of money endorsed on behalf of the City for deposit with or collection by said banks, may be endorsed in the name of the City by written or stamped endorsement, without designation or signature of the person making such endorsement.

6) That the City Clerk/Treasurer shall be authorized to approved electronic Banking transactions, bank drafts, or other instruments of payment after they have been authorized and approved by the Mayor and City Controller.

7) That the City Clerk/City Treasurer is hereby authorized and directed to certify to said Banks that this Resolution has been duly adopted by the Opelika City Council and to further certify to said Banks the names and specimen signatures of the present officers of the City authorized to sign on such accounts, and, if and when a change is made in personnel of such officers.

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

RESOLUTION NO. 320-16

Reappoint the City Clerk - Treasurer.

RESOLUTION NO. _____

A RESOLUTION APPOINTING THE CITY CLERK - TREASURER

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

1. That Robert G. Shuman is hereby appointed to fill the position of City Clerk - City Treasurer for a term of office that shall expire on the first Monday of November 2020 and until his successor is duly elected and qualified, subject to the provisions of Section 11-43-160, Code of Alabama (1975).

2. The compensation for the City Clerk-City Treasurer (Class Coder 1340, grade 21) shall remain the same as currently paid and is subject to merit increases as provided by the City's Personnel Policies and Ordinances. All compensation paid to the City Clerk - City Treasurer shall be payable in installments at the same time as classified employees of the City are
paid and shall be subject to customary withholding and employment taxes as required by law.

3. The City Clerk - City Treasurer shall have the same right and privileges to participate in all benefits and plans to which a regular full-time employee of the City may be entitled as an employee relating to vacation, sick leave, longevity pay, retirement, insurance (life, medical, hospital and disability) and other plans which may now be in effect or which may hereafter be adopted.

4. Additionally, the City Clerk - City Treasurer shall receive an automobile

allowance of $450.00 per month.

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

_____

President of City Council

City of Opelika

Attest:

_____

Robert G. Shuman, CMC

City Clerk - City Treasurer

RESOLUTION NO. 321-16

Agreement, Compacting & Baling Services with Lee Co. - OES

RESOLUTION NO. _____

RESOLUTION APPROVING CONTRACT FOR CARDBOARD BALING SERVICES WITH LEE COUNTY, ALABAMA

WHEREAS, Lee County, Alabama, a political subdivision of the State of Alabama ("Lee County"), owns and operates high density cardboard baling equipment; and

WHEREAS, the City of Opelika, Alabama (the "City") is desirous of contracting with Lee County to provide services for the compacting and baling of cardboard collected by the City; and

WHEREAS, a proposed Agreement for Cardboard Baling Services (the "Agreement") has been prepared and submitted to the City Council for approval, and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Agreement.

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

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

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

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

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

Council.

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

_____

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

ATTEST:

_____

CITY CLERK

AGREEMENT FOR CARDBOARD BALING SERVICES

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into on this the _____ day of November, 2016, by and between **THE CITY OF OPELIKA, ALABAMA,** a municipal corporation (hereinafter referred to as the "City") and **LEE COUNTY, ALABAMA,** a political subdivision of the State of Alabama**,** (hereinafter referred to as "Lee County").

RECITALS:

WHEREAS, the City is in the business of collecting cardboard; and

WHEREAS, Lee County owns and operates high density compacting and baling equipment; and

WHEREAS, Lee County is willing to provide services for the compacting and baling of cardboard collected by the City, subject to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the terms, conditions and mutual covenants contained herein and other good and valuable consideration received by each party the sufficiency of which are hereby acknowledged, the City and Lee County agree as follows:

1. **Services to be Furnished.** The City shall deliver cardboard to Lee County at the Lee County Recycling Center located at 841 Williamson Avenue, Opelika, Alabama (hereinafter referred to as the "Recycling Center"). Prior to baling, all cardboard received by Lee County from the City of Opelika shall be kept separate and apart from other recycled materials at the Recycling Center. Lee County will compact and bale at the site all cardboard received from the City. From the date of this Agreement until June 1, 2017, the baled cardboard will be sold by

Attachment: Compacting and Baling Agreement Lee County 110716 (321-16 : Compacting and Baling Agreement Lee County)

Lee County to Pratt Recycling, Inc., in Columbus, Georgia. After June 1, 2017, Lee County may ship the baled materials to a processor chosen by Lee County.

2. **Performance of Services.** All services performed by Lee County will be in a professional manner and in compliance with all applicable laws, rules and regulations including but not limited to environmental laws.

3. **Compensation.** Lee County will weigh each bale of cardboard and will submit a monthly spreadsheet of all weights to the City no later than the 10th day of the following month. To offset the costs of baling, Lee County will retain 20 percent and agree to pay to the City of Opelika an amount equal to eighty percent (80%) of payments received for the cardboard. Payment will be made no later than sixty (60) days after the end of the month the cardboard was baled and weighed by Lee County.

4. **Term with Automatic Renewal Provisions.**

(a) The term of this Agreement shall be one (1) year commencing on November 1, 2016 and ending October 31, 2017. This Agreement shall automatically renew thereafter for additional terms of one (1) year each unless either party gives to the other party written notice of intent to terminate at least ninety (90) days prior to the termination of the then existing term.

(b) Either party may terminate this Agreement without cause by giving ninety (90) days written notice to the other party. The parties shall deal with each other in good faith during the ninety (90) day period after which such notice has been given.

5. **Indemnification.** To the fullest extent permitted by law, the City agree to indemnify, defend and hold harmless Lee County and its respective officials, officers, employees and agents, against any and all liability (including reasonable attorney's fees) which the City may be responsible for, to the extent caused by the City's breach of this Agreement or by any

Attachment: Compacting and Baling Agreement Lee County 110716 (321-16 : Compacting and Baling Agreement Lee County)

negligent act, negligent omission or willful misconduct of the City or its employees. Likewise, Lee County agrees to indemnify, defend and hold harmless the City and its respective officials, officers, employees and agents, against any and all liability (including reasonable attorney's fees) which Lee County may be responsible for, to the extent caused by Lee County's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of Lee County or its employees, agents or contractors in the performance of this Agreement. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance of this Agreement.

6. **Uncontrollable Circumstances.** Except for the obligation to make payments, neither party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, riots, fires, acts of God, government actions or other causes beyond its control.

7. **Relationship of the Parties.** Lee County is acting as an independent contractor hereunder and has the sole right and obligation to supervise, manage, direct, procure, perform or cause to be performed all of the services to be performed by Lee County under this Agreement.

8. **Termination for Cause.** Either party may terminate this Agreement if the other party is in material or repeated breach of any of its obligations hereunder and the breaching party has not cured the breach within thirty (30) days after written notice from the non-breaching party. In the event of such termination, all amounts due for services rendered up to the effective date of termination shall become due and payable.

9. **Binding Nature.** This Agreement shall be binding on the parties hereto and their respective successors and assigns.

Attachment: Compacting and Baling Agreement Lee County 110716 (321-16 : Compacting and Baling Agreement Lee County)

10. **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party.

11. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the City and Lee County with respect to the subject matter of this Agreement. No change, waiver or discharge of this Agreement shall be valid unless in writing and executed by the party against whom such change, waiver or discharge is sought to be enforced.

12. **Governing Law.** This Agreement shall be subject to and governed by the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed as of the day first above written.

THE CITY OF OPELIKA, ALABAMA,
A MUNICIPAL CORPORATION,

By:_____
GARY FULLER, ITS MAYOR

ATTEST:

_____
ROBERT G. SHUMAN,
CITY CLERK

LEE COUNTY, ALABAMA,
A POLITICAL SUBDIVISION
OF THE STATE OF ALABAMA

Attachment: Compacting and Baling Agreement Lee County 110716 (321-16 : Compacting and Baling Agreement Lee County)

BILL ENGLISH, CHAIRMAN
LEE COUNTY COMMISSION

ATTEST:

ROGER RENDLEMAN
COUNTY ADMINISTRATOR

Attachment: Compacting and Baling Agreement Lee County 110716 (321-16 : Compacting and Baling Agreement Lee County)

RESOLUTION NO. 322-16

Agreement for Professional Services with Constantine Engineering, Inc. - P/W

RESOLUTION APPROVING AGREEMENT FOR PROFESSIONAL SERVICES WITH CONSTANTINE ENGINEERING, INC.

RESOLUTION NO. _____

RESOLUTION APPROVING AGREEMENT FOR PROFESSIONAL SERVICES WITH CONSTANTINE ENGINEERING, INC.

WHEREAS, Constantine Engineering, Inc., ("Constantine") provides diversified engineering technology, construction and management services to utility systems throughout the Southeast United States; and

WHEREAS, the City of Opelika, Alabama (the "City") has determined that there is a need for professional engineering and technical services for work related to the West Side Wastewater Treatment Plant and certain lift stations; and

WHEREAS, the City needs to evaluate the capacity of the existing wastewater treatment plant to receive and treat current wastewater flows and loadings; and

WHEREAS, the City will require the services of a consulting engineering firm to provide said services; and

WHEREAS, City staff recommends Constantine to perform said services; and

WHEREAS, an Agreement for Professional Services (the "Agreement") has been prepared by Constantine and submitted to the City Council for approval, and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Agreement.

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

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

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

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

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

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

_____

PRESIDENT OF THE CITY COUNCIL

OF THE CITY OF OPELIKA

ATTEST:

_____

CITY CLERK

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

(Long Form)

Constantine Engineering, Inc.

Constantine Engineering Office Address:	1988 Lewis Turner Boulevard, Unit 3, Fort Walton Beach, FL 32547		
Project Name:	West Wastewater Treatment Plant Evaluation and Recommendation Project	**Project: No.:**	100387.04
CLIENT:	City of Opelika, AL		
Address:	Opelika City Hall, 204 South 7th Street, Opelika, Alabama 36801		

CLIENT requests and authorizes Constantine Engineering to perform the following services:

Scope:

The scope of services that Constantine Engineering shall provide is described in Attachment A.

Compensation by CLIENT to Constantine Engineering will be on the basis of:

Compensation for the scope of services is described in Attachment A.

Other Terms:

Schedule for the scope of services is described in Attachment A.

Services covered by this AGREEMENT will be performed in accordance with the Provisions and any attachments or schedules. This AGREEMENT supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties. IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT as of the day and year shown below.

CLIENT:			Constantine Engineering, INC.:	
Signature			Signature	
Name (printed)			Name (printed)	James P. Kizer, Jr., P.E.
Title			Title	President
Date			Date	August 24, 2016

Attachment: Constantine Engineering (322-16 : Wastewater Professional Services Agreement)

PROVISIONS

1. AUTHORIZATION TO PROCEED

Unless otherwise provided for in this AGREEMENT, execution of this AGREEMENT by CLIENT will be authorization for Constantine Engineering to proceed with the Scope of Services defined above.

2. AFFILIATED COMPANIES

Work performed under this AGREEMENT may be performed using labor from Constantine Engineering affiliated companies. Such labor will be billed to OWNER under the same billing terms applicable to Engineer's employees.

3. PER DIEM RATES

Constantine Engineering's Per Diem Rates, when the basis of compensation, are those hourly or daily rates charged for work performed on the Project by Constantine Engineering's employees of the indicated classifications. These rates are included as Exhibit 1 and are subject to annual calendar year adjustments; include all allowances for salary, overheads and fees; but do not include allowances for Direct Expenses unless modified by changes to this AGREEMENT.

4. AMOUNT AND METHOD OF PAYMENT

Constantine Engineering will submit invoices monthly covering services completed to date, and as applicable, for materials and equipment delivered and stored on-site or off-site. Each invoice will be prepared in Constantine Engineering's standard form and supported by documentation. Within 10 days of receipt of the invoice, CLIENT shall give detailed, written notice of any sums which it may reasonably dispute or contest. If the parties are unable to resolve the matter within 15 days, only that portion so reasonably contested may be withheld from payment to Constantine Engineering.

Compensation for Scope of Services defined in this AGREEMENT will be based on either a lump sum amount basis, or on Constantine Engineering's Per Diem Rates, for the actual time worked on the Project. Constantine Engineering also will be compensated for Direct Expenses incurred for the Project, plus a service charge of 10 percent of Direct Expenses, plus applicable sales, use, value-added, business transfer, gross receipts, or other similar taxes, unless modified by subsequent changes to the AGREEMENT or unless compensation is based on a lump sum amount and these costs are included in the lump sum.

Direct Expenses are those necessary costs and charges incurred for the Project, including, but not limited to: (1) the direct costs of transportation, meals and lodging, mail, subcontracts and outside services; special CLIENT-approved Project-specific insurance, letters of credit, bonds, and equipment and supplies; (2) Constantine Engineering's current standard rate charges for direct use of Constantine Engineering's vehicles, laboratory tests and analyses, word processing, computers and communication, printing, binding and reproduction services, and certain field equipment; and (3) Constantine Engineering's standard project charges for special health and safety requirements of OSHA.

5. DELAY IN PAYMENT

If CLIENT fails to pay Constantine Engineering within 30 calendar days after receipt of any invoice, Constantine Engineering will be entitled to any or all of the following:

5.1 Interest. CLIENT will be charged interest at the rate of 1-1/2% per month, or that permitted by law if lesser, on all past-due amounts starting 30 calendar days after receipt of invoice. Payments will first be credited to interest and then to principal.

5.2 Suspension of Work. If CLIENT fails to make payment in full within 30 calendar days of the date due for any undisputed billing, Constantine Engineering may, after giving 7 calendar days' written notice to CLIENT, suspend Services under this AGREEMENT until paid in full, including interest. Constantine Engineering shall be entitled to an adjustment in compensation and the work schedule for the affected Scope of Services pursuant to Section 8.

6. CHANGES

6.1 Written Authorization. CLIENT may, at any time, by written amendment to this AGREEMENT, make changes in the Scope of Services or work to be performed within the general scope of this AGREEMENT.

6.2 Equitable Adjustment. If such changes cause an increase or decrease in Constantine Engineering's cost of, or time required for, performance of any services under this AGREEMENT, an equitable adjustment shall be made and this AGREEMENT shall be modified in writing accordingly.

7. DISPUTES

7.1 Dispute Resolution. If a dispute or complaint [**Dispute**] arises concerning this AGREEMENT, Constantine Engineering and CLIENT will use their best efforts to negotiate a resolution of the Dispute, including the use of alternative dispute resolution options.

8. DELAY OR SUSPENSION OF WORK

8.1 Convenience of CLIENT. CLIENT may order Constantine Engineering to suspend, delay, or interrupt all or any part of Constantine Engineering's services for such period of time as CLIENT may determine to be appropriate for the convenience of CLIENT.

Attachment: Constantine Engineering (322-16 : Wastewater Professional Services Agreement)

8.2 Adjustment for Delay or Suspension of Work. If the performance of all or any part of Constantine Engineering's services is suspended, delayed, or interrupted for the convenience of CLIENT, an appropriate extension of time and compensation for the affected services shall be made, and the AGREEMENT modified in writing accordingly. In the event Constantine Engineering is delayed in performance of Services by any act or neglect of CLIENT, the CLIENT, or anyone for whom CLIENT is responsible or by Acts of God, strikes, lockouts, accidents, or other events beyond the control of Constantine Engineering, then Constantine Engineering's compensation and the work schedule for the affected services shall be equitably adjusted in writing. In the event delays to the services is encountered for any reason, the parties agree to undertake reasonable steps to mitigate the effect of such delays.

9. TERMINATION OF AGREEMENT

9.1 Written Notice. This AGREEMENT may be terminated for convenience on 30 calendar days' written notice or for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 calendar days of written notice and diligently complete the correction thereafter.

9.2 Adjustment for Services Performed. In the event that this AGREEMENT is terminated by either the CLIENT or Constantine Engineering, Constantine Engineering shall be compensated for all services satisfactorily performed to the date of termination including reimbursable expenses, then due, mobilization and demobilization, and subcontractor termination costs. Such compensation shall be based on the arrangement set forth in the AGREEMENT. For those portions of services rendered to which this arrangement cannot be applied, payments shall be based upon reasonable rates for Constantine Engineering's actual time spent on the work.

10. INSURANCE

10.1 Constantine Engineering's Coverage. Prior to commencing work, Constantine Engineering shall obtain and maintain in effect for the duration of this AGREEMENT at its own cost and expense the following insurance with insurance companies licensed in the State and shall provide certificates evidencing such insurance, including coverage for contractual liability, to CLIENT in a standard form of certificate.

10.2 Additional Insured. The policies or certificates for general and motor vehicle liability insurance shall name CLIENT and the CLIENT as an Additional Insured.

10.3 Certificate of Insurance. All policies, or certificates therefore, shall provide that 30 days prior to cancellation or material change in the policies, notice of same shall be given to CLIENT by certified mail, return receipt requested, for all policies so affected.

10.4 Minimum Coverage. The minimum required coverage is the following:

10.4.1 Worker's Compensation and Employer's Liability. Worker's Compensation and Employer's Liability in compliance with the statutory requirements of the State.

10.4.2 General Liability. Comprehensive general liability insurance covering operations, completed operations, contractual agreements, and independent contractors, each with minimum limits of liability as set forth below, issued to and covering the liability of Constantine Engineering with respect to all work performed by Constantine Engineering under this AGREEMENT.

Bodily Injury, including death:
$1,000,000 each person
$1,000,000 each accident
Property Damage: $500,000 each accident

10.4.3 Motor Vehicle Liability. Motor vehicle liability insurance including all owned, hired, or non-owned vehicle equipment for minimum limits of:

Bodily Injury, including death:
$1,000,000 each person
$1,000,000 each accident
Property Damage: $500,000 each accident

10.4.4 Professional Liability. Professional liability insurance in an amount of at least $1,000,000 total limit of liability per claim and aggregate with a maximum deductible amount of $50,000.

11. GENERAL PROVISIONS

11.1 Indemnification.

11.1.1 To the extent allowed by law, Constantine Engineering agrees to indemnify CLIENT for any claims, damages, losses, and costs, including, but not limited to, reasonable attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of Constantine Engineering, Constantine Engineering's employees, affiliated corporations, and subcontractors in connection with Services performed under this AGREEMENT.

Attachment: Constantine Engineering (322-16 : Wastewater Professional Services Agreement)

11.1.2 To the extent allowed by law, CLIENT agrees to indemnify Constantine Engineering from any claims, damages, losses, and costs, including, but not limited to, reasonable attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of CLIENT, or its employees or contractors in connection with Services performed under this AGREEMENT.

11.2 Successors. This AGREEMENT is binding on the successors and assigns of CLIENT and Constantine Engineering. The AGREEMENT may not be assigned in whole or in part to any third parties without the written consent of both CLIENT and Constantine Engineering.

11.3 Independent Contractor. Constantine Engineering represents that it is an independent contractor and is not an employee of CLIENT and Constantine Engineering shall be solely responsible for withholding of all taxes, social security and insurance payments for its employees or agents.

11.4 Interpretation. Interpretation and enforcement of this AGREEMENT shall be in accordance with the laws of the State of Florida.

11.5 Notices. Written notices may be delivered in person or by certified mail, or by facsimile, or by courier. All notices shall be effective upon the date of receipt by the party. Notices shall be delivered or sent to the designated representative of the other party at the address given on the last page of this AGREEMENT. An address may only be changed by written notice.

11.6 Entire Agreement. This AGREEMENT, including any schedules, attachments and referenced documents, is the entire agreement between CLIENT and Constantine Engineering. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this AGREEMENT shall be in writing and signed by CLIENT and Constantine Engineering.

11.7 Waivers and Severability. A waiver or breach of any term, condition, or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this AGREEMENT invalid, illegal, or otherwise unenforceable, the remaining provisions of the AGREEMENT shall remain in full force and effect. Limitations of liability, indemnities, and other express representations shall survive termination of this AGREEMENT for any cause.

11.10 Covenants.

11.10.1 The standard of care applicable to Constantine Engineering's engineering or related services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time said services are performed. Constantine Engineering will re-perform any engineering or related services not meeting this standard without additional compensation.. Constantine Engineering shall be solely responsible for adequate management and supervision of its employees, agents, and its subcontractors, the means, methods and techniques of performing its services and the technical accuracy and adequacy of reports of analysis and other deliverables required under this AGREEMENT.

11.10.2 Constantine Engineering warrants that it will perform its services in accordance with and comply with applicable Federal, State and local laws, ordinances, and regulations, including but not limited to, applicable provisions of the Federal Clean Air Act, as amended and the Federal Occupational Health and Safety Act, as amended at the time said services are performed.

11.11 Lower-Tier Subcontractors. Constantine Engineering warrants that it will not subcontract any portion of the services to be performed under this AGREEMENT without the prior written consent of CLIENT, which consent may be withheld at CLIENT's sole discretion. Constantine Engineering warrants that it will bind all approved, lower-tier subcontractors to the provisions of this AGREEMENT. However, neither this AGREEMENT, nor any lower-tier subcontractors will create any contractual relationship between any lower tier subcontractor and CLIENT or its consultants, nor shall CLIENT or its consultants have any liability to any lower-tier subcontractor. Constantine Engineering shall be solely responsible for the satisfactory performance of services subcontracted by Constantine Engineering.

11.12 Confidentiality. Constantine Engineering warrants that it will not disclose and will hold confidential all technical data or other information furnished to Constantine Engineering by CLIENT, or reviewed or generated by Constantine Engineering, including without limitation, all data reports, opinions, conclusions, or recommendations prepared by Constantine Engineering.

11.12.1 Notwithstanding the foregoing, Constantine Engineering shall not be obligated to maintain confidentiality of any such information if (i) its disclosure is required by applicable law or regulation; (ii) its disclosure is ordered by a court of competent jurisdiction or other governmental order or directive; (iii) CLIENT consents in writing (iv) the information is/or becomes part of the public domain through no fault or negligence of Constantine Engineering; or (v) Constantine Engineering lawfully possessed the information prior to receipt from CLIENT, provided however, in the event Constantine Engineering shall be so required to disclose any such information pursuant to (i) or (ii) above, Constantine Engineering shall prior to disclosure, give notice to CLIENT, who shall have the right, at its own expense, to interpose all objections it may have to the disclosure of the information.

11.13 Conflict of Interest. Constantine Engineering warrants that it and its employees do not have, nor shall they acquire any interest, direct or indirect which would constitute a conflict of interest in the performance of the services required under this AGREEMENT. A conflict of interest is defined to be any interest which in CLIENT's reasonable judgment has the affect or appearance of affecting Constantine Engineering's impartial performance of its services.

Attachment: Constantine Engineering (322-16 : Wastewater Professional Services Agreement)

11.14 General Constantine Engineering Obligations. In addition to the specific Scope of Service(s) required by this AGREEMENT, Constantine Engineering shall be responsible for the following:

11.14.1 Constantine Engineering shall designate in writing a person to act as Constantine Engineering's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have complete authority to receive instructions and information from CLIENT and interpret and define Constantine Engineering's policies, specifications, and reports.

11.14.2 Constantine Engineering shall retain complete and accurate analytical and financial records of all work performed pursuant to this AGREEMENT for the period of two years following completion of services specified in the AGREEMENT. This record retention period may, upon notice to Constantine Engineering by CLIENT, be automatically extended during the course of any administrative or judicial action involving the CLIENT regarding matters to which the records are relevant.

11.15 No Third Party Beneficiary Rights. Nothing in this AGREEMENT shall be interpreted or construed to give any rights or benefits to anyone other than Constantine Engineering, and CLIENT. Therefore, there are no third party beneficiaries of this AGREEMENT.

11.16 Order of Precedence. In the event of conflict between provisions of this AGREEMENT, the conflict or ambiguities shall be resolved by giving precedence as follows: (a) this AGREEMENT, and (b) the Contract's terms and provisions.

11.17 Publicity. Constantine Engineering shall not disclose the CLIENT's name if known to Constantine Engineering or the nature of its services being provided under this AGREEMENT, or engage in any other publicity or public media disclosures with respect to its services to be performed under this AGREEMENT without the prior written consent of CLIENT.

11.18 Limitations of Liability

11.18.1 To the maximum extent permitted by law, Constantine Engineering's liability for CLIENT's damages under this AGREEMENT will not, in the aggregate, exceed the value of the AGREEMENT, whether such liability arises out of breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action.

11.18.2 To the maximum extent permitted by law, Constantine Engineering and Constantine Engineering's affiliated corporations, officers, employees, and subcontractors shall not be liable for CLIENT's special, indirect, or consequential damages, whether such damages arise out of breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action. In order to protect Constantine Engineering against indirect liability or third-party proceedings, CLIENT will indemnify Constantine Engineering for any such damages.

11.18.3 This article takes precedence over any conflicting article of this AGREEMENT or any document incorporated into it or referenced by it.

11.19 Constantine Engineering's Personnel at Construction Site.

11.19.1 The presence or duties of Constantine Engineering's personnel at a construction site, whether as onsite representatives or otherwise, do not make Constantine Engineering or Constantine Engineering's personnel in any way responsible for those duties that belong to CLIENT and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and any health or safety precautions required by such construction work.

11.19.2 Constantine Engineering and Constantine Engineering's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Constantine Engineering's own personnel.

11.19.3 The presence of Constantine Engineering's personnel at a construction site is for the purpose of providing to CLIENT a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). Constantine Engineering neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

12. SPECIAL PROVISIONS, EXHIBITS AND SCHEDULE
This AGREEMENT is subject to the following special provisions:

12.1 Opinions of Cost, Financial Considerations, and Schedules. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules, Constantine Engineering has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate cost or schedule. Therefore, Constantine Engineering makes no warranty that actual costs, financial aspects, economic feasibility, or schedules will not vary from Constantine Engineering's opinions, analyses, projections, or estimates. CLIENT will employ an independent cost estimator, contractor, or other appropriate advisor if CLIENT requires greater assurance as to any element of cost, feasibility, or schedule.

Attachment: Constantine Engineering (322-16 : Wastewater Professional Services Agreement)

12.2 Advertisements, Permits, and Access. CLIENT will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for Constantine Engineering's services or Project construction.

12.3 Reuse of Project Documents. All reports, drawings, specifications, documents, and other deliverables of Constantine Engineering, whether in hard copy or in electronic form, are instruments of service for the pertinent Scope of Services, whether the services are completed or not. CLIENT agrees to indemnify Constantine Engineering and Constantine Engineering's officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees arising out of or related to the unauthorized reuse, change or alteration of these documents.

12.4 Constantine Engineering's Deliverables. Constantine Engineering's deliverables, including record drawings, are limited to the sealed and signed hard copies. Computer-generated drawing files furnished by Constantine Engineering are for CLIENT's or others' convenience. Any conclusions or information derived or obtained from these files will be at user's sole risk.

12.5 Legal Assistance. The Scope of Services in this AGREEMENT does not include costs of Constantine Engineering for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by CLIENT. All such services required or requested of Constantine Engineering by CLIENT, except for suits or claims between the parties to this AGREEMENT, or where both are parties to a suit or claim, will be reimbursed as mutually agreed, and payment for such services will be in accordance with a separate Agreement. That, CLIENT will pay Constantine Engineering for labor and expenses incurred in satisfying the requirements and assisting in any audit required by CLIENT, the United States Environmental Protection Agency, and Comptroller General, the United States Department of Labor, the State Regulatory Agency or any of their duly authorized representatives unless the necessity of the audit is caused by Constantine Engineering's negligence. The basis of payment will be defined as a change to this AGREEMENT

13. ATTACHMENTS, SCHEDULES, AND SIGNATURES

13.1 This AGREEMENT, including its attachments and schedules, constitutes the entire AGREEMENT, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. Attached included are:

Proposal from Constantine Engineering, Inc., dated April 4, 2013, entitled Evaluation and Design Proposal for Back-Up Generator Upgrades City of Opelika, AL - Environmental Services Group

13.2 Execution Authority. This AGREEMENT is a valid and authorized undertaking of CLIENT and Constantine Engineering. The representatives of CLIENT and Constantine Engineering who have signed on page 1 of this AGREEMENT have been authorized to do so.

CLIENT	**CONSTANTINE ENGINEERING, INC.**
Address for Giving Notices:	**Address for Giving Notices**
Mr. Mike Hilyer 700 Fox Trail Opelika, Al 36801	Constantine Engineering, Inc. Mr. James P. Kizer, Jr., P.E. 1988 Lewis Turner Boulevard Fort Walton Beach, FL 32547

********** END **********

Attachment: Constantine Engineering (322-16 : Wastewater Professional Services Agreement)

Attachment A
to the Standard Agreement
for the
West Wastewater Treatment Plant Evaluation and Recommendation Project
for the City of Opelika, Alabama

Article A. Scope of Services:

The CONSULTANT (Constantine Engineering, Inc.) agrees to furnish general professional engineering and technical services to CLIENT (City of Opelika, Alabama) for the work related to West Wastewater Treatment Plant (WWTP) Evaluation and Recommendation Project (PROJECT). The purpose and goal of the PROJECT is to assist the CLIENT to evaluate the unit processes and equipment at the WWTP to identify potential issues of concern related to reliability and redundancy of unit processes and equipment to provide the required level of service to receive and treat the current and design average and peak wastewater flows and loadings to achieve consistent compliance with current and known changes to the WWTP's National Pollutant Discharge Elimination System (NPDES) Permit limits. The professional and technical services that may be provided as part of the Project include:

- Attending meetings as requested by representatives of the CLIENT and provide general engineering assistance, consultation, and opinions.
- Collect information and data about the existing unit processes and equipment that would include:
    - Operation and maintenance manual data
    - Condition assessment reports and data
    - Drawings and field collected information.
- Perform a visual field condition assessment of unit processes and equipment
- Evaluate the capacity of the existing unit processes and equipment to continue to receive and treat the current and design average and peak wastewater flows and loadings to achieve consistent compliance with the current and known changes to the WWTP's NPDES Permit limits. Desktop spreadsheet evaluation models, and if required the development of a BioWin computerized model, of the WWTP will be used for this evaluation.
- Perform an Alternative Analysis of potential recommended improvements to upgrade the unit processes and equipment at the WWTP to achieve the level of performance to continue to meet the current and known changes to the WWTP's NPDES permit limits. This evaluation will include developing conceptual level design concepts such that order of magnitude estimates of the capital and operation and maintenance costs and a 20-year present worth value of the alternatives can be developed and presented.
- Develop a draft and final technical memorandum (TM) to present the results of the evaluations and analysis.
- Prepare and present a power point presentation summary of the findings and recommendations to the CLIENT.

Attachment: Constantine Engineering (322-16 : Wastewater Professional Services Agreement)

Article B. Compensation Provisions:

As compensation for providing the scope of services described within Article A. Scope of Services, CLIENT shall pay CONSULTANT in accordance with Provision 8 of the AGREEMENT between the parties (AGREEMENT), based on the CONSULTANT's Hourly Per Diem Rates, as defined in Exhibit A, for the actual time worked on the Project, as described in Table C.1 below. When compensation is based on CONSULTANT's Hourly Per Diem Rates, CONSULTANT also shall be compensated for Direct Expenses incurred for the Project, plus a service charge on Direct Expenses as defined in Provision 4 of the AGREEMENT, plus applicable sales, use, value-added, business transfer, gross receipts, or other similar taxes, unless modified by subsequent modifications to this AGREEMENT. The total budget ceiling for this Task Order is $25,000.00 which shall not be exceeded without a revision to this Agreement. A breakdown of the budget ceiling for this Agreement is presented in Table C.1.

Table C.1-- Budget Ceiling Breakdown

Work Task Description	Budget Ceiling ($)	Compensation Method
1. Evaluation and Recommendations	$25,000.00	Hourly Per Diem
Total Budget Ceiling	**$25,000.00**	

The budget ceilings presented in Table C.1 were developed from estimates of the level of effort required to perform the proposed services base on CONSULTANT's experience and engineering judgment. As such, the budget ceilings are an approximation made without detailed information. CONSULTANT shall keep CLIENT informed of progress so that the budget or work effort can be adjusted if found necessary. CONSULTANT is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is CLIENT obligated to pay CONSULTANT beyond these limits. The Scope of Services and total budget ceiling for this AGREEMENT can be increased with an authorized revision to this AGREEMENT when executed by both parties. When any budget has been increased, CONSULTANT's excess costs expended prior to such increase shall be allowable to the same extent as if such costs had been incurred after the approved increase.

Article C. Other Terms:

The schedule for the Project within this Agreement is as follows:

Authorization to Proceed	September 5, 2016
Draft Summary Report Complete	November 7, 2016
Final Summary Report Complete	December 5, 2016

********** END **********

Attachment: Constantine Engineering (322-16 : Wastewater Professional Services Agreement)

RESOLUTION NO. 323-16

Agreement with American Behavioral Benefits Managers, Inc - H/R

RESOLUTION NO. _____

RESOLUTION APPROVING INTEGRATED BEHAVIORAL HEALTHCARE SERVICES AGREEMENT WITH AMERICAN BEHAVIORAL BENEFITS MANAGERS, INC.

WHEREAS, American Behavioral Benefits Managers, Inc., ("American Behavioral") is an Alabama-based full service healthcare organization; and

WHEREAS, American Behavioral develops and administers employee assistance programs ("EAP") and managed mental health and substance abuse treatment services for self-insured employers, employees and dependents; and

WHEREAS, the City of Opelika, Alabama (the "City") is a self-insured employer; and

WHEREAS, the City desires to have American Behavioral develop and administer an integrated behavioral healthcare program for the City and its employees and dependents; and

WHEREAS, a proposed Integrated Behavioral Healthcare Services Agreement (the " Services Agreement") has been prepared by American Behavioral and submitted to the City Council for approval, and the City Council has now determined that it is now in the best interest of the City and its citizens to approve said Services Agreement; and

WHEREAS, a HIPPA Business Associate Agreement ("Business Associate Agreement") has also been prepared by American Behavioral and submitted to the City Council for approval; and

WHEREAS, the purpose of the Business Associate Agreement is to comply with the privacy rules of the Health Insurance Portability and Accountability Act ("HIPPA").

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

1. That the proposed Integrated Behavioral Healthcare Services Agreement by and between the City and American Behavioral, a copy of which is attached hereto and marked Exhibit "A" and the Business Associate Agreement, a copy of which is attached hereto and marked Exhibit "B" (collectively the "Agreements"), are hereby approved, authorized, ratified and confirmed in the forms substantially submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve, which approval shall be conclusively evidenced by the execution and delivery of said Agreements.

2. That the Mayor is hereby authorized and directed to execute and deliver said Agreements in the name and on behalf of the City and such other ancillary documents, contracts, applications, schedules, attachments, exhibits and certificates as may be necessary to carry into effect the purpose and intent of said Agreements and to carry out fully the actions contemplated therein on behalf of the City.

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

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

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

_____

PRESIDENT OF THE CITY COUNCIL

OF THE CITY OF OPELIKA

ATTEST:

_____

CITY CLERK

EXHIBIT "A"

Integrated Behavioral Healthcare Services Agreement by and between the City and American Behavioral

Attachment: AB Exhibit - A (323-16 : American Behavorial EAP)

American Behavioral ®

CITY OF OPELIKA
INTEGRATED BEHAVIORAL HEALTHCARE SERVICES
AGREEMENT WITH
AMERICAN BEHAVIORAL BENEFITS MANAGERS, INC.

Effective Date: January 1, 2017

THIS AGREEMENT entered into by and between AMERICAN BEHAVIORAL BENEFITS MANAGERS, INC. ("AMERICAN BEHAVIORAL") and CITY OF OPELIKA ("CITY OF OPELIKA") as follows:

WHEREAS, AMERICAN BEHAVIORAL is an Alabama-based organization that develops and administers employee assistance programs ("EAP") and managed mental healthcare and substance abuse treatment services for the self-insured employers, employees and dependents;

WHEREAS, AMERICAN BEHAVIORAL has a network of credentialed providers and facilities located throughout the United States; and

WHEREAS, CITY OF OPELIKA, a self-insured employer desires to have AMERICAN BEHAVIORAL develop and administer an integrated behavioral healthcare program for CITY OF OPELIKA and other designated related entity employees and their dependents who participate in the CITY OF OPELIKA health care insurance plans and provide EAP services only for all regular, full-time employees and dependents of CITY OF OPELIKA and other designated related entity employees and dependents who do not participate in the CITY OF OPELIKA health care insurance plan;

WHEREAS, CITY OF OPELIKA acknowledges that AMERICAN BEHAVIORAL is not an insurer, underwriter nor guarantor with respect to any benefits payable.

NOW, THEREFORE, both parties agree as follows:

Attachment: AB Exhibit - A (323-16 : American Behavorial EAP)

I. AMERICAN BEHAVIORAL Obligations:

A. Develop and administer an integrated program of behavioral healthcare services consisting of an employee assistance program (EAP) and managed mental health and substance abuse services for the eligible employees and dependents who participate in the CITY OF OPELIKA health insurance plans.

B. Administer services under this *Agreement* in accordance with *Addendum A, Integrated Service Agreement Components* and *Addendum B, Certificate for Group Mental Health and Substance Abuse Benefits.*

C. Process and pay all claims for services rendered in compliance with this *Agreement*.

D. Report to CITY OF OPELIKA, at agreed upon intervals, the current utilization of services provided.

II. CITY OF OPELIKA Obligations

CITY OF OPELIKA shall coordinate services with AMERICAN BEHAVIORAL by accomplishing the following:

A. Provide eligible individuals with *Addendum B, Certificate for Group Mental Health and Substance Abuse Benefits* available under the *Agreement*.

B. Provide AMERICAN BEHAVIORAL, by the first working day in each month, an electronic file of all eligible participants with necessary demographic information in a mutually agreed upon format. CITY OF OPELIKA shall inform AMERICAN BEHAVIORAL if and when individuals are added or terminated as soon as reasonably possible.

C. Pay all fees as set forth in *Addendum A* of this *Agreement* to AMERICAN BEHAVIORAL by the tenth working day of each month or within thirty days of receipt of an invoice. See payment terms in Addendum A attached.

III. Schedule of Costs

AMERICAN BEHAVIORAL shall be compensated by CITY OF OPELIKA on a monthly basis according to the schedule outlined in *Addendum A, Integrated Service Agreement Components*.

IV. Termination of Agreement

A. ***Voluntary Termination of this Agreement***: The effective date of this *Agreement* shall be January 1, 2017. After the initial twelve months, CITY OF OPELIKA or AMERICAN

Attachment: AB Exhibit - A (323-16 : American Behavorial EAP)

BEHAVIORAL may terminate this *Agreement* in its entirety, effective as of the last day of any month, by notifying the respective parties in writing at least sixty (60) days prior thereto. CITY OF OPELIKA shall notify all participants of the prospective termination. All obligations of AMERICAN BEHAVIORAL shall terminate as of the effective date of the termination of this *Agreement*. Any individual who is currently hospitalized when such termination occurs will be allowed to continue hospitalization if medically necessary under the provisions of this *Agreement* until discharged, unless the individual's coverage has been exhausted or is no longer authorized.

B. ***Involuntary Termination of this Agreement****:* If CITY OF OPELIKA shall be dissolved, be deemed bankrupt or insolvent, be merged into another CITY OF OPELIKA, or cease compensations as required hereunder, this *Agreement* shall be considered terminated effective as of the date of such dissolution, bankruptcy, merger, or cessation of required compensations, unless the successor of CITY OF OPELIKA, if any, shall simultaneously agree to continue this *Agreement*. Upon such involuntary termination, CITY OF OPELIKA shall notify all participants that this *Agreement* has been terminated. Any individual who is currently hospitalized when such termination occurs will be allowed to continue hospitalization if medically necessary under the provisions of this *Agreement* until discharged, unless the individual's coverage has been exhausted or is no longer authorized.

C. ***Disposition of Claims and Fund after Termination****:* In the event of the termination of this *Agreement*, CITY OF OPELIKA shall immediately notify all participants to submit and file all unreported and unpaid claims for benefits under this *Agreement*, if any, with AMERICAN BEHAVIORAL within one hundred eighty (180) days from the date of service. Claims received during this period shall be processed and paid within one hundred and eighty (180) days of receipt. Claims received beyond one hundred and eighty (180) days from the date of service will be considered void by AMERICAN BEHAVIORAL; AMERICAN BEHAVIORAL will have no obligation to settle such claims. Any claims processed and paid after the termination date will be charged on a fee for service basis with an additional ten (10) percent administrative fee.

D. ***Continuity****:* Except in the case of voluntary or involuntary termination as set forth in Sections IV.A and IV.B. This *Agreement* shall continue in full force and effect for one year from the effective date of this *Agreement*. This *Agreement* shall renew automatically for consecutive one year periods, effective on the anniversary date, unless terminated by either party.

Attachment: AB Exhibit - A (323-16 : American Behavorial EAP)

V. Liabilities and Indemnification

A. ***Indemnification*:** CITY OF OPELIKA and AMERICAN BEHAVIORAL agree to indemnify and hold harmless each other and its directors, officers, employees and agents from any claim, liability, cost, loss, expense or damage (including reasonable attorneys' and accountants' fees) that may be made by any participant or any other person or entity employed by either party in connection with this *Agreement*, unless such claim, liability, cost, loss, expense or damage results from the other party's gross negligence, willful misconduct or fraud.

B. ***Discretionary Acts***: All discretionary acts taken by AMERICAN BEHAVIORAL in connection with providing services hereunder shall be uniform in their nature and application to all persons similarly situated.

C. ***No Responsibility for Acts of Others***: AMERICAN BEHAVIORAL does not assume any responsibility for any act of omission or breach of duty by the CITY OF OPELIKA benefits administrator or any "fiduciary" responsibility (as defined in Section 3(21) of the Employee Retirement Income Security Act of 1974 (ERISA) with respect to the employee benefit plan, unless such liability is mandated by ERISA Sections 405 (a) and (c), and, with respect to any third party. AMERICAN BEHAVIORAL is not to be deemed an insurer, underwriter or guarantor with respect to any benefits payable.

VI. HIPAA Compliance

To the extent required by the Privacy Regulations and/or the Security Regulations promulgated by the United States Department of Health and Human Services and contained in 45 C.F.R. Parts 160 and 164 pursuant to the Health Insurance Portability and Accountability Act of 1996 (the "Regulations"), AMERICAN BEHAVIORAL and CITY OF OPELIKA Health Insurance Plan and the CITY OF OPELIKA EAP will enter into (or have entered into) a mutually acceptable Business Associate (as defined in the Regulations) Agreement whereby AMERICAN BEHAVIORAL and the Business Associate, will agree (or have agreed) to transmit, create, receive, and/or maintain Protected Health Information (as defined in the Regulations) and Electronic Protected Health Information (as defined in the Regulations) in accordance with the Business Associate provisions of the Regulations.

Attachment: AB Exhibit - A (323-16 : American Behavorial EAP)

VII. Communication and Notices

Communication to AMERICAN BEHAVIORAL or CITY OF OPELIKA shall be addressed to such party at its respective principal office, provided, however, that upon written request, communication shall be sent to such other address as AMERICAN BEHAVIORAL or CITY OF OPELIKA may specify. No communication shall be binding upon any party until it is received by such party.

VIII. Applicable Law

This *Agreement* shall be governed by, construed and enforced under the laws of the state of Alabama, except as otherwise preempted by ERISA.

IX. Assignment

Except as expressly permitted herein, no party to this *Agreement* may assign any of its rights, duties or responsibilities hereunder without the prior express written consent of the other party; however, neither party shall unduly withhold its consent with respect to assignment of this contract.

X. Entire Agreement

This *Agreement* constitutes the entire agreement between the parties hereto with respect to the subject matter herein. There are no further representations, warranties, conditions or obligations except as herein specifically provided.

XI. Waiver

Any waiver of any breach of the terms of this *Agreement* shall not be valid unless such waiver is in writing signed by the waiving party. A waiver in one instance shall not be deemed to be a continuing waiver unless expressly so stated therein.

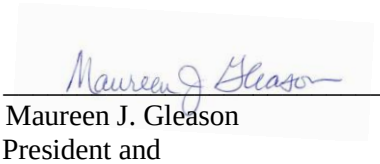
XII. Severability

If any provision of this *Agreement* shall be deemed unenforceable for any reason, then such provision shall be severed and it shall not affect the validity or enforceability of the remaining terms of this *Agreement*; provided, however, that if the unenforceable provision materially and adversely affects the obligations of either party, then the party materially and adversely affected may terminate this *Agreement* upon thirty (30) days notice after a court of law has determined that such provision is unenforceable.

Attachment: AB Exhibit - A (323-16 : American Behavorial EAP)

IN WITNESS WHEREOF, the parties hereto have set their hands and seals by their duly authorized agents.

AMERICAN BEHAVIORAL BENEFITS MANAGERS, INC.

By:  September 8, 2016
Maureen J. Gleason — Date
President and
Chief Executive Officer

CITY OF OPELIKA

By: _____
Date

_____
Printed Name — Position

Attachment: AB Exhibit - A (323-16 : American Behavorial EAP)

American Behavioral ®

CITY OF OPELIKA

Addendum A, Effective Date: EFFECTIVE DATE
Integrated Service Agreement Components

Pricing

Communication materials:	Direct Cost Pass through
EAP	
	$2.50 per employee per month based on 363 employees – 3 visits per year per employee

(For all covered employees)

Behavioral Healthcare
(For covered employees and dependents participating in the CITY OF OPELIKA health plan)

See attached Fee-for-Service Price List

Treatment costs	As per attached Fee for Service Price List

All services include establishment and maintenance of a network of providers, facilities, case management and utilization review, processing and payment of claims and cost/utilization reporting.

Payment terms: All payments due under this contract are payable within 30 days of receipt of invoice for services rendered. Payments made after the contract term of 30 days will incur a 1.5% (one and one-half percent) monthly pro-rated late fee service charge until said payments are received.

To the extent payments due under this contract are received by American Behavioral within 10 days of receipt of invoice for services, a .5% (one half of one percent) discount may be taken on invoice total.

****Above pricing includes the following services:**

Access to comprehensive, on-line resources and educational materials	Unlimited free use
Employee orientation sessions	One session at corporate location
Manager orientation sessions	One session at corporate location
Management consultations (telephonic)	Unlimited
Management consultations (on-site)	Fee for Service
Presentations for the Workplace/Lunch and Learns	Fee for Service
Critical Incident Stress Debriefing	Fee for Service

*Direct costs are those costs AMERICAN BEHAVIORAL must pay to providers and/or facilities as a result of this arrangement for the Group Mental Health and Substance Abuse Benefits; does not apply to EAP benefits. Facility charges including Intensive Outpatient, Partial and Regular Hospitalization charges (if covered by this plan) shall be billed on a direct pass-through basis for the following diagnoses: autism spectrum disorder, sexual gender identity disorder, eating disorder, residential care.
**Any additional services needed may be purchased on a fee-for-service basis as per the following fee schedule.

Attachment: AB Exhibit - A (323-16 : American Behavorial EAP)

American Behavioral ®

Addendum A *Continued*
Integrated Service Agreement Components
Fee for Additional EAP Services

(These services may be purchased in addition to those included on the previous page on a fee-for-service basis)

Manager/Supervisor Consultations
$150 per consult on-site

Communication/Marketing materials for distribution within organization
Direct pass through of costs + 10%

Orientation and training sessions for Key Personnel/Administration, Supervisors, and Employees
$250 per session

Participation in Wellness Fairs/Benefit Fairs/Open Enrollment Meetings on site
$150 first hour
$100 per hour there after

Critical Incident Stress Debriefing (CISD) on site*
Standard
Counseling - $200 per hour
Travel - $175 per incident
Management Fee - $90 per hour of American Behavioral's internal time

Immediate (within 2 hours)
Counseling - $300 per hour
Travel - $225 per incident
Management Fee - $90 per hour of American Behavioral's internal time

Presentations for the Workplace/Lunch and Learns**
$250 per hour, plus travel and materials (customization fees apply)

Psychological testing/Hiring, Promotional, etc.
$275 per test (includes the testing process, interview, and scoring/reporting)

*$300 cancellation fee will apply
**Cancellation fee will apply if cancellation notice is not received two weeks prior to presentation date.

Attachment: AB Exhibit - A (323-16 : American Behavorial EAP)

American Behavioral ®

Administration Fee $0.75 PMPM based on 652 members on the health plan

(Includes legal and accreditation compliance, provider/facility contracting and rate negotiating, utilization review and reporting, credentialing, claims processing, claims management, after hours intervention, telephone triage, quality management, outlier review, and fraud and abuse monitoring)

Average Outpatient Charges for Treatment of Mental Health and Substance Abuse*

Initial Evaluation	
Physician-Level Adult Evaluation	$230
Physician – Level Child/Adolescent Evaluation	$300
Nurse Practitioner	$230
Clinical Psychologist	$130
Counselor (Social Worker or Masters Level)	$115
Follow-Up Visits	
Physician-Level Therapy/Medication Management	$150
Physician – Level Brief therapy/Medication Management	$75
Nurse Practitioner Therapy/Medication Management	$95
Psychologist-Level Therapy	$125
Masters-Level Therapy	$110
Group therapy	$80
Psychological/Neuropsychological Testing	
Psychological Testing, Per Hour	$130
Neuropsychological Testing, Per Hour	$150
Case Management	$100 per hour

Average Facility Based Treatment Charges*

Average Per Diem Ranges

Inpatient Mental Health: Adult	$800-$1600
Inpatient Mental Health: Child/Adolescent	$900-$1800
Inpatient Substance Rehabilitation: Adult or Child/Adolescent	$900-$1800
Inpatient Substance Detoxification: Adult or Child/Adolescent	$800-$1600
Mental Health or Substance Partial Hospitalization Program (PHP)	$400-$800
Mental Health or Substance Intensive Outpatient Program (IOP)	$300-$600
Independent Physician Review Services	As incurred
Third Party Administrative Fee, Inpatient Facility Charge Per Episode	$825 , $100 per day after day 10

Includes medical necessity reviews with medical director oversight, discharge planning, continuum of care planning assertive case management, and welcome home outreach with medication adherence monitoring.

Special Services

Electroconvulsive Therapy (ECT)	Direct Pass-Through Plus a 20% Administrative Charge
Repetitive Transcranial Magnetic Stimulation (rTMS)	Direct Pass-Through Plus a 20% Administrative Charge
Vagus Nerve Stimulation (VNS) Monitoring	Direct Pass-Through Plus a 20% Administrative Charge
Home Healthcare	Direct Pass-Through Plus a 20% Administrative Charge
Residential Treatment	Direct Pass-Through Plus a 20% Administrative Charge
Applied Behavioral Analysis (ABA)	Direct Pass-Through Plus a 20% Administrative Charge
Field Case Manager	Direct Pass-Through Plus a 20% Administrative Charge

Additional services may be purchased as needed, and the cost of these services will be mutually agreed upon at such a time a specific request is made by the individual client organization.

Case Management for Complex/Unique Situations, Per Hour $100

**Rates may vary by geographical location*

Attachment: AB Exhibit - A (323-16 : American Behavorial EAP)

EXHIBIT “B”

BUSINESS ASSOCIATE AGREEMENT

Attachment: AB Exhibit - B (323-16 : American Behavorial EAP)

American Behavioral ®

HIPAA BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT ("BA Agreement") is effective as of January 1, 2017 by and between **American Behavioral Benefits Managers** ("American Behavioral") and **City of Opelika** ("Employer") and supplements and is made a part of that certain ASA Agreement by and between American Behavioral and Employer.

WHEREAS, Employer is a sponsor of the Plan, a covered entity under HIPAA;

WHEREAS, pursuant to an ASA Agreement, American Behavioral provides Administrative Services to Plan and, in connection with those services, American Behavioral has access to PHI that is subject to protection under HIPAA; American Behavioral is a "business associate" to Plan as defined by HIPAA;

WHEREAS, Employer and Plan require that American Behavioral protect the privacy and provide for the security of PHI in compliance with HIPAA in connection with the performance by American Behavioral of the Administrative Services; and

WHEREAS, Employer and Plan desire that American Behavioral disclose PHI to Designated Employees.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements set forth herein, the parties, intending to be legally bound, agree as follows:

Section 1. Definitions. The terms used, but otherwise not defined, in this BA Agreement shall have the same meaning as those terms in HIPAA.

(a) "Administrative Services" shall mean the administrative and behavioral health services that American Behavioral provides to or on behalf of Employer and Plan, and pursuant to which American Behavioral creates, receives, maintains or transmits PHI as a business associate of Plan.

(b) "ASA Agreement" shall mean one or more administrative services agreements which may be entered into by and between American Behavioral and Employer, from time to time, pursuant to which American Behavioral provides Administrative Services, as the same may be modified, amended, renewed or superseded.

(c) "Breach" shall have the meaning set forth in 45 CFR 164.402, including, without limitation, the unauthorized acquisition, access, use or disclosure of PHI in a manner not permitted by HIPAA.

Attachment: AB Exhibit - B (323-16 : American Behavorial EAP)

(d) "Data Aggregation" shall have the meaning set forth in 45 CFR 164.501, including, without limitation, and with respect to PHI created or received by American Behavioral in its capacity as the business associate of Plan, the combining of such PHI by American Behavioral with the Protected Health Information received by American Behavioral in its capacity as a business associate of another covered entity, to permit data analyses that relate to the Health Care Operations of Plan and the other covered entity(ies).

(e) "Designated Employees" shall mean those persons (or class of persons) designated on Exhibit A by Employer and Plan as being included within the class of employees or other workforce members under the control of Employer designated in the Privacy Plan Amendment that are authorized to use and disclose PHI in accordance with the Privacy Plan Amendment.

(f) "Designated Record Set" shall have the meaning set forth in 45 CFR 164.501, including, without limitation, a group of records maintained by or for Plan that consist of: (i) the medical records and billing records about individuals maintained by or for Plan; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) records used, in whole or in part, by or for Plan to make decisions about individuals. For purposes of this definition, the term "record" means any item, collection or grouping of information that includes Protected Health Information and is maintained, collected, used or disseminated by or for Plan.

(g) "Effective Date" shall mean the effective date of the ASA Agreement.

(h) "Employer" shall mean the entity who sponsors the Plan and who has executed this BA Agreement (by its duly authorized representative) on the signature line designated for Employer.

(i) "Health Care Operations" shall have the meaning set forth in 45 CFR 164.501, including, without limitation, the following activities of Plan, to the extent that the activities are related to covered functions: quality assessment and improvement activities; credentialing; accreditation; conducting medical reviews; legal services; underwriting; premium rating; business planning and development; business management; and general administrative activities.

(j) "HIPAA" shall mean: (i) the Health Insurance Portability and Accountability Act of 1996, and regulations promulgated thereunder, including the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR Parts 160 and 164, and any subsequent amendments or modifications thereto, and (ii) the HITECH Act, and regulations promulgated thereunder, and any subsequent amendments or modifications thereto.

(k) "HITECH Act" shall mean the provisions applicable to business associates under the Health Information Technology for Economic and Clinical Health Act, found in Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-5.

(l) "PHI" shall mean Protected Health Information which American Behavioral creates, receives, maintains or transmits on behalf of Plan in connection with the performance of Administrative Services.

Attachment: AB Exhibit - B (323-16 : American Behavorial EAP)

(m) "Plan" shall mean one or more group health plans sponsored by Employer to which American Behavioral provides the Administrative Services.

(n) "Plan Administrative Services" shall mean the administrative services performed by Employer pursuant to the plan documents of Plan, including the Privacy Plan Amendment.

(o) "Privacy Plan Amendment" shall mean that amendment to the plan documents of Plan that complies in all respects with the requirements set forth in 45 CFR 164.504(f)(2) and for which the Plan has received a written certification as required by the Privacy Rules, on or before the Effective Date.

(p) "Privacy Rules" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, as may be amended, modified or superseded, from time to time.

(q) "Protected Health Information" shall have the meaning set forth in 45 CFR 160.103, including, without limitation, any information, whether oral, electronic or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual, including genetic information; or (ii) the provision of health care to an individual; or (iii) the past, present or future payment for the provision of health care to an individual; and (iv) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

(r) "Required by Law" shall have the meaning set forth in 45 CFR 164.103, including, without limitation, a mandate contained in law that compels American Behavioral to make a use or disclosure of PHI and that is enforceable in a court of law.

(s) "Secretary" shall mean the Secretary of the U.S. Department of Health and Human Services or his/her designee.

(t) "Security Incident" shall have the meaning set forth in 45 CFR 164.304, including the attempted or successful unauthorized access, use, disclosure, modification or destruction of electronic PHI.

(u) "Security Rules" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Parts 160 and 164, as may be amended, modified or superseded from time to time.

(v) "Standard Transaction" shall have the meaning set forth in 45 CFR 162.103.

(w) "Unsecured PHI" shall have the meaning set forth in 45 CFR 164.402, including, without limitation, Protected Health Information not secured through the use of encryption, destruction or other technologies and methodologies identified by the Secretary to render such information unusable, unreadable, or indecipherable to unauthorized persons.

Attachment: AB Exhibit - B (323-16 : American Behavorial EAP)

Section 2. Obligations of American Behavioral.

(a) Permitted Uses. American Behavioral may only use PHI to provide Administrative Services pursuant to the ASA Agreement; provided, that American Behavioral shall not use PHI except as permitted or required by HIPAA, this BA Agreement or as permitted or required by law. American Behavioral may use PHI: (i) for the proper management and administration of American Behavioral; (ii) to carry out the legal responsibilities of American Behavioral; (iii) as Required by Law; or (iv) for Data Aggregation.

(b) Permitted Disclosures. American Behavioral may only disclose PHI to provide Administrative Services pursuant to the ASA Agreement; provided, that American Behavioral shall not disclose PHI except as permitted or required by HIPAA, this BA Agreement or as permitted or required by law. American Behavioral may disclose PHI to those persons listed on Exhibits A and B, as may be amended from time to time by Employer and/or Plan in writing. American Behavioral may disclose PHI: (i) for the proper management and administration of American Behavioral if such disclosure is Required by Law or if "Reasonable Assurances" are obtained; (ii) to carry out the legal responsibilities of American Behavioral if such disclosure is Required by Law or if "Reasonable Assurances" are obtained; (iii) as Required by Law; or (iv) for Data Aggregation. To the extent that American Behavioral discloses PHI to a third party pursuant to Section 2(b)(i) or (ii) above under Reasonable Assurances, American Behavioral must obtain in writing, prior to making any such disclosure: (x) reasonable assurance from the third party that such PHI will be held in a confidential manner; (y) reasonable assurance from the third party that such PHI will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to such third party; and (z) an agreement from the third party to immediately notify American Behavioral of any breaches of confidentiality of such PHI, to the extent the third party has knowledge of such breach (collectively, "Reasonable Assurances").

(c) Prohibited Uses and Disclosures. American Behavioral shall not use or disclose PHI for fund-raising or marketing purposes. Unless required by law, American Behavioral shall not disclose PHI to Plan for payment or health care operations if the individual subject to the PHI has requested such restriction and the individual or designee has paid out of pocket in full for the healthcare item or service to which the PHI relates. American Behavioral shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior consent of the Employer and Plan and as permitted by HIPAA; however, this prohibition shall not affect payment by Employer to American Behavioral for services provided pursuant to the ASA Agreement with Employer. American Behavioral shall not de-identify PHI without Plan's prior, written consent. Finally, American Behavioral shall not use or disclose an individual's genetic PHI for Plan underwriting purposes.

(d) Disclosure of PHI to Designated Employees. Employer and Plan hereby authorize and direct American Behavioral to disclose PHI to Designated Employees as set forth in Exhibit A, as may be amended from time to time by Employer and/or Plan in writing. In disclosing PHI to Designated Employees hereunder, Employer hereby agrees American Behavioral may rely solely upon the following representations, warranties and agreements of Plan and Employer:

Attachment: AB Exhibit - B (323-16 : American Behavorial EAP)

(i) The Privacy Plan Amendment has been duly adopted by appropriate action of Plan and Employer and is, or will be, in full force and effect on the Effective Date. Plan has included all necessary statements in its notice of privacy practices required by the Privacy Rules to permit Plan and American Behavioral to disclose PHI to Designated Employees. Employer and Plan shall promptly notify American Behavioral of any material modification or amendment to the Privacy Plan Amendment. Employer and Plan shall also promptly notify American Behavioral of any additions to or deletions from the list of Designated Employees.

(ii) Employer shall ensure that only Designated Employees shall use, or have the opportunity to use, PHI provided to Employer by American Behavioral hereunder.

(iii) On and after the Effective Date, Plan, Employer and Designated Employees will comply in all respects with HIPAA and the Privacy Plan Amendment that are applicable to this BA Agreement.

(iv) Designated Employees shall only request PHI from American Behavioral that is the minimum necessary as required by HIPAA to perform the Plan Administrative Services.

(e) Appropriate Safeguards. American Behavioral shall implement appropriate administrative, technical, security and physical safeguards in compliance with the Security Rules as are necessary to reasonably and appropriately safeguard and protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits in its performance of the Administrative Services pursuant to the ASA Agreement. As required by HIPAA, American Behavioral shall maintain policies, procedures and documentation that address these safeguards and the requirements of HIPAA and which are appropriate to the size and complexity of American Behavioral's operations and the nature and scope of its services.

(f) American Behavioral's Agents and/or Subcontractors. To the extent American Behavioral uses one or more subcontractors or agents to provide services under the ASA Agreement for the benefit of Plan, and such subcontractors or agents create, receive, maintain or transmit PHI, American Behavioral shall first require in accordance with 45 CFR 164.308 and 45 CFR 164.502 that each subcontractor or agent agree in writing to be bound by the terms of HIPAA to the same extent as American Behavioral.

(g) Access to PHI. Upon written notice from Plan, and in accordance with the written policies of American Behavioral then in effect, American Behavioral shall make PHI maintained by American Behavioral in a Designated Record Set available to Plan for inspection and/or copying to enable Plan to fulfill its obligations under 45 CFR 164.524. If a request for access to PHI is delivered directly to American Behavioral, American Behavioral shall promptly forward the request to Plan. American Behavioral shall provide Plan access to a copy of electronic PHI maintained by American Behavioral in a Designated Record Set in accordance with HIPAA.

(h) Amendment of PHI. Upon written notice from Plan, and in accordance with the written policies of American Behavioral then in effect, American Behavioral shall amend PHI maintained by American Behavioral in a Designated Record Set to enable the applicable Plan to fulfill its obligations under 45 CFR 164.526. If a request for amendment of PHI is delivered

Attachment: AB Exhibit - B (323-16 : American Behavorial EAP)

directly to American Behavioral, American Behavioral shall promptly forward the request to Plan.

(i) Accounting of PHI Disclosures. American Behavioral agrees to document disclosures of PHI and information related to such disclosures as would be required for Plan to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Upon written notice from Plan, and in accordance with the written policies of American Behavioral then in effect, American Behavioral shall make available to Plan the information required to provide an accounting of such disclosures. American Behavioral agrees to implement a process that allows for an accounting to be collected and maintained by American Behavioral and its agents or subcontractors in accordance with the time periods specified by 45 CFR 164.528 (except for disclosures occurring prior to the Effective Date). If a request for an accounting of PHI is delivered directly to American Behavioral, American Behavioral shall promptly forward the request to Plan.

(j) Governmental Access to Records. American Behavioral shall make its facilities and internal practices, books and records relating to the use and disclosure of PHI available to the Secretary in a time and manner designated by the Secretary, for the purpose of the Secretary determining American Behavioral's and Plan's compliance with HIPAA.

(k) Minimum Necessary Use and Disclosure Requirement. In accordance with 45 CFR 164.502(b), American Behavioral shall only request, use and disclose the minimum amount of PHI necessary to reasonably accomplish the purpose of the request, use or disclosure. Further, American Behavioral will restrict access to PHI to those employees, subcontractors and agents of American Behavioral who are actively and directly participating in providing Administrative Services and who need to know such PHI in order to fulfill such responsibilities.

(l) Retention of PHI. American Behavioral shall retain all PHI throughout the term of the ASA Agreement and shall continue to maintain the information required under Section 2(i) of this BA Agreement for a period of six (6) years from its creation.

(m) Notification Obligation; Mitigation. During the term of this BA Agreement, American Behavioral shall notify Plan within five (5) days after the discovery of any use and/or disclosure of PHI not permitted by this BA Agreement, a Breach of Unsecured PHI or any material Security Incident. This notification shall include the information required by HIPAA and at a minimum the following information: (i) a description of the facts and circumstances concerning the Breach or Security Incident; (ii) a description of the PHI affected; and (iii) the names and identity of the individual(s) affected. American Behavioral shall take prompt corrective action to mitigate and cure, if feasible, any harmful effect that is known to American Behavioral of an improper use and/or disclosure of PHI, Breach or Security Incident. American Behavioral shall cooperate with Plan regarding any Breach notification to third parties. American Behavioral shall be deemed to discover a Breach of Unsecured PHI as of the first day on which such Breach is known, or should have been known, by American Behavioral. Plan shall provide any breach notifications as required by HIPAA.

(n) Compliance with Standard Transactions. If American Behavioral conducts, in whole or in part, Standard Transactions for or on behalf of Plan, American Behavioral will comply, and will require any of its subcontractors or agents involved with such Standard

Attachment: AB Exhibit - B (323-16 : American Behavorial EAP)

Transactions on behalf of Plan to comply, with each applicable requirement of 45 CFR Parts 160 and 162. American Behavioral will not enter into, or permit its subcontractors or agents to enter into, any agreement in connection with the conduct of Standard Transactions for or on behalf of Plan that: (i) changes the definition, data condition, or use of a data element or segment in a Standard Transaction; (ii) adds any data elements or segments to the maximum defined data set; (iii) uses any code or data element that is marked "not used" in a Standard Transaction or are not in the Standard Transactions' implementation specification; or (iv) changes the meaning or intent of the Standard Transactions' implementation specifications.

Section 3. Obligations of Employer.

(a) Notice of Privacy Practices. Employer shall notify American Behavioral of any limitation(s) in the Plan's notice of privacy practices in accordance with 45 CFR 164.520, to the extent that such limitation(s) may affect American Behavioral's use or disclosure of PHI.

(b) Restrictions on Use or Disclosure. Employer shall notify American Behavioral of any changes in, or revocation of, permission by individuals to use and/or disclose PHI, to the extent such changes or revocations may affect American Behavioral's permitted or required uses and/or disclosures of PHI. Further, Employer shall notify American Behavioral of any restriction on the use and/or disclosure of PHI that Plan has agreed to in accordance with 45 CFR 164.522, to the extent such restriction may affect American Behavioral's permitted or required uses and/or disclosures of PHI.

Section 4. Term and Termination.

(a) Term. This BA Agreement shall commence on the Effective Date and will remain effective for the entire term of the ASA Agreement, unless earlier terminated in accordance with the terms herein.

(b) Automatic Termination. This BA Agreement will immediately and automatically terminate without notice upon termination of all ASA Agreement(s).

(c) For Cause Termination Due to Material Breach. Either party may terminate this BA Agreement by notice in writing to the other party, if the other party materially breaches this BA Agreement in any manner and such material breach continues for a period of thirty (30) days after written notice is given to the breaching party by the other party specifying the nature of the breach and requesting that it be cured. A material breach of this BA Agreement shall constitute a breach of the ASA Agreement. If termination of this BA Agreement is not feasible, the non-breaching party shall report the breach to the Secretary if required by HIPAA. Employer and American Behavioral hereby agree that, upon termination of this BA Agreement, the ASA Agreement shall automatically terminate and American Behavioral shall have no further obligation to perform the Administrative Services.

(d) Judicial or Administrative Proceedings. Employer or American Behavioral may terminate this BA Agreement and the ASA Agreement, effective immediately, if: (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPAA or (ii) there is a finding or stipulation that either party has violated any standard or requirement of HIPAA in any administrative or civil proceeding.

Attachment: AB Exhibit - B (323-16 : American Behavorial EAP)

(e) Effect of Termination. As of the effective date of termination of this BA Agreement, neither party shall have any further rights or obligations hereunder except: (i) as otherwise provided herein or in the ASA Agreement; (ii) for continuing rights and obligations accruing under HIPAA; or (iii) arising as a result of any breach of this BA Agreement, including, but not limited to, any rights and remedies available at law or equity. Upon termination of this BA Agreement for any reason, American Behavioral shall return or destroy all PHI (regardless of form or medium), including all copies thereof and any data compilations derived from PHI and allowing identification of any individual who is the subject of the PHI. The obligation to return or destroy all PHI shall also apply to PHI that is in the possession of agents or subcontractors of American Behavioral. If the return or destruction of PHI is not feasible, American Behavioral shall provide Employer written notification of the conditions that make return or destruction not feasible. Upon notification that return or destruction of PHI is not feasible, American Behavioral shall continue to extend the protections of this BA Agreement to such information, and limit further uses or disclosures of such PHI to those purposes that make the return or destruction of such PHI not feasible, for as long as American Behavioral maintains such PHI. If American Behavioral elects to destroy the PHI, American Behavioral shall notify Employer in writing that such PHI has been destroyed.

Section 5. Indemnity. American Behavioral agrees to indemnify, defend and hold harmless Employer, Plan and their respective owners, officers, employees and agents from any and all claims, penalties, fines, costs, liabilities or damages, including but not limited to reasonable attorneys' fees, arising from or based upon any violation of this BA Agreement and/or HIPAA by American Behavioral or any of its owners, officers, employees, agents and subcontractors. Employer agrees to indemnify, defend and hold harmless American Behavioral and its owners, officers, employees and agents from any and all claims, penalties, fines, costs, liabilities or damages, including but not limited to reasonable attorneys' fees, arising from or based upon any violation of this BA Agreement and/or HIPAA by Employer, Plan or any of their respective owners, officers, employees, agents and subcontractors.

Section 6. Construction. This BA Agreement shall be construed as broadly as necessary to implement and comply with HIPAA. The parties agree that any ambiguity in this BA Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA. The terms and conditions of this BA Agreement shall override and control over any conflicting terms and conditions in the ASA Agreement, which are related to the security and privacy of PHI. Except as expressly modified or amended herein, all other terms and conditions of the ASA Agreement shall remain in full force and effect.

Section 7. Captions. The captions contained in this BA Agreement are included only for convenience of reference and do not define, limit, explain or modify this BA Agreement or its interpretation, construction or meaning and are in no way to be construed as part of this BA Agreement.

Section 8. Notice. All notices and other communications required or permitted pursuant to this BA Agreement shall be in writing, addressed to the party at the address set forth at the end of this BA Agreement, or to such other address as any party may designate from time to time in writing in accordance with this Section. All notices and other communications shall be sent by: (i) registered or certified mail, return receipt requested, postage pre-paid; (ii)

Attachment: AB Exhibit - B (323-16 : American Behavorial EAP)

overnight mail by a reputable carrier; (iii) facsimile with a copy sent by First Class Mail, postage pre-paid; or (iv) hand delivery. All notices shall be effective as of the date of delivery if by hand delivery and overnight mail, two (2) days following the date of facsimile, or for certified mail on the date of receipt, whichever is applicable.

Section 9. **Assignment.** This BA Agreement and the rights and obligations hereunder shall not be assigned, delegated, or otherwise transferred by either party without the prior written consent of the other party and any assignment or transfer without proper consent shall be null and void.

Section 10. **Governing Law and Venue.** This BA Agreement shall be governed by and interpreted in accordance with HIPAA and the internal laws of the State of Alabama, without giving effect to any conflict of law provisions. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this BA Agreement, or any provision hereof, shall take place in the State of Alabama in Jefferson County. Employer, Plan and American Behavioral hereby consent to the personal jurisdiction of the state and federal courts in Jefferson County, Alabama in any dispute arising from or related to this BA Agreement.

Section 11. **Binding Effect; Modification.** This BA Agreement shall be binding upon, and shall enure to the benefit of, the parties hereto and their respective permitted successors and assigns. This BA Agreement may only be amended or modified by mutual written agreement of the parties; provided, however, that in the event any provision of this BA Agreement shall conflict with the requirements of HIPAA, this BA Agreement shall automatically be deemed amended as necessary to conform to such legal requirements at all times.

Section 12. **Waiver.** The failure of either party at any time to enforce any right or remedy available hereunder with respect to any breach or failure shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.

Section 13. **Severability.** In the event that any provision or part of this BA Agreement is found to be totally or partially invalid, illegal, or unenforceable, then the provision will be deemed to be modified or restricted to the extent and in the manner necessary to make it valid, legal, or enforceable, or it will be excised without affecting any other provision of this BA Agreement, with the parties agreeing that the remaining provisions are to be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

Section 14. **No Third-Party Beneficiaries.** Nothing express or implied in this BA Agreement is intended to confer, nor shall anything herein confer, upon any person or entity other than Plan, Employer, American Behavioral and their respective successors or permitted assigns, any rights, remedies, obligations or liabilities whatsoever.

Section 15. **Independent Contractor**. The parties hereby acknowledge that in providing services pursuant to this BA Agreement, American Behavioral is at all times acting as an independent contractor and not as an employee or agent of Employer or Plan.

Attachment: AB Exhibit - B (323-16 : American Behavorial EAP)

Section 16. **Entire Agreement.** This BA Agreement, including the Exhibits, constitutes the entire agreement between the parties with respect to the matters contemplated herein and supersedes all previous and contemporaneous oral and written negotiations, commitments, and understandings relating thereto.

Section 17. **Counterparts**. The parties hereby agree that any number of counterparts of this BA Agreement may be executed, and that each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one BA Agreement.

[Signatures on the following page]

Attachment: AB Exhibit - B (323-16 : American Behavorial EAP)

IN WITNESS WHEREOF, Employer and American Behavioral have each caused this BA Agreement to be executed in their respective names by their duly authorized representatives.

AMERICAN BEHAVIORAL:
American Behavioral

By:_____
Maureen J. Gleason, President

Date: 9/08/2016

Address: 2204 Lakeshore Drive
Suite 135
Birmingham, Alabama 35209

Contact Person: Deborah C. Garvin

Telephone: (205) 868-9633
Facsimile: (205) 868-9625

EMPLOYER:
City of Opelika

Signature: _____

Title: _____

Date: _____

Address: 204 7th Street
Opelika, AL 36801

Contact Person: _____

Telephone:_____

Facsimile:_____

Attachment: AB Exhibit - B (323-16 : American Behavorial EAP)

Exhibit A

List of Designated Employees

Under the Privacy Rules, Plan must provide a list of names of employees (or class of employees) who are authorized to receive PHI from American Behavioral. The employees listed below must be the same employees (or within the same class of employees) who are designated in Plan's Privacy Plan Amendment

Employer: City of Opelika

The Plan hereby authorizes American Behavioral to disclose PHI to the following Designated Employees (or class of employees):

Name of Employee(s) or Class of Employee(s)	Title (if individual employee(s) listed) and Telephone Number

The Employer hereby agrees to notify American Behavioral, in writing, if the information and/or persons identified in the above list changes.

Effective Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Attachment: AB Exhibit - B (323-16 : American Behavorial EAP)

Exhibit B

Permitted Disclosures to Other Business Associates

Please complete this form and provide the names of other business associates (such as third party administrators, benefit consultants, pharmacy managers, or brokers) to whom you want American Behavioral, as your business associate, to disclose PHI to on your behalf. Also please list any conditions or limitations that apply to the disclosure of PHI. If you list no conditions or limitations, then American Behavioral will provide the identified business associates all PHI that would be available from the Plan. If you do not complete and return this Exhibit B, American Behavioral will not disclose PHI to other business associates of the Plan until the Plan authorizes such disclosure in writing.

Employer: City of Opelika

The Plan hereby authorizes American Behavioral to disclose PHI to the following business associates of the Plan:

Name/Address/Contact Person	Conditions/Limitations

The Employer hereby agrees to notify American Behavioral, in writing, if the information and/or persons identified in the above list changes.

Effective Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Attachment: AB Exhibit - B (323-16 : American Behavorial EAP)

RESOLUTION NO. 324-16

Revising Job Title and Job Description for Assistant Sportsplex Manager

RESOLUTION NO. _____

RESOLUTION REVISING THE JOB TITLE AND JOB DESCRIPTION FOR THE CLASSIFICATION OF ASSISTANT SPORTSPLEX MANAGER

WHEREAS, the job title and job description for the classification of Assistant Sportsplex Manager in the Parks and Recreation Department has been reviewed by staff; and

WHEREAS, the Mayor and staff recommend that the job title for the classification of Assistant Sportsplex Manager be changed to Programs and Special Events Coordinator; and

WHEREAS, the Mayor and staff recommend that the job description for said position be revised as provided below.

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

1. That the job title for the classification of Assistant Sportsplex Manager in the Parks and Recreation Department is hereby changed to Programs and Special Events Coordinator.

2. That the job description for the position of Programs and Special Events Coordinator (formerly Assistant Sportsplex Manager), as shown in Exhibit "A", is hereby approved and ratified.

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

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

_____

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

ATTEST:

_____

CITY CLERK

CITY OF OPELIKA
POSITION DESCRIPTION
TITLE: P & R PROGRAMS AND SPECIAL EVENTS COORDINATOR

Attachment: P & R Programs and Special Events Coordinator (324-16 : Revising Job Title and Job Description)

GENERAL DESCRIPTION

The essential function of this position within the organization is to create, plan and implement special programs for the Opelika Parks and Recreation Department. This position will also be responsible for upgrading and implementing standard programs and events within the department. This position will require the recruitment of and supervision of part time employees. This position will have building supervision responsibilities along with working non-traditional hours. The position will have clerical and reporting duties as needed to perform the job duties. The position will be responsible for the budgeting of assigned areas and will be required to follow all city and departmental policies. The position will report to the Director of Parks & Recreation or his designee.

PRIMARY DUTIES: *This list represents the essential tasks performed by this position. Employee may be assigned additional duties by position supervisor or the Director of Parks and Recreation as required.*

Supervises certain full time, part time and temporary staff. Supervises Sportsplex patrons to insure the safety, order and decorum of Sportsplex patrons.

Position will be involved in the operation of Sportsplex and Aquatics Center to ensure safe, clean conditions and adequate, efficient personnel to assist with sporting and other events held at the facility;

This position will stock, clean, prepare and efficiently operate concession stands under the purview of the Parks and Recreation Department.

This position will schedule, hire and supervise workers to insure the "Tot Watch" area of the Sportsplex is managed and operated efficiently and safely.

Interacts with the public and other City personnel to provide information regarding Sportsplex events and to resolve issues/complaints. Performs and supervises programming for the Sportsplex as needed and as assigned.

Manages and assists with maintenance and repair of facility, equipment, and grounds of responsibility, ensuring a safe environment for staff and patrons.

Supervises gymnasium patrons to ensure compliance with center rules and regulations; provides assistance for various Sportsplex programs/events to ensure programs/events comply with departmental standards.

Performs clerical tasks such as preparing routine reports, managing calendar of center events, maintaining records and files, telephoning, or photocopying.

Attends or conducts staff and other professional meetings to exchange information and stay abreast of changes in policy or procedures.

Other duties and responsibilities as assigned by the Sportsplex Manager and or the director of Parks & Recreation or his designee.

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.*

Collects, classifies, and formats data or information.

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

Supervises or directs others by determining or interpreting work procedures, assigning specific duties, maintaining harmonious relations, and promoting efficiency.

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 moderate latitude for judgment regarding attainment of a standard or in selecting appropriate items such as lawn mowers, pool chemical machinery, mechanical tools, or cleaning equipment.

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

Requires major responsibility for achieving economies and/or preventing losses through the handling of or accounting for materials, supplies, money.

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

Uses addition, subtraction, multiplication, and division; may compute ratios, rates, and percent's.

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

Reads journals and manuals; composes reports using proper format and grammar; speaks to groups of coworkers and people outside the organization.

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 skilled work involving rules/systems with almost constant problem solving; requires normal attention with short periods of concentration for accurate results and occasional 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 significant part of the job, affecting a large segment of the organization and the general public; works in a dynamic environment with 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 major impact - affects those in and out of immediate work area.

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

Requires a BS degree in Recreation Administration or a related field as determined by the hiring authority.

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 a valid Alabama Driver's License

Pks & Rec Programs and Special Events Coordinator
Created November 2016

Attachment: P & R Programs and Special Events Coordinator (324-16 : Revising Job Title and Job Description)

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

Requires four years of related experience. A combination of education or work experience may substitute for experience as determined by the hiring authority.

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

Requires light to medium work involving standing or walking most of the time, exerting up to 20 pounds of force on a regular basis, and moderate skill, adeptness, and speed in the use of the fingers, hands, or limbs in tasks involving machinery operation.

Willing to work non-standard hours and overtime time as required. Willing to travel to attend workshops and tournaments.

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 responsibility for the safety and health of others and for occasional enforcement of the laws and standards of public health and safety.

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

The position is exposed to extreme heat and/or cold, wet/humid conditions, bright and/or dim light, dust or pollen, intense noise levels, vibration, fumes or noxious odors, moving mechanical parts, traffic, and toxic or caustic chemicals.

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

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

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.

Attachment: P & R Programs and Special Events Coordinator (324-16 : Revising Job Title and Job Description)

RESOLUTION NO. 325-16

Engagement Letter for Legal Services, Samford & Denson, LLP.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING ENGAGEMENT LETTER WITH SAMFORD & DENSON, LLP

WHEREAS, in 2015, the Medical Clinic Board of the City of Opelika issued Series 2015 A bonds and Series 2015 B bonds; and

WHEREAS, the proceeds from the bonds were used to acquire, renovate and expand the existing 36-bed assisted living facility known as "Cambridge Place"; and

WHEREAS, the Medical Clinic Board took title to the 4.23 tract of land located at 1001 Fox Run Parkway, Opelika, Alabama, which is commonly known as "Cambridge Place Assisted Living";

WHEREAS, the Medical Clinic Board leased the building to Alabama ALF, LLC; and

WHEREAS, rental payments received by the Medical Clinic Board are pledged to pay the principal and interest on the bonds; and

WHEREAS, the bonds are not a general obligation of the Medical Clinic Board but are a limited obligation payable solely from pledged revenues; and

WHEREAS, pursuant to the trust indenture, the Medical Clinic Board issued and sold bonds;

WHEREAS, U.S. Bank, as Trustee, received the proceeds from the sale of the bonds and deposited such proceeds in the various funds provided for in the trust indenture; and

WHEREAS, the bond indenture is now in default because Alabama ALF has failed to make the rental payments that are pledged to pay the bonds; and

WHEREAS, U.S. Bank has a fiduciary duty and responsibility to represent the bond holders; and

WHEREAS, U.S. Bank, as Trustee, has exercised its option to file a civil lawsuit to enforce the obligations of Dwayne Edwards, Todd Barker, Alabama ALF, LLC and the Medical Clinic Board of the City of Opelika; and

WHEREAS, the lawsuit is styled U.S. Bank National Association, as Trustee v. Dwayne A. Edwards, Todd Barker, Alabama ALF, LLC and the Medical Clinic Board of the City of Opelika and is pending in the United States District Court of the Middle District of Alabama, Eastern Division, being Case Number: 3:16-CV-00650-WKW; and

WHEREAS, U.S. Bank is seeking the appointment of a receiver to have authority and control over all aspects of the healthcare facility; and

WHEREAS, the City Council desires to retain legal counsel to represent and protect the interests of the Medical Clinic Board in the pending litigation; and

WHEREAS, W.F. Horsley, a partner with the law firm of Samford & Denson, possesses the desired skills and expertise to represent the Medical Clinic Board in the lawsuit; and

WHEREAS, a proposed Engagement Letter to be entered into between the City and Samford & Denson, LLP. has been prepared and submitted to the City Council for approval, and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Engagement Letter.

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

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

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

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

4. That all compensation and expenses payable to Samford and Denson, LLP pursuant to the Engagement Letter shall be paid from the Unassigned Fund Balance.

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

Engagement Letter.

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

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

_____

PRESIDENT OF THE CITY COUNCIL
OF THE CITY OF OPELIKA

ATTEST:

_____

CITY CLERK

SAMFORD & DENSON, LLP
ATTORNEYS AT LAW

John V. Denson, II
W.F. Horsley
Robert H. Pettey†
Joshua J. Jackson
Andrew D. Stanley
Jennifer M. Chambliss*
Adam Leavitt Sanders#

709 Avenue A
Opelika, Alabama 36801
Mailing Address:
Post Office Box 2345
Opelika, Alabama 36803-2345
Telephone (334) 745-3504
FAX (334) 745-3506

www.samfordlaw.com

N.D. Denson (1856-1927)
John V. Denson (1885-1940)
N.D. Denson, Jr. (1887-1958)
Yetta G. Samford, Jr. (1923-2013)

†Also admitted in Georgia
*Also admitted in Florida
Also admitted in South Carolina and Tennessee

November 10, 2016

Via: email

ggunter@opelika-al.gov

Guy Gunter:

Re: U.S. Bank National Association as Trustee vs.
The Medical Clinic Board of the City of Opelika

Dear Guy:

This is to acknowledge receipt of the summons and complaint and file materials in the above noted case, and assure you that the matter will have our attention.

The suit is styled U.S. Bank National Association as Trustee vs. Dwane A. Edwards, Todd Barker, Opelika ALF, LLC, and The Medical Clinic Board of the City of Opelika, Alabama, and is pending in the United States District Court for the Middle District of Alabama, Eastern Division, being Case No.: 3:16-CV-00650-WKW.

The Plaintiff is claiming damages against Defendants Edwards, Barker, and Opelika ALF, LLC, but no monetary damages are being claimed of the Medical Clinic Board of Opelika, Alabama. The only relief sought against the Medical Clinic Board is for a Receiver to be appointed to manage and operate the assisted living facility known as Cambridge Place on Fox Run Parkway in Opelika. The Medical Board has no objection to the appointment of a Receiver.

As we discussed in our meeting this morning, our firm will represent the Medical Clinic Board of the City of Opelika, Alabama, in this litigation. My fee will be $175.00 per hour.

Thank you for referring this case to me. I look forward to working with you.

Attachment: CM 11-15-16, legal services, engagement letter (325-16 : Engagement Letter for Legal Services, Samford & Denson, LLP.)

With best regards, Iam.

Very truly,

FOR THE FIRM

Bill

W. F. Horsley

WFH/mam

Accepted and agreed to this the _____ day of _____2016.

_____

Gary Fuller, Mayor

Attachment: CM 11-15-16, legal services, engagement letter (325-16 : Engagement Letter for Legal Services, Samford & Denson, LLP.)

ORDINANCE NO. (ID # 1927)

Amend Zoning Ordinance & Map from R-3, GC to C-2, GC at 2004 Yarbrough Dr. - 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 parcels of land hereinafter in this section described from one class of district to another class of district as follows:

(a) From a R-3, GC District (Low-Density Residential, Gateway Corridor Overlay District) to a C-2, GC District (Office/Retail, Gateway Corridor Overlay District), the parcels of land hereinafter described:

PARCEL 1

Commence at Southwest corner of Section 15, Township 19 North, Range 26 East, Opelika, Lee County, Alabama, thence North 84°37'46" East, a distance of 855.42 feet to the point of beginning of a parcel of land more fully described as follows: From this point of beginning, thence North 52°43'57" East, a distance of 192.58 feet; thence South 50°59'55" East, a distance of 128.47 feet; thence South 39°04'49" West, a distance of 229.41 feet; thence North 37°18'55" West, a distance of 178.94 feet to the point of beginning, said parcel contains 31,966.2 square feet, or 0.73 acres, more or less.

PARCEL 2

Commence at Southwest corner of Section 15, Township 19 North, Range 26 East, Opelika, Lee County, Alabama, thence North 84°37'46" East, a distance of 855.42 feet, thence South 37°18'55" East, a distance of 164.67 feet to the point of beginning of a parcel of land more fully described as follows: From this point of beginning, thence South 37°18'55" East, a distance of 14.27 feet; thence South 46°38'21" West, a distance of 419.64 feet; thence North 35°44'35" West, a distance of 14.94 feet; thence North 46°43'26" East, a distance of 419.16 feet to the point of beginning, said parcel contains 6,081.9 square feet, or .014 acres, more or less.

The above-described parcels are further described as 2004 Yarbrough Drive, 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