



OPELIKA CITY COUNCIL
“ REGULAR MEETING MINUTES “
204 South 7th Street
January 17, 2017
TIME: 7:00 PM

1. Call to Order

President Smith called this city council meeting to order asking Mr. Shuman to call the roll.

2. Roll Call

All city council members were present.

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

3. Invocation

The invocation was provided by Reverend Leo Douglas.

4. Pledge of Allegiance

Olivia and Zantrez were both present to lead the Pledge of Allegiance.

1. Olivia Newton and Zantrez Ambus from Carver Primary School.

5. Reading of Minutes

1. Minutes from the 1-03-17 City Council Meeting.

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

6. Unfinished Business

7. Remarks By the Mayor

Mayor Fuller was not able to attend this council meeting due to being out of town on city business.

1. Building Permit Reports - December, 2016

President Smith called on Jeff Kappelman, Chief Building Inspector, to provide a summary of the December 2016 Building Permit Report.

8. Citizen Communications

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

9. Report of Disbursements

10. Committee Reports

11. General Business

12. Awarding of Bids

1. Bids 010-17 Police Equipment for Police Package Automobiles-PD

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

13.

Resolutions

1. Resolution 011-17 Expense Reports from Various Departments.

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

2. Resolution 012-17 Designate City Personal Property as Surplus & Authorize Disposal

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

3. Resolution 013-17 Purchase - AutoPulse Non-Invasive Cardiac Support Pump - FD

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

4. Resolution 014-17 Freedom Fireworks Celebration License Agreement - P/R

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

5. Resolution 015-17 Request for a Downtown Bike Race on Feb. 26, 2017.

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

6. Resolution 016-17 Tax Abatements for Red Clay Brewing Company, LLC

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

7. Resolution 017-17 Special Appropriation to the Opelika School System / OHS Theatre Society.

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

8. Resolution 018-17 Add Job Classification of Tumbling Director & Eliminate One P/R Center Asst. Position - P/R

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

9. Resolution 019-17 Create Part-Time Code Compliance Officer Position - REV

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

10. Resolution 020-17 Engagement Letter with Bradley Arant Boult Cummings LLP

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

14. Ordinances

There were no ordinances.

15. Appointments

There were no appointments.

16. Adjourn

The City Council meeting minutes of January 17, 2017 are hereby adopted and approved this the 7th day of February, 2017.

/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 city council meeting was adjourned at 7:15 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**CM MINUTES (ID # 2088)**

Meeting: 01/17/17 07:00 PM

Department: City Clerk

Category: CM Minutes

Prepared By: Robert Shuman

Initiator: Robert Shuman

Sponsors:

DOC ID: 2088

Minutes from the 1-03-17 City Council Meeting.

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



OPELIKA CITY COUNCIL “ REGULAR MEETING MINUTES “

204 South 7th Street

January 3, 2017

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 City Council members were present.

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

3. Invocation

Dr. Henry Smith provided the invocation.

4. Pledge of Allegiance

Both Gavin and Katie were present to lead the Pledge of Allegiance.

1. Gavin Gibbs and Katie Richards from the Carver Primary School.

5. Reading of Minutes

1. Minutes from the 12-20-16 City Council Meeting.

RESULT: APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: Tiffany Gibson-Pitts, Council Member

AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith

6. Unfinished Business

7. Remarks By the Mayor

1. Recognize Abby Henderson, 2nd grader from Soutview School.

Mayor Fuller asked Abby to come up front and presented her with a certificate of appreciation and a official city coin.

2. Recognize Edna Ward and Jacob Hancock.

Mayor Fuller asked Edna, Jacob and Chief McEachern to come up front and recognized them for writing a book about the history of the Opelika Police Department.

3. Recognize the police officer of the quarter. - Sergeant Alfred White.

Mayor Fuller recognized Sergeant White for being selected the police officer of the quarter and presented him with a performance award.

8. Citizen Communications

(Limit comments to five minutes or less)

Angela George, 106 N. 4th St., stated that on new years eve there was shooting in the back of her house. There is also a traffic and trash issue on Edge Court. She wants a peaceful and safe neighborhood and asked for the City's help. Mayor Fuller asked Chief McEachern to follow up with Mrs. George.

9. Report of Disbursements

10. Committee Reports

11. General Business

12. Awarding of Bids
 1. Bids 001-17 New Fire Department Headquarters - P/W

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
13. Resolutions
 1. Resolution 002-17 Request by AT&T for a Special Use Permit, 1315 Madison Ave.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
 2. Resolution 003-17 Request by AT&T for a Special Use Permit, 2404 Frederick Rd.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
 3. Resolution 004-17 Contract, Appropriation to Christian Care Ministries.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
 4. Resolution 005-17 Contract, Appropriation to Employers Child Care Alliance.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
 5. Resolution 006-17 Contract, Appropriation to American Red Cross.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
 6. Resolution 007-17 Special Appropriation to Opelika Main Street - Phase II Signage Project.

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 008-17 Agreement with AECOM, Engineering Services for Bicycle Path - Eng.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
 8. Resolution 009-17 Agreement for Appropriation to EASE.

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

14. Ordinances

1. Ordinance 100-17-ORD Lease Agreement with Envision Opelika Foundation & the Arts Assoc. - 2Nd Reading.

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

2. Ordinance 101-17-ORD Amend Ord. No. 124-16, Agreement Southern Light, Advertise in Synopsis Form - 1St Reading.

Mr. Smith T introduced this ordinance for a first reading. Then Mr. Canon made the motion to suspend the rules and was seconded by Mr. Smith T. The following vote was recorded:

Ayes Jones, Pitts, Smith T, Canon, Smith.

Nays None.

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

15. Appointments

There was no appointments.

16. Adjourn

The City Council meeting minutes of 1-3-17 are hereby adopted and approved this the _____ day of _____, 2017.

/S/

 President of the City Council

City of Opelika, Alabama

ATTEST:

/s/

 City Clerk - Treasurer

1. Motion to adjourn.

This city council meeting ended at 7:35 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

SCHEDULED

Meeting: 01/17/17 07:00 PM
Department: Building Inspection
Category: Building Permit Report.
Prepared By: William Ott
Initiator: Jeff Kappelman
Sponsors:

MAYOR'S REMARKS (ID # 2089)

DOC ID: 2089 A

Building Permit Reports - December, 2016

**CITY OF OPELIKA
BUILDING INSPECTION DIVISION
DECEMBER, 2016 - MONTHLY BUILDING PERMIT REPORT**

Main Address	Work Class	Issue Date	Company / Owner	Valuation
813 LORI LN	New Single Family Detached	12/1/2016	BUILDERS PROFESSIONAL GRP LLC	\$221,150.00
509 HALL AVE	Accessory Buildings	12/1/2016	LARRY STINSON	\$1,600.00
104 S 8TH ST	Alteration	12/1/2016	MILL TOWN PIZZA	\$50,000.00
101 SPRING HILL AVE	Alteration	12/2/2016	VINCENT DOZIER	\$15,000.00
500 BLACKBERRY CV	New Single Family Detached	12/2/2016	HOLLAND HOMES LLC	\$253,405.00
1203 DOUGLAS ST	Alteration	12/5/2016	RE-BATH OF THE SOUTHEAST	\$8,710.00
2540 PEPPERELL PKWY	Tenant Build Out	12/6/2016	R G WILLIAMS CONSTRUCTION, INC	\$1,660,811.00
402 ETOWAH AVE	Alteration	12/6/2016	WHATLEY BROTHERS LLC	\$8,000.00
905 GENEVA ST	Roofs	12/7/2016	WAYNES ROOFING	\$6,000.00
2776 LAKEVIEW TER	New Single Family Detached	12/8/2016	HOMEWORKS OF ALABAMA	\$257,396.00
2613 PEPPERELL PKWY	Alteration	12/8/2016	TOMMY SPENCE	\$25,000.00
704 INDIA RD	Accessory Buildings	12/9/2016	JUANITA LUKER	\$4,500.00
1406 PIEDMONT AVE	Addition	12/13/2016	R L CORLEY CONSTRUCTION	\$63,000.00
2295 1ST AVE	New Commercial Building	12/13/2016	KEVIN PRICE GENERAL CONTRACTORS, INC	\$1,600,000.00
509 LORI LN	New Single Family Detached	12/13/2016	BUILDERS PROFESSIONAL GRP LLC	\$176,341.00
4204 ACADEMY DR	New Single Family Detached	12/13/2016	BUILDERS PROFESSIONAL GRP LLC	\$311,070.00
205 N 12TH ST	Alteration	12/13/2016	WHATLEY BROTHERS LLC	\$20,000.00
2506 PEPPERELL PKWY	Tenant Build Out	12/14/2016	VISION CONSTRUCTORS INC	\$120,000.00
3453 LAKESHORE DR	New Single Family Detached	12/15/2016	TOLAND CONSTRUCTION LLC	\$262,260.00
3434 LAKESHORE DR	New Single Family Detached	12/15/2016	TOLAND CONSTRUCTION LLC	\$290,991.00
3449 LAKESHORE DR	New Single Family Detached	12/15/2016	TOLAND CONSTRUCTION LLC	\$297,105.00
3430 LAKESHORE DR	New Single Family Detached	12/15/2016	TOLAND CONSTRUCTION LLC	\$231,369.00
3415 LAKESHORE DR	New Single Family Detached	12/15/2016	TOLAND CONSTRUCTION LLC	\$260,724.00
904 WESTPOINT PKWY	Alteration	12/19/2016	BLUE OAK CONSTRUCTION	\$10,000.00
501 2ND AVE 2	Tenant Build Out	12/19/2016	D L ACTON CONSTRUCTION	\$800,000.00
1404 PIEDMONT AVE	Alteration	12/22/2016	HOLLAND HOMES LLC	\$65,974.00
2614 SPRING LAKES XING	New Single Family Detached	12/28/2016	HARRIS DOYLE HOMES INC	\$250,665.00
2613 SPRING LAKES XING	New Single Family Detached	12/28/2016	HARRIS DOYLE HOMES INC	\$186,012.00
2756 LAKEVIEW TER	New Single Family Detached	12/28/2016	HARRIS DOYLE HOMES INC	\$221,568.00
1891 PALIN AVE	New Single Family Detached	12/28/2016	RLP HOMES	\$235,271.00
2313 JEWELS WAY	New Single Family Detached	12/28/2016	DACK HOMES WEST LLC	\$148,854.00

813 LORI LN	New Single Family Detached	12/1/2016	BUILDERS PROFESSIONAL GRP LLC	\$221,150.00
3466 LAKESHORE DR	New Single Family Detached	12/29/2016	TOLAND CONSTRUCTION LLC	\$282,009.00
306 LINDSEY CT	Alteration	12/30/2016	GOLD HILL CONSTRUCTION	\$8,500.00
TOTAL				\$8,354,285.00

TAKEN FROM THE RECORDS OF THE BUILDING INSPECTOR



JEFF KAPPELMAN
CHIEF BUILDING INSPECTOR



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 December, 2016

Work & Repair On Buildings:

Building Repairs	Commercial	Residential
Buildings Condemned	0	0
Buildings Demolished	0	0
Building Repairs	5	7
Plumbing Upgrades	5	19
Electrical Upgrades	6	22
Mechanical Upgrades	3	9
Reroofs And Roof Repairs	0	1
Mobile Home Services	0	0
Building Additions/Accessory Structures	0	3

Monthly Totals For December 2007-2016

2007	\$8,437,636.00
2008	\$2,730,636.00
2009	\$2,865,807.00
2010	\$2,504,741.00
2011	\$3,970,705.00
2012	\$4,092,589.00
2013	\$8,139,696.00
2014	\$6,288,230.00
2015	\$749,380.00
2016	\$8,354,285.00

Total Permits Issued:

1	New Buildings: Commercial	\$1,600,000.00
5	Commercial Renovations And Repairs	\$2,655,811.00
1	Signs	\$1,000.00
16	New Single Family Homes	\$3,886,190.00
11	Residential Repairs And Renovations	\$211,284.00
0	New Apartment Units	\$0.00
0	New Duplex Residences	\$0.00
34	Total Building Permits Issued	\$8,354,285.00

34	Total Permits Issued For December, 2016	\$8,354,285.00
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TAKEN FROM THE RECORDS OF THE
BUILDING INSPECTOR

Jeff Kappelman
Chief Building Inspector

Attachment: Building Permit Reports - December, 2016 (2089 : Building Permit Reports - December, 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	20	19
Plumbing Upgrades	6	30
Electrical Upgrades	10	34
Mechanical Upgrades	3	21
Reroofs And Roof Repairs	0	6
Mobile Home Services	0	0
Building Additions/Accessory Structures	0	11

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	\$24,073,501.00

Total Permits Issued:

10	New Buildings: Commercial	\$10,619,961.00
20	Commercial Renovations And Repairs	\$3,471,112.00
6	Signs	\$110,700.00
37	New Single Family Homes	\$9,406,746.00
28	Residential Repairs And Renovations	\$464,982.00
0	New Apartment Units	\$0.00
0	New Duplex Residences	\$0.00
101	Total Building Permits Issued	\$24,073,501.00

101	Total Issued for FY 2017	\$24,073,501.00
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Jeff Kappelman
JEFF KAPPELMAN
Building Official

Attachment: Building Permit Reports - December, 2016 (2089 : Building Permit Reports - December, 2016)



City Council

204 South 7Th Street
Opelika, AL

ADOPTED

BIDS 010-17

Meeting: 01/17/17 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Lillie Finley
Sponsors:
DOC ID: 2095

Police Equipment for Police Package Automobiles-PD

RESOLUTION NO. _____

WHEREAS, the Purchasing Department opened sealed bids for Police Equipment for Police Package Automobiles for the Police Department; and

WHEREAS, Emergency Lighting by Haynes submitted the lowest bid meeting specifications; 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 Emergency Lighting by Haynes on their low bid meeting specifications.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Emergency Lighting by Haynes in the total amount of \$33,381.25.
3. That the Controller be authorized to adjust the budget as necessary for this purchase.

APPROVED AND ADOPTED this the _____ day of _____, 2017.

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

ATTEST:

Robert G. Shuman

City Clerk - Treasurer

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

FACT SHEET

SUBJECT: Sealed Bids – Bid #17006 – We are asking the council to approve a contract for Police Equipment for Police Package Automobiles

FACTS:

- Bid opening date – 1/9/17
- User Department – Police
- The bid was mailed to 13 vendors
- 4 bids were received
- Budgeted purchase from Capital Outlay
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend the contract be awarded to Emergency Lighting by Haynes on their low bid meeting specifications in the total amount of \$33,381.25.**

[illegible]

RESOLUTION NO. 011-17

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
-----	-----	-----
David Newman	Inspection	33.39
Heather Middleton-High	H/R	756.40
Gary Fuller	Mayor	84.90
Tina Minor	Accounting	175.48
Russell Jones	Accounting	175.48

-) 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 _____, 2017.

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

ATTEST:

Robert G. Shuman, CMC
City Clerk - City Treasurer

EXPENSE REPORT

PERIOD ENDING

NAME

David W. Newman

DEPARTMENT

BUILDING INSPECTIONS

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS Itemize Below			ENTERTAIN- MENT Itemize Below	MISC EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC	LOCAL TAXI, TOLLS & PUB- LIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
SUN	BIRMINGHAM AL.							17.77				17.77
SUN	BIRMINGHAM AL.											0.00
MON	BIRMINGHAM AL.											0.00
TUE	BIRMINGHAM AL.											0.00
WED	BIRMINGHAM AL.							15.62				15.62
THU												0.00
FRI												0.00
SAT												0.00
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	0.00	0.00	0.00	33.39	0.00	0.00	0.00	33.39

WEEKLY TOTAL EXPENSES

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

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC	AMOUNT
10/6		
10/6		
10/9		
10/9		

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

NUMBER OF DAYS AWAY FROM HOME

4

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

0%

NATURE OR PURPOSE OF TRAVEL

BIRMINGHAM AL. FOR IAEI EDUCATIONA
CONFERENCE.

METHOD OF REIMBURSEMENT

☐DEDUCT FROM
MY ADVANCE☒

MAIL TO

BUILDING INSPECTIONS

David W. Newman

SIGNATURE

EXPENSE REPORT

NAME

Name: Heather Middleton-High

DEPARTMENT

Human Resources

PERIOD ENDING

1/6/2017

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS Itemize Below			ENTERTAIN- MENT Itemize Below	EXPENS ES Itemize	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC	LOCAL TAXI TOLLS & PUB- LIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
SUN	ATL to San Antonio x2											\$0.00
MON												\$0.00
TUE												\$0.00
WED	San Antonio to ATL x2		756.40									\$756.40
THU												\$0.00
FRI												
SAT												\$0.00
WEEKLY CATEGORY TOTALS \$		\$0.00	\$756.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$756.40

WEEKLY TOTAL EXPENSES

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

NUMBER OF DAYS AWAY FROM HOME

4

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

0%

NATURE OR PURPOSE OF TRAVEL

Airline tickets for myself & Carol Edwards
to travel to San Antonio for Tyler
Technologies User Conference in May
2017 - MUNIS training.

METHOD OF REIMBURSEMENT

☐DEDUCT
FROM MY☐

MAIL

ITEMIZED AUTOMOBILE EXPENSES		
DATE	MILEAGE, GAS, PARKING REPAIRS, ETC	AMOUNT
Various		
	TOTAL	

ITEMIZED MISCELLANEOUS EXPENSES		
DATE	ITEMS	AMOUNT
	Total	

Send Check to Human Resources

SIGNATURE

APPROVED BY

EXPENSE REPORT

PERIOD ENDING

NAME

DEPARTMENT

Name Gary Fuller

Department Mayor's Office 11050

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS Itemize Below			ENTERTAIN- MENT Itemize Below	MISC EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL ETC	RENTAL CAR LIMO ETC	LOCAL TAXI TOLLS & PUB- LIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
SUN												0.00
MON												0.00
TUE												0.00
WED												0.00
THU												0.00
FRI												0.00
SAT 5/20/17	Las Vegas, NV		84.90									84.90
WEEKLY CATEGORY TOTALS \$			0.00	84.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	84.90

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

5

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

0%

NATURE OR PURPOSE OF TRAVEL

Economic Development ICSC convention

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM
MY ADVANCE☒ MAIL TO

ITEMIZED AUTOMOBILE EXPENSES		
DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT

ITEMIZED MISCELLANEOUS EXPENSES		
DATE	ITEMS	AMOUNT

Gary Fuller

Mayor's office

SIGNATURE

APPROVED BY

EXPENSE REPORT

NAME Tina Minor DEPARTMENT Accounting PERIOD ENDING 1/13/2017

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

DATE	DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS			ENTERTAINMENT Itemize Below	MISC EXPENSES Itemize Below	DAILY TOTAL
				AIR, RAIL, ETC	RENTAL CAR, LIMO, ETC.	LOCAL TAXI, TOLLS, & PUBLIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
	SUN												\$ -
	MON												\$ -
	TUE												\$ -
	WED	Opeika, AL											
		Tuscaloosa, AL					\$ 87.74						\$ 87.74
	THU	Tuscaloosa, AL											
		Opeika, AL					\$ 87.74						\$ 87.74
	FRI												\$ -
	SAT												\$ -
WEEKLY CATEGORY TOTALS \$			\$ -	\$ -	\$ -	\$ -	\$ 175.48	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175.48

WEEKLY TOTAL OF EXPENSES ↑

NUMBER OF DAYS AWAY FROM HOME

1

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

0

NATURE OR PURPOSE OF TRAVEL

CGAT Payroll Class University of Alabama

METHOD OF REIMBURSEMENT

MAIL TO:

Tina Minor

Accounting

SIGNATURE

APPROVED BY

ITEMIZED ENTERTAINMENT AND BUSINESS MEALS					
DATE	NAME OF PERSON(S) ENTERTAINED; COMPANY, TITLE	TIME & PLACE	NATURE & PURPOSE OF ENTERTAINMENT	AMOUNT	ALLOCATED TO BUSINESS

ITEMIZED AUTOMOBILE EXPENSES		
DATE	MILEAGE, GAS, PARKING, REPAIRS, ETC	AMOUNT
11-Jan	164 miles x .535	\$ 87.74
12-Jan	164 miles x .535	\$ 87.74

ITEMIZED MISCELLANEOUS EXPENSES		
DATE	ITEMS	AMOUNT

EXPENSE REPORT

NAME Russell Jones DEPARTMENT Accounting PERIOD ENDING 1/13/2017

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

DATE	DAY	CITY AND STATE	LODGING	TRANSPORTATION			BUSINESS MEALS			ENTERTAINMENT Itemize Below	MISC EXPENSES Itemize Below	DAILY TOTAL
				AIR, RAIL, ETC	RENTAL CAR, LIMO, ETC.	LOCAL TAXI, TOLLS, & PUBLIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH			
	SUN											\$ -
	MON											\$ -
	TUE											\$ -
11-Jan	WED	Opelika, AL										\$ -
		Tuscaloosa, AL					\$ 87.74					\$ 87.74
12-Jan	THU	Tuscaloosa, AL										\$ -
		Opelika, AL					\$ 87.74					\$ 87.74
	FRI											\$ -
	SAT											\$ -
WEEKLY CATEGORY TOTALS \$			\$ -	\$ -	\$ -	\$ -	\$ 175.48	\$ -	\$ -	\$ -	\$ -	\$ 175.48

WEEKLY TOTAL OF EXPENSES ↑

ITEMIZED ENTERTAINMENT AND BUSINESS MEALS					
DATE	NAME OF PERSON(S) ENTERTAINED; COMPANY, TITLE	TIME & PLACE	NATURE & PURPOSE OF ENTERTAINMENT	AMOUNT	ALLOCATED TO BUSINESS

ITEMIZED AUTOMOBILE EXPENSES		
DATE	MILEAGE, GAS, PARKING, REPAIRS, ETC	AMOUNT
11-Jan	164 miles x .535 mileage rate	\$ 87.74
12-Jan	164 miles x .535 mileage rate	\$ 87.74

ITEMIZED MISCELLANEOUS EXPENSES		
DATE	ITEMS	AMOUNT

NUMBER OF DAYS AWAY FROM HOME

1

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL

CGAT Payroll Class at University of Alabama

METHOD OF REIMBURSEMENT

MAIL TO:

Send to Accounting Dept

SIGNATURE

APPROVED BY

RESOLUTION NO. 012-17

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

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

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

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

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

No.	Qty.	Unit	Item Description	Fixed Asset #
1.	1	Ea.	Large 6 Stall Study Carrel	N/A
2.	1	Ea.	Brother SX-4000 Electronic Typewriter	N/A
3.	1	Ea.	Flail Mower	87001207
4.	1	Ea.	Ford F-600 Water Truck 1FDMK64P9LVA48993	87002043
5.	1	Ea.	Titan Water Pump	N/A
6.	1	Ea.	Bush Hog	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 _____, 2017

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

ATTEST:

Robert G. Shuman, CMC
City Clerk - Treasurer

RESOLUTION NO. 013-17

Purchase - AutoPulse Non-Invasive Cardiac Support Pump - FD**RESOLUTION NO. _____**

WHEREAS, the Fire Department desires to purchase an AutoPulse Non-invasive Cardiac Support Pump and related equipment; and

WHEREAS, this is a sole source purchase; and

WHEREAS, Zoll Medical Corporation is the sole vendor; and

WHEREAS, this is budgeted from Capital Outlay;

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

1. That the purchase be awarded to Zoll Medical Corporation.
2. That the Purchasing-Revenue Manager be authorized to issue a purchase order to Zoll Medical Corporation not to exceed \$22,478.00 as a sole source purchase.
3. That the Controller is authorized to adjust the budget as necessary for this purchase.

APPROVED AND ADOPTED this the _____ day of _____, 2017.

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 Fire Dept

REQUISITION NUMBER _____

NAME OF REQUESTING EMPLOYEE Byron Prather

VENDOR Zoll

PRODUCT/SERVICE AutoPulse non-invasive cardiac support pump

Estimated annual expenditure for the commodity or service \$ 22,478.00

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). BP
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 for which the product is needed.

DEPARTMENT HEAD SIGNATURE

Byronel P. H. H.

DEPARTMENT/DIVISION/DATE

*1-10-17***PURCHASING DEPARTMENT USE ONLY**PURCHASING AGENT APPROVAL
(SIGNATURE/DATE)*Killer fuf 1-10-17*

DISAPPROVAL/DATE

COMMENTS

COUNCIL ACTION/DATE



TO: Opelika Fire Rescue

1015 Avenue B
Opelika, AL 36801

Attn: Jonathan Kennedy
EMS/Hazmat coordinator

email: jkennedy@opelika.net

Tel: 334-705-5339

ZOLL Medical Corporation

Worldwide Headquarters
269 Mill Rd
Chelmsford, Massachusetts 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0015 Customer Support
FEDERAL ID#: 04-2711626

QUOTATION 233229 V:3

DATE: January 09, 2017

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	8700-0730-01	AutoPulse® System with Pass Thru - Generates consistent and uninterrupted chest compressions, offering improved blood flow during cardiac arrest. Includes Backboard, User Guide, Quick Reference Guide, Shoulder Restraints, Backboard Cable Ties, Head Immobilizer, Grip Strips, In-service Training DVD, and one year warranty.	1	\$10,995.00	\$10,995.00	\$10,995.00
2	8700-0752-01	AutoPulse® Li-Ion Battery - for use with the AutoPulse Platform.	6	\$825.00	\$825.00	\$4,950.00
3	8700-0753-01	AutoPulse SurePower Charger, U.S. Tests, Charges and automatically verifies battery charge level. Includes User Guide and U.S Power Cord. Standard one (1) year warranty.	1	\$2,295.00	\$2,295.00	\$2,295.00
4	8700-000758-01	AutoPulse® Soft Carry Case - with battery pocket	1	\$395.00	\$395.00	\$395.00
5	8700-0706-01	LifeBand® 3 pack - Single-use chest compression band. (3 per package)	6	\$375.00	\$375.00	\$2,250.00
6	8700-0712-01	AutoPulse® Soft Stretcher - Extrication stretcher suitable to move patient while AutoPulse is deployed.	5	\$129.00	\$129.00	\$645.00
7	8700-0707-01	LifeBand® Trainer - Re-usable LifeBand designed for training. NOT FOR PATIENT USE.	2	\$349.00	\$349.00	\$698.00
8		Estimated Ground Shipping:				\$250.00
TOTAL						\$22,478.00

This quote is made subject to ZOLL's standard commercial terms and conditions (ZOLL T's + C's) which accompany this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to incorporate ZOLL T's + C's. Any modification of the ZOLL T's + C's must be set forth or referenced in the customer's P.O. No commercial terms or conditions shall apply to the sale of goods or services governed by this quote and the customer's P.O. unless set forth in or referenced by either document.

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID FOR 60 DAYS.
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO ESALES@ZOLL.COM.
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.

Mike Saner
EMS Territory Manager
800-242-9150, x9235

ZOLL QUOTATION GENERAL TERMS & CONDITIONS

1. ACCEPTANCE. This Quotation constitutes an offer by ZOLL Medical Corporation to sell to the Customer the equipment (including a license to use certain software) listed in this Quotation and described in the specifications either attached to or referred to in this Quotation (hereinafter referred to as Equipment). Any acceptance of such offer is expressly limited to the terms of this Quotation, including these General Terms and Conditions. Acceptance shall be so limited to this Quotation notwithstanding (i) any conflicting written or oral representations made by ZOLL Medical Corporation or any agent or employee of ZOLL Medical Corporation or (ii) receipt or acknowledgement by ZOLL Medical Corporation of any purchase order, specification, or other document issued by the Customer. Any such document shall be wholly inapplicable to any sale made pursuant to this Quotation, and shall not be binding in any way on ZOLL Medical Corporation.

Acceptance of this Quotation by the Customer shall create an agreement between ZOLL Medical Corporation and the Customer (hereinafter referred to as the "Contract") the terms and conditions of which are expressly limited to the provisions of this Quotation including these Terms and Conditions. No waiver change or modification of any of the provisions of this Quotation or the Contract shall be binding on ZOLL Medical Corporation unless such waiver, change or modification (i) is made in writing (ii) expressly states that it is a waiver, change or modification of this Quotation or the Contract and (iii) is signed by an authorized representative of ZOLL Medical Corporation.

2. DELIVERY AND RISK OF LOSS. Unless otherwise stated, all deliveries shall be F.O.B. ZOLL Medical Corporation's facility. Risk of loss or damage to the Equipment shall pass to the Customer upon delivery of the Equipment to the carrier.

3. TERMS OF PAYMENT. Unless otherwise stated in its Quotation payment by Customer is due thirty (30) days after the ship date appearing on ZOLL Medical Corporation invoice. Any amounts payable hereunder which remain unpaid after the date shall be subject to a late charge equal to 1.5% per month from the due date until such amount is paid.

4. CREDIT APPROVAL. All shipments and deliveries shall at all times be subject to the approval of credit by ZOLL Medical Corporation. ZOLL Medical Corporation may at any time decline to make any shipment or delivery except upon receipt of payment or security or upon terms regarding credit or security satisfactory to ZOLL Medical Corporation.

5. TAXES & FEES. The pricing quoted in its Quotation do not include sales use, excise, or other similar taxes or any duties or customs charges, or any other processing fees. The Customer shall pay in addition for the prices quoted the amount of any present or future sales, excise or other similar tax or customs duty or charge applicable to the sale or use of the Equipment sold hereunder (except any tax based on the net income of ZOLL Medical Corporation), and any order processing fees that ZOLL may apply from time to time. In lieu thereof the Customer may provide ZOLL Medical Corporation with a tax exemption certificate acceptable to the taxing authorities.

6. WARRANTY. (a) ZOLL Medical Corporation warrants to the Customer that from the earlier of the date of installation or thirty (30) days after the date of shipment from ZOLL Medical Corporation's facility, the Equipment (other than accessories and electrodes) will be free from defects in material and workmanship under normal use and service for the period noted on the reverse side. Accessories and electrodes shall be warranted for ninety (90) days from the date of shipment. During such period ZOLL Medical Corporation will at no charge to the Customer either repair or replace (at ZOLL Medical Corporation's sole option) any part of the Equipment found by ZOLL Medical Corporation to be defective in material or workmanship. If ZOLL Medical Corporation's inspection detects no defects in material or workmanship, ZOLL Medical Corporation's regular service charges shall apply. (b) ZOLL Medical Corporation shall not be responsible for any Equipment defect failure of the Equipment to perform any specified function, or any other nonconformance of the Equipment caused by or attributable to (i) any modification of the Equipment by the Customer, unless such modification is made with the prior written approval of ZOLL Medical Corporation; (ii) the use of the Equipment with any associated or complementary equipment accessory or software not specified by ZOLL Medical Corporation; or (iii) any misuse or abuse of the Equipment; (iv) exposure of the Equipment to conditions beyond the environmental, power or operating constraints specified by ZOLL Medical Corporation; or (v) installation or wiring of the Equipment other than in accordance with ZOLL Medical Corporation's instructions. (c) Warranty does not cover items subject to normal wear and burnout during use, including but not limited to lamps, fuses, batteries, cables and accessories. (d) The foregoing warranty does not apply to software included as part of the Equipment (including software embodied in read-only memory known as "firmware"). (e) The foregoing warranty constitutes the exclusive remedy of the Customer and the exclusive liability of ZOLL Medical Corporation for any breach of any warranty related to the Equipment supplied hereunder. **THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL MEDICAL CORPORATION EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

7. SOFTWARE LICENSE. (a) All software (the "Software" which term shall include firmware) included as part of the Equipment is licensed to Customer pursuant to a nonexclusive limited license on the terms hereinafter set forth, (b) Customer may not copy, distribute, modify, translate or adapt the Software, and may not disassemble or reverse compile the Software, or seek in any manner to discover, disclose or use any proprietary algorithms, techniques or other confidential information contained therein, (c) All rights in the Software remain the product of ZOLL Medical Corporation, and Customer shall have no right or interest therein except as expressly provided herein. (d) Customer's right to use the Software may be terminated by ZOLL Medical Corporation in the event of any failure to comply with terms of this quotation. (e) Customer may transfer the license conferred hereby only in connection with a transfer of the Equipment and may not retain any copies of the Software following such transfer. (f) ZOLL Medical Corporation warrants that the read-only memory or other media on which the Software is recorded will be free from defects in materials and workmanship for the period and on terms set forth in section 6. (g) Customer understands that the Software is a complex and sophisticated software product and no assurance can be given that operation of the Software will be uninterrupted or error-free, or that the Software will meet Customer's requirements. Except as set forth in section 7(f), ZOLL MEDICAL CORPORATION MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOFTWARE AND IN PARTICULAR DISCLAIMS ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS OF A PARTICULAR PURPOSE WITH RESPECT THERETO. Customer's exclusive remedy for any breach of warranty or defect relating to the Software shall be the repair or replacement of any defective read-only memory or other media so that it correctly reproduces the Software. This license applies only to ZOLL Medical Corporation Software.

8. DELAYS IN DELIVERY. ZOLL Medical Corporation shall not be liable for any delay in the delivery of any part of the Equipment if such delay is due to any cause beyond the control of the ZOLL Medical Corporation including, but not limited to acts of God, fires, epidemics, floods, riots, wars, sabotage, labor disputes, governmental actions, inability to obtain materials, components, manufacturing facilities or transportation or any other cause beyond the control of ZOLL Medical Corporation. In addition ZOLL Medical Corporation shall not be liable for any delay in delivery caused by failure of the Customer to provide any necessary information in a timely manner. In the event of any such delay, the date of shipment or performance hereunder shall be extended to the period equal to the time lost by reason of such delay. In the event of such delay ZOLL Medical Corporation may allocate available Equipment among its Customers on any reasonable and equitable basis. The delivery dates set forth in this Quotation are approximate only and ZOLL Medical Corporation shall not be liable for or shall the Contract be breached by, any delivery by ZOLL Medical Corporation within a reasonable time after such dates.

9. LIMITATIONS OF LIABILITY. IN NO EVENT SHALL ZOLL MEDICAL CORPORATION BE LIABLE FOR INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ZOLL MEDICAL CORPORATION'S PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THIS QUOTATION OR THE CONTRACT OR THE FURNISHING, PERFORMANCE, OR USE OF ANY EQUIPMENT OR SOFTWARE SOLD HERETO, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF ZOLL MEDICAL CORPORATION OR OTHERWISE

10. PATENT INDEMNITY. ZOLL Medical Corporation shall at its own expense defend any suit that may be instituted against the Customer for alleged infringement of any United States patents or copyrights related to the parts of the Equipment or the Software manufactured by ZOLL Medical Corporation, provided that (i) such alleged infringement consists only in the use of such Equipment or the Software by itself and not as a part of or in combination with any other devices or parts, (ii) the Customer gives ZOLL Medical Corporation immediate notice in writing of any such suit and permits ZOLL Medical Corporation through counsel of its choice, to answer the charge of infringement and defend such suit, and (iii) the Customer gives ZOLL Medical Corporation all requested information, assistance and authority at ZOLL Medical Corporation's expense, to enable ZOLL Medical Corporation to defend such suit.

In the case of a final award of damages for infringement in any such suit, ZOLL Medical Corporation will pay such award, but it shall not be responsible for any settlement made without its written consent.

Section 10 states ZOLL Medical Corporation's total responsibility and liability's, and the Customer's sole remedy for any actual or alleged infringement of any patent by the Equipment or the Software or any part thereof provided hereunder. In no event shall ZOLL Medical Corporation be liable for any indirect, special, or consequential damages resulting from any such infringement.

11. CLAIMS FOR SHORTAGE. Each shipment of Equipment shall be promptly examined by the Customer upon receipt thereof. The Customer shall inform ZOLL Medical Corporation of any shortage in any shipment within ten (10) days of receipt of Equipment. If no such shortage is reported within ten (10) day period, the shipment shall be conclusively deemed to have been complete.

12. RETURNS AND CANCELLATION. (a) The Customer shall obtain authorization from ZOLL Medical Corporation prior to returning any of the Equipment. (b) The Customer receives authorization from ZOLL Medical Corporation to return a product for credit, the Customer shall be subject to a restocking charge of twenty percent (20%) of the original list purchase price, but not less than \$50.00 per product. (c) Any such change in delivery caused by the Customer that causes a delivery date greater than six (6) months from the Customer's original order date shall constitute a new order for the affected Equipment in determining the appropriate list price.

13. APPLICABLE LAW. This Quotation and the Contract shall be governed by the substantive laws of the Commonwealth of Massachusetts without regard to any choice of law provisions thereof.

14. COMPLIANCE WITH LAWS. (a) ZOLL Medical Corporation represents that all goods and services delivered pursuant to the Contract will be produced and supplied in compliance with all applicable state and federal laws and regulations, including the requirements of the Fair Labor Standards Act of 1938, as amended. (b) The Customer shall be responsible for compliance with any federal, state and local laws and regulations applicable to the installation or use of the Equipment furnished hereunder, and will obtain any permits required for such installation and use.

15. NON-WAIVER OF DEFAULT. In the event of any default by the Customer, ZOLL Medical Corporation may decline to make further shipments or render any further warranty or other services without in any way affecting its right under such order. If despite any default by Customer, ZOLL Medical Corporation elects to continue to make shipments its action shall not constitute a waiver of any default by the Customer or in any way affect ZOLL Medical Corporation's legal remedies regarding any such default. No claim or right arising out of a breach of the Agreement by the Customer can be discharged in whole or in part by waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by ZOLL Medical Corporation.

16. ASSIGNMENT. This Quotation, and the Contract, may not be assigned by the Customer without the prior written consent of ZOLL Medical Corporation, and any assignment without such consent shall be null and void.

17. TITLE TO PRODUCTS. Title to right of possession of the products sold hereunder shall remain with ZOLL Medical Corporation until ZOLL Medical Corporation delivers the Equipment to the carrier and agrees to do all acts necessary to perfect and maintain such right and title in ZOLL Medical Corporation. Failure of the Customer to pay the purchase price for any product when due shall give ZOLL Medical Corporation the right, without liability to repossess the Equipment, with or without notice, and to avail itself of any remedy provided by law.

18. EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION.

VETERAN'S EMPLOYMENT - If this order is subject to Executive Order 11710 and the rules, regulations, or orders of the Secretary of Labor issued thereunder the contract clause as set forth at 41 CFR 60-250.4 is hereby included as part of this order.

EMPLOYMENT OF HANDICAPPED - If this order is subject to Section 503 of the Rehabilitation Act of 1973, as amended and the rules, regulations or orders of the Secretary of Labor as issued thereunder, the contract clause at 41 CFR 60-741.7 is hereby included as part of this order.

EQUAL OPPORTUNITY EMPLOYMENT - If this order is subject to the provisions of Executive Order 11246, as amended, and the rules, regulations or orders of the Secretary of Labor issued thereunder, the contract clause set forth at 41 CFR 60-1.4 (a) and 60-1.4 (b) are hereby included as a part of this order and Seller agrees to comply with the reporting requirements set forth at 41 CFR 60-1.7 and the affirmative action compliance program requirements set forth at 41 CFR 60-1.40.

19. VALIDITY OF QUOTATION. This Quotation shall be valid and subject to acceptance by the Customer, in accordance with the terms of Section 1 hereof for the period set forth on the face hereof. After such period, the acceptance of this Quotation shall not be binding upon ZOLL Medical Corporation and shall not create a contract, unless such acceptance is acknowledged and accepted by ZOLL Medical Corporation by a writing signed by an authorized representative of ZOLL Medical Corporation.

20. GENERAL. Any Contract resulting from this Quotation shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. This constitutes the entire agreement between Buyer and Supplier with respect to the purchase and sale of the Products described in the face hereof, and only representations or statements contained herein shall be binding upon Supplier as a warranty or otherwise. Acceptance or acquiescence in the course of performance rendered pursuant hereto shall not be relevant to determine the meaning of this writing even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. No addition to or modification of any of the terms and conditions specified herein shall be binding upon Supplier unless made in writing and signed by a duly authorized representative of Supplier. The terms and conditions specified shall prevail notwithstanding any variance from the terms and conditions of any order or other form submitted by Buyer for the Products set forth on the face of this Agreement. To the extent that this writing may be treated as an acceptance of Buyer's prior offer, such acceptance is expressly made conditional on assent by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer shall constitute such assent. All cancellations and reschedules require a minimum of thirty (30) days notice.

**ZOLL Medical Corporation**

Worldwide Headquarters
269 Mill Road
Chelmsford, Massachusetts 01824-4105
U.S.A.

978 421-9655
978 421-0025 Main Fax

January 9, 2017

OMMRS

To Whom It May Concern:

Thank you for your interest in the AutoPulse™ Non-invasive Cardiac Support Pump, a revolutionary new resuscitation system that offers the promise of normal blood flow during sudden cardiac arrest.

Please be aware that ZOLL Medical Corporation is the only company that manufactures (at our wholly-owned subsidiary, ZOLL Circulation) and markets the AutoPulse. No other organization is authorized to sell the product in the United States. Further, there are no other devices on the market today that can mimic the AutoPulse's unique mechanism of action and achieve its unprecedented clinical results.

Feel free to contact me directly by calling 978-421-9735 should you have any questions or need additional information.

Best regards,

Blake A. Cerullo
Director of Market Development

RESOLUTION NO. 014-17

Freedom Fireworks Celebration License Agreement - P/R

RESOLUTION NO. _____

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

WHEREAS, the City desires to use a portion of the Opelika High School campus for the 2017 Freedom Celebration Fireworks Exhibition and Display; and

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

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

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

1. That the attached License Agreement to be entered into between the City and Opelika City of Board of Education is hereby approved, authorized, ratified and confirmed.
2. That the Mayor is hereby authorized to execute and deliver said License Agreement in the name and on behalf of the City.
3. That the officers of the City and any persons designated and authorized by any officers of the City to act in the name and on behalf of the City, or any one or more of them, are authorized to do or cause to be done or performed in the name and on behalf of the City such other acts and to execute and deliver or cause to be executed and delivered in the name and on behalf of the City such other notices, certificates, assurances, other instruments or communications under the seal of the City, or otherwise, as they or any of them deem necessary or advisable or appropriate in order to carry into effect the provisions of this Resolution and the attached License Agreement.
4. That this Resolution shall take effect upon its passage and adoption by the City

Council.

ADOPTED AND APPROVED this the ____ day of _____, 2017.

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

ATTEST:

CITY CLERK

LICENSE AGREEMENT FOR FIREWORKS EXHIBITION AND DISPLAY

THIS LICENSE AGREEMENT is entered into this the _____ day of _____, 2017, by and between OPELIKA CITY BOARD OF EDUCATION, sometimes referred to hereinafter as the “Board”, and the CITY OF OPELIKA, ALABAMA, a municipal corporation, sometimes referred to hereinafter as the “City”.

RECITALS

WHEREAS, the City desires to use a portion of the Opelika High School Campus for the 2017 Freedom Celebration fireworks exhibition and display (the “events”); and

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

AGREEMENT

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

1. Grant of License. The Board hereby grants the City, upon the terms and conditions hereinafter expressed, a license to use those areas of the campus described in Exhibit “A” hereto, (the “Authorized Areas”) including rights of ingress and egress for the City’s Independence Day exhibition and display to be held on July 3, 2017. The City and its contractor may begin setup July 3, 2017. The City shall employ a licensed pyrotechnic operator to supervise, manage and direct the discharge of outdoor display fireworks.

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

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

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

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

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

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

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

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

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

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

OPELIKA CITY BOARD OF EDUCATION

BY: _____
IT'S SUPERINTENDANT

DATE: _____

CITY OF OPELIKA, ALABAMA

BY: _____
IT'S MAYOR

DATE: _____

RESOLUTION NO. 015-17

Request for a Downtown Bike Race on Feb. 26, 2017.

RESOLUTION NO. _____

**RESOLUTION APPROVING REQUEST TO HOLD ROAD
BICYCLE RACE IN DOWNTOWN OPELIKA ON February 26, 2017**

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

WHEREAS, Jacob Schwyn of the Auburn University Cycling Team in cooperation with Topview Sports has requested permission to organize a road bicycle race in downtown Opelika on February 26, 2017; and

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

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

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

1. That the request submitted by Jacob Schwyn of the Auburn University Cycling Team, to organize and hold a road bicycle race in downtown Opelika on Sunday, February 26, 2017 is hereby approved subject to the following conditions: (a) that the organizer/sponsor of said event shall execute and deliver to the City an Indemnification Agreement satisfactory to the City Attorney, (b) the organizer/sponsor shall purchase and maintain during the event commercial general liability insurance with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate with the City named as an additional insured and shall provide the City certificates of insurance demonstrating that the above insurance requirements have been met.
2. That the Mayor, City Engineer and Director of Public Works and their designees are hereby authorized and directed to temporarily close portions of certain City streets

designated per the attached route map on February 26, 2017 from 8:00 a.m. until 4:00 p.m.

ADOPTED AND APPROVED this the _____ day of _____, 2017.

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

ATTEST:

CITY CLERK

Shuman, Robert

From: Shuman, Robert
Sent: Thursday, January 12, 2017 7:51 AM
To: Hilyer, Michael J.; McEachern, John; Prather, Byron
Cc: Fuller, Gary; Eddie Smith, President City Council, Ward 4 (esmith@auburnbank.com); Motley, Joey
Subject: City of Opelika / cycling race in Downtown Opelika on 2-26-17

FYI - see emails below. I will schedule this for the 1/17 CM agenda unless I hear objections. Please mark your calendars for this event and date. Last year this bike race was on three blocks on N. RR Ave. and 1st Ave. Thanks to all. - Bob.

R. G. 'Bob' Shuman, CMC
 Opelika City Clerk – Treasurer

From: Pam Powers-Smith [mailto:director@opelikamainstreet.org]
Sent: Wednesday, January 11, 2017 5:18 PM
To: Shuman, Robert <RShuman@opelika-al.gov>
Subject: Fwd: City of Opelika / cycling race in Downtown Opelika

Hello Mr. Shuman!

I'm trying to wrap up this last thing with Main Street for the board and help facilitate until a new person gets in place in the next two weeks. I found the below email from last year and just wanted to let you know that the cycling team would once again like to host the race in downtown Opelika. There will be no changes, we had no issues last year and Main Street is ok with the date of February 26. Board members have met with the new President of their group to go over all the requirements from our end. So I'm now turning this over to you to let them know what their requirements would be from the city if the city will allow it again. I didn't want to just copy and paste below. The new person's email is jds0056@tigermail.auburn.edu and his name is Jacob Schwyn.

Let me know how I can help. Thanks, Pam

Opelika Main Street, Inc.
334.745.0466
PO Box 2464 - Opelika, AL 36803
Sign up for emails! www.OpelikaMainStreet.org
Like us! www.Facebook.com/OpelikaMainStreet

----- Forwarded message -----

From: Pam Powers-Smith <director@opelikamainstreet.org>
Date: Wed, Dec 30, 2015 at 5:51 PM
Subject: Re: City of Opelika / cycling race in Downtown Opelika
To: "Shuman, Robert" <RShuman@opelika-al.gov>

Attachment: CM 1-17-17, request for downtown bike race (015-17 : Request for a Downtown Bike Race on Feb. 26, 2017.)

He has emailed me and we are corresponding. I'll keep you in the loop if he moves forward. Thanks,
Pam

Opelika Main Street, Inc.
Director, Pam Powers-Smith
[334.745.0466](tel:334.745.0466)
PO Box 2464 - Opelika, AL 36803
Sign up for emails! www.OpelikaMainStreet.org
Like us! www.Facebook.com/OpelikaMainStreet

On Wed, Dec 30, 2015 at 12:54 PM, Shuman, Robert <RShuman@opelika-al.gov> wrote:

Mr. Spence - good afternoon. Thanks for your interest in conducting a Bike Race in February 2016 in downtown Opelika. Listed below are the various steps that are required for such an event.

1. Opelika Main Street (OMS) must first approve your request since you are wanting to use downtown Opelika. Pam Powers-Smith ([334-745-0466](tel:334-745-0466)) is the Executive Director of OMS and I have copied her on this email
- so she will know of your request. Please contact Pam Power-Smith ASAP to make sure your target dates are available on the Opelika Main Street calendar.
2. Your formal request should include the name of the organization sponsoring said event, name of event, date(s) of event, start & stop times, estimated number of participants and a detail route map showing where barricades are needed.
3. Once I get the OK from Opelika Main Street, I will forward your formal request including route map to Mayor Fuller & his safety staff to make sure they can support your request.
4. The sponsoring organization must sign an Indemnification Agreement satisfactory to our City Attorney and provide a certificate of commercial general liability insurance with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate with the City of Opelika, Alabama named as an additional insured
5. After I get the Mayor's OK, a signed Indemnity Agreement and the Certificate of Insurance, I will prepare a Resolution and schedule it on a city council meeting agenda for approval by the city council. The city

council only meets on the 1st and 3rd Tuesday of each month, so you need to act quickly on these requirements to get approval of your request in enough time for you to advertise your event on Feb 27-28.

Should you have any questions give me a call or email.

R. G. 'Bob' Shuman, CMC
 Opelika City Clerk – Treasurer
[334-705-5110](tel:334-705-5110)

-----Original Message-----

From: Nathan Spence [mailto:nathan.r.spence@gmail.com]

Sent: Wednesday, December 30, 2015 10:37 AM

To: Shuman, Robert <RShuman@opelika-al.gov>

Cc: wisejoe@auburn.edu; Jacob Schwyn <jds0056@auburn.edu>; Mark Gomez <mpg0010@tigermail.auburn.edu>; Luke Caldwell <lukecaldwell@gmail.com>

Subject: Cycling Race in Downtown Opelika

Attachment: CM 1-17-17, request for downtown bike race (015-17 : Request for a Downtown Bike Race on Feb. 26, 2017.)

Robert,

I am the outgoing president of the Auburn Club Cycling team, and we are hosting a collegiate race February 27-28. This is very exciting for us because we will be able to show off how awesome the Auburn/Opelika area is for cycling!

We originally wanted to have our criterium race around the stadium, but we can't do that anymore because there are baseball and softball games on Saturday and Sunday. So, our next option is downtown Opelika. I raced the Rail City Criterium in 2014, and I loved it. I really liked the course, and I love downtown Opelika too.

I talked to Grant Chaffin and he said that you were the person that I needed to get in touch with to get the ball rolling. We would prefer to use the same course that was used in the past, and have a similar setup with police and road closures. I think this should simplify the process of getting everything ready.

I am not in Auburn because of Christmas break, but I will be returning on January 6 (a week from today). I would love to get this rolling as quickly as possible if you think that the course is an option for us. Let me know if you have any questions, and let me know what I need to do next!

Sincerely,
Nathan Spence
nathan.r.spence@gmail.com
[256.572.7987](tel:256.572.7987)

Attachment: CM 1-17-17, request for downtown bike race (015-17 : Request for a Downtown Bike Race on Feb. 26, 2017.)

Shuman, Robert

Subject: City of Opelika / cycling race in Downtown Opelika

From: Jacob Schwyn [mailto:jds0056@tigermail.auburn.edu]
Sent: Thursday, January 12, 2017 10:13 AM
To: Shuman, Robert <RShuman@opelika-al.gov>
Cc: Tim Molyneaux <tim@topviewsports.com>; Mark Gomez <mpg0010@tigermail.auburn.edu>; Zachary Lee <zel0002@tigermail.auburn.edu>; Pam Powers-Smith <director@opelikamainstreet.org>
Subject: Re: City of Opelika / cycling race in Downtown Opelika

Mr. Shuman,

We are happy about the opportunity to host another race in the City of Opelika! Here are the details you have requested:

Race Organizer: Tim Molyneaux (I have copied him on this email)

Date and Time: Feb 26, 2017. The first race will start at 8am and the last race will finish around 4pm.

Route: Same as last year. We will start on 1st Ave., take 2 left turns onto N. Railroad Ave., left on N. 7th St., and then back left on 1st Ave. (I will provide a map attached with this email)

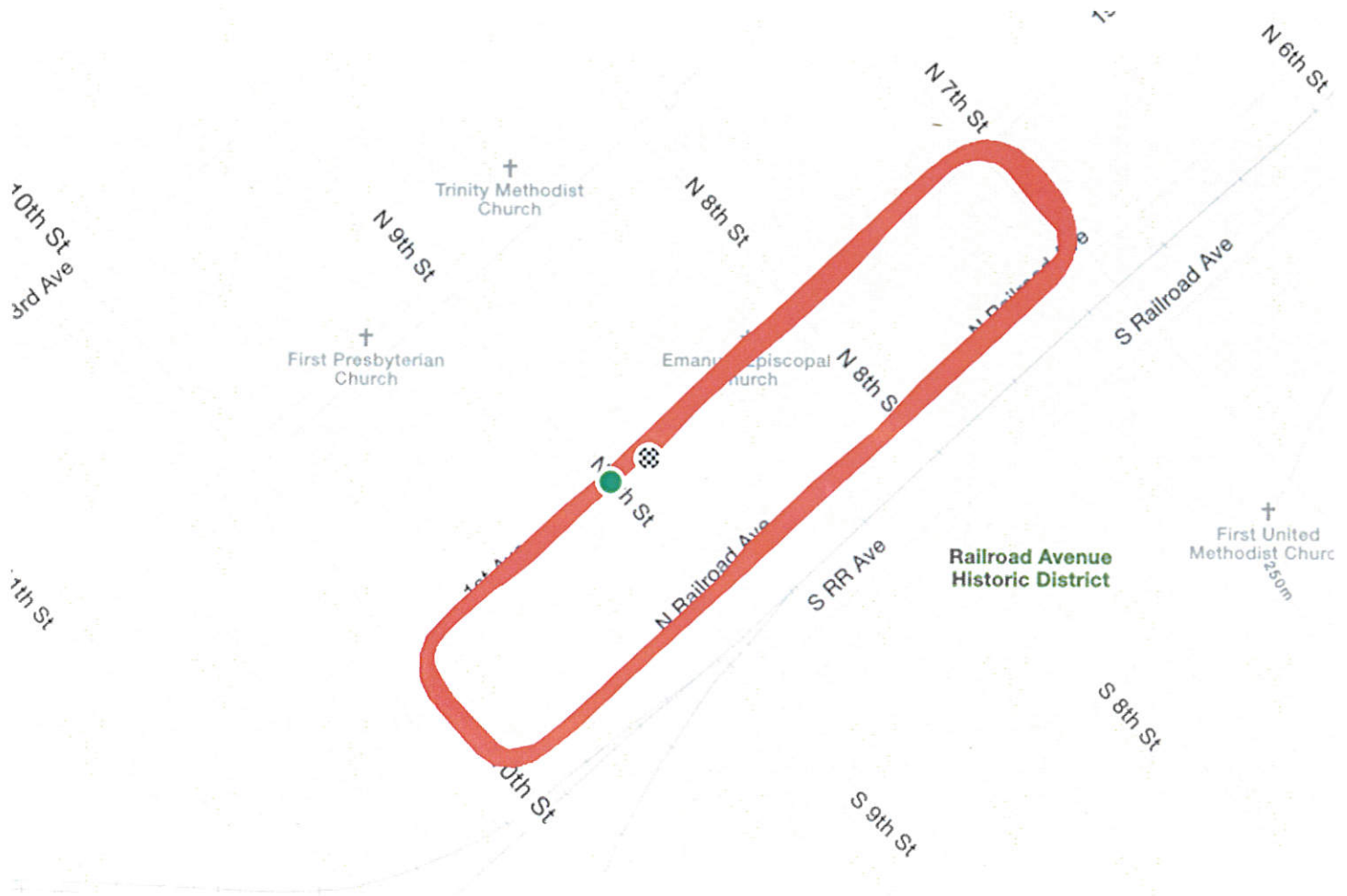
of Barricades: Pam informed us at an earlier meeting this week that we will need 6 barricades with two volunteers at each barricades at all times. (She will provide me with exact locations)

of Participants: Last year we had ~200 racing, and maybe 50-75 spectators. We expect it to be bigger this year since everyone enjoyed it so much, so we can see 230-250 racing this year.

Please let me know if I have left anything out and I will get it to you ASAP.

Thanks!

Attachment: CM 1-17-17, bike race request - route map (015-17 : Request for a Downtown Bike Race on Feb. 26, 2017.)



Jacob Schwyn
 Junior | Auburn University
 Industrial and Systems Engineering
 President | Auburn Club Cycling
jds0056@tigermail.auburn.edu
 cell: 256.283.4778

RESOLUTION NO. 016-17

Tax Abatements for Red Clay Brewing Company, LLC

RESOLUTION NO. _____

RESOLUTION APPROVING CERTAIN TAX ABATEMENTS
AND EXEMPTIONS FOR RED CLAY BREWING COMPANY, LLC

WHEREAS, Red Clay Brewing Company, LLC (“Red Clay”) has announced plans for a major addition (an addition that equals 30% or more of the original cost of the industrial development property) to its existing facility (the “Facility” or “Project”) located at 704 N. Railroad Avenue; and

WHEREAS, Red Clay is a micro-brewery that manufactures, blends, ferments, processes and packages beer for consumption; and

WHEREAS, the Project will require capital contributions by Red Clay to expand its production of beer at the Facility; and

WHEREAS, the Project will consist of new additions to the existing building and the acquisition and installation of new manufacturing machinery and other new personal property at the Facility; and

WHEREAS, the Project will require a capital investment by Red Clay within the City of Opelika, Alabama (the “City”) of approximately one hundred one thousand, eight hundred and eighty two dollars (\$101,882.00) and is expected to result in the creation of one (1) new job; and

WHEREAS, the Project is estimated to be placed in service by April 1, 2017; and

WHEREAS, the Project will be operated by Red Clay as an “industrial or research enterprise” as defined under Alabama Code §40-9B-3(a)(10); and

WHEREAS, Red Clay’s NAICS Code 312120 meets the qualifications of an industrial or research enterprise in accordance with §40-9B-3(6), *Code of Alabama*, as amended; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1, et seq, *Code of Alabama*, 1975) (the “Act”), Red Clay has requested from the City the abatement of (a) all state and local non-education ad valorem taxes (property taxes) for a period of ten (10) years; and (b) all construction related transaction taxes (sales and use taxes), except those construction related transaction taxes levied for educational purposes or for capital improvements for education; and

WHEREAS, the City has considered the request of Red Clay and its completed form CO:CAA Application to Local Abatement Authority for Abatement of Taxes filed by Red Clay with the City in connection with its request (the “Abatement Application”); and

WHEREAS, the City has found the information contained in the Abatement Application to be sufficient to permit the City to make a reasonable cost/benefit analysis of the proposed Project and to determine the economic benefits to the community; and

WHEREAS, according to the Abatement Application, the Project will require an initial capital investment of approximately one hundred one thousand, eight hundred and eighty-two dollars (\$101,882.00) which includes the new building improvements to the existing building and the acquisition of new manufacturing machinery and new personal property to be purchased and installed at the Facility and related costs; and

WHEREAS, the City Council has been furnished a copy of a Tax Abatement Agreement (the “Abatement Agreement”) by and between the City and Red Clay and the City Council has determined that the general terms of such Abatement Agreement are acceptable to the City in principle; and

WHEREAS, Red Clay is duly qualified to do business in the State of Alabama and has power to enter into and to perform and observe the agreements and covenants on its part contained in the Abatement Agreement; and

WHEREAS, the City represents and warrants to Red Clay that the City has the power under the Constitution and the laws of the State of Alabama (including particularly the provisions of the Act) to carry out the provisions of the Abatement Agreement; and

WHEREAS, the City wishes to secure the numerous and significant benefits to the City, its business community and residents that will likely result from the Project.

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

1. Approval is hereby given to the Abatement Application of Red Clay and abatement is hereby authorized of (1) all state and local non-educational property taxes for a period of ten (10) years; and (2) all construction-related transactions (sales and use) taxes, except those construction-related transaction taxes levied for educational purposes or for capital improvements for education.
- 2, The abatements and exemptions granted herein do not include any ad valorem

taxes earmarked for city and county schools and school district purposes. The tax abatements and exemptions for ad valorem taxes under paragraph 1 shall not exceed the maximum abatement allowed by state law.

3. The Mayor and the City Clerk are hereby authorized and directed to execute the Tax Abatement Agreement with Red Clay and such other ancillary documents and agreements as may be necessary to provide the abatements and exemptions granted in paragraph 1 above.

4. A certified copy of this resolution, with Application and Abatement Agreement, shall be forwarded to Red Clay to deliver to the appropriate taxing authorities and to the Alabama Department of Revenue in accordance with the Act.

5. The officers of the City and any person or persons designated and authorized by any officers of the City to act in the name and on behalf of the City, or any one or more of them, are authorized to do or cause to be done or performed in the name and on behalf of the City such other acts and to execute and deliver or caused to be executed and delivered in the name and on behalf of the City such other notices, certificates, assurances, 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.

6. This resolution shall take effect upon passage and adoption by the City Council.

ADOPTED AND APPROVED this the _____ day of _____, 2017.

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

ATTEST:

CITY CLERK

RESOLUTION NO. 017-17

Special Appropriation to the Opelika School System / OHS Theatre Society.**RESOLUTION NO. _____**

WHEREAS, Mayor Fuller and the Opelika City Council appreciates and fully supports the various activities and programs of the Opelika School System, and

WHEREAS, the Opelika High Theatre Society won “Best of Show” at the State Trumbauer competition and now has the opportunity to represent Opelika and the State of Alabama at the 2017 Southeastern Theatre Conference (SETC) in Lexington Kentucky, and

WHEREAS, the City Council members have agreed to contribute \$5,000.00 from their respective discretionary current year account or reserve fund to assist in covering the cost of the Opelika High Theatre Society attending the SETC.

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

1. That the City Council approves said request to provide a total of \$5,000.00 to the Opelika School System to assist the Opelika High Theatre Society in attending the 2017 Southeastern Theatre Conference (SETC).
2. That City Council members wish to provide \$5,000.00 from their discretionary funds as detailed below with said funds to be used as explained in No. 1 above:

Patricia Jones	Ward 1	Reserve fund	\$1,000.00
Tiffany Pitts	Ward 2	Current year	\$1,000.00
Dozier Smith T	Ward 3	Reserve fund	\$1,000.00
Eddie Smith	Ward 4	Reserve fund	\$1,000.00
David Canon	Ward 5	Reserve fund	\$1,000.00

3. That the City Council hereby declares and determines that the expenditure of these
public funds will serve a public purpose for the City of Opelika.
4. The Mayor and the Controller is hereby authorized and directed to make a budget adjustment for \$5,000.00 from the various accounts/funds as detailed

in No. 1. above to the appropriate account(s).

5. The City Clerk-Treasurer is hereby authorized and directed to prepare the appropriate documents so that a check for \$5,000.00 can be prepared payable to Opelika School System and earmarked for the High School Theatre Society.

APPROVED and ADOPTED this the ____ day of _____, 2017.

C. E. "Eddie" Smith, Jr.

President of the City Council

City of Opelika, Alabama

Attest:

Robert G. Shuman, CMC

City Clerk - Treasurer

RESOLUTION NO. 018-17

Add Job Classification of Tumbling Director & Eliminate One P/R Center Asst. Position - P/R

RESOLUTION NO. _____

**RESOLUTION ADDING THE JOB CLASSIFICATION OF PARKS AND
RECREATION TUMBLING DIRECTOR AND ELIIMINATING ONE
POSITION OF PARKS AND RECREATION CENTER ASSISTANT**

WHEREAS, the Mayor has submitted his recommendation to the City Council to authorize the new job classification of Parks and Recreation Tumbling Director and to eliminate one of three (3) authorized and funded positions of Parks and Recreation Center Assistant in the Parks and Recreation Department.

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

1. That the new classified position of Parks and Recreation Tumbling Director at pay grade 11 is hereby approved and authorized by the City Council.
2. That the job description of Parks and Recreation Tumbling Director, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, is hereby approved by the City Council.
3. That one (1) position of Parks and Recreation Center Assistant at pay grade 9 is hereby eliminated. The number of authorized positions of Parks and Recreation Center Assistant is hereby reduced from three (3) to two (2).
4. That the Director of Parks and Recreation Department is hereby authorized and directed to modify the organizational chart of the Parks and Recreation Department to implement

the changes in personnel as contemplated by this Resolution.

5. That the Mayor and the Controller are authorized to make the appropriate budget adjustments to implement this Resolution.

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

ADOPTED AND APPROVED this the _____ day of _____, 2017.

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

ATTEST:

CITY CLERK

CITY OF OPELIKA
POSITION DESCRIPTION

TITLE: PARKS & RECREATION TUMBLING DIRECTOR

GENERAL DESCRIPTION

The essential function of the position within the organization is to plan, organize, teach and promote the Tumbling Program of the Opelika Parks & Recreation Department. Position is responsible for the safety of all staff and patrons of the Tumbling Program. Position is responsible for the budgeting of tumbling requirements. Position is responsible for identifying all equipment needs and equipment maintenance in the Tumbling Program. Position will directly oversee all aspects of the Tumbling Program. Position works directly under the supervision of the Parks and Recreation Area Manager of Denson Center and or his designee.

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

Designs and continually updates the tumbling program that meets the needs of all ages and skill levels of tumbling in the City of Opelika.

Promotes and grow the Tumbling Program for the Opelika Parks and Recreation Department.

Oversees and emphasizes all safety aspects of the program.

Work closely and coordinates with all Recreation employees to achieve the goals of tumbling and the recreation department.

Hires and trains tumbling instructors that will teach/coach in the tumbling program.

Ensures employees, under supervision, are trained in safety and that all are qualified with the appropriate skills. Ensures all employees, under supervision are certified to teach tumbling.

Assists staff with registration for all classes.

DATA RESPONSIBILITY: *Data refers to information, knowledge, and conceptions obtained by observation, investigation, interpretation, visualization, and mental creation. Data is at times intangible and includes 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 chemicals, machinery, mechanical tools, cleaning equipment and tumbling equipment.

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

Requires 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 percents.

COMMUNICATIONS REQUIREMENTS: *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 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, 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.*

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.*

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

BS degree desired, but education and experience will be reviewed to ascertain appropriate skill level. Experience in the directing of a tumbling program may be approved in lieu of an advanced degree, 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*

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.*

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 heavy work involving standing, walking, or running. Exerting force necessary to accomplish and train students in tumbling routines. Must be physically capable of teaching tumbling to students of all ages. 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.

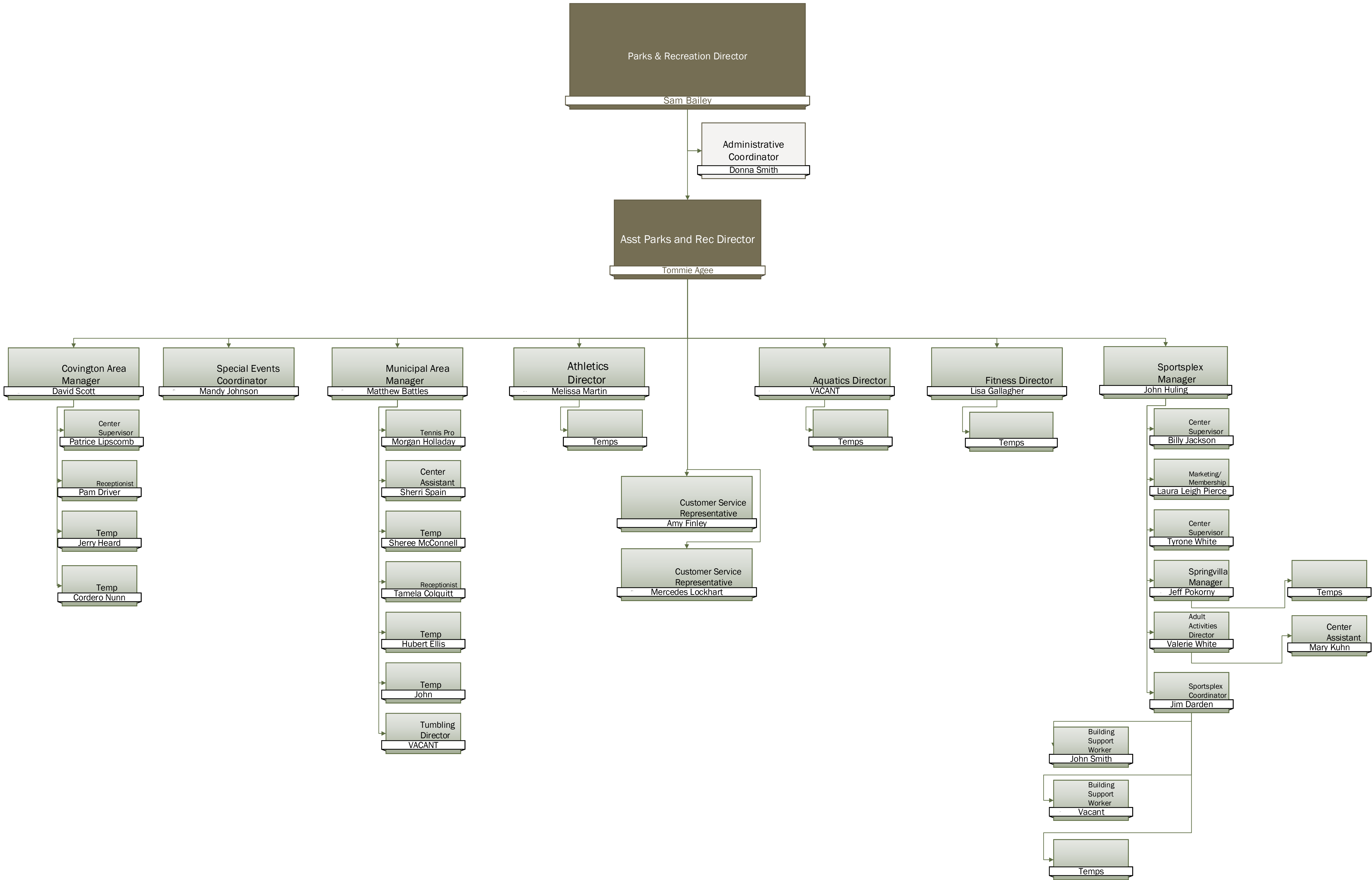
UNAVOIDABLE HAZARDS: *Unavoidable hazards refers to unusual conditions in the work environment that may cause illness or injury.*

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.

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.

OPELIKA PARKS AND RECREATION



RESOLUTION NO. 019-17

Create Part-Time Code Compliance Officer Position - REV**RESOLUTION NO. _____****RESOLUTION CREATING A NEW PART-TIME POSITION OF CODE COMPLIANCE OFFICER IN THE REVENUE DEPARTMENT**

WHEREAS, the Mayor has submitted his recommendation to the City Council to authorize the new part-time position of Code Compliance Officer in the Revenue Department and to amend the organizational chart of the Revenue Department of the City of Opelika.

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

1. That the new part-time position of Code Compliance Officer at pay grade 17 in the Revenue Department is hereby authorized and approved by the City Council. The new position shall be in addition to the two (2) classified (full-time) positions of Code Compliance Officer. The person appointed to fill the new position shall have the same qualifications and shall perform the same job duties and functions as the classified Code Compliance Officers, except that such employee shall work on a part-time basis.

2. Any person who holds the part-time position of Code Compliance Officer shall be scheduled to work twenty-nine (29) hours or less per week and will not be eligible to participate in any City provided benefits, except as required by law.

3. The Purchasing-Revenue Manager is hereby authorized and directed to modify the organizational chart of the Revenue Department to implement the changes in personnel as contemplated by this Resolution.

4. That the Mayor and Controller are hereby authorized to make the appropriate budget adjustments to implement this Resolution.

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

ADOPTED AND APPROVED this the _____ day of _____, 2017.

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

ATTEST:

CITY CLERK

**CITY OF OPELIKA
POSITION DESCRIPTION**

TITLE: Codes Compliance Officer

GENERAL DESCRIPTION

The essential function of the position within the organization is to enforce City of Opelika revenue laws and ordinances and to ensure code compliance. The position is responsible for examining and evaluating business licenses, permits and taxes for compliance; serving as backup for other departmental personnel; assisting with audits and prosecution for unpaid taxes; and related clerical tasks. This position also is responsible for related inspections, processing license permit applications, and preparing reports. The position works under general supervision independently developing work methods and sequences.

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

Patrols streets throughout the City to inspect construction and job sites to check to make sure contractors have the appropriate business licenses.

Calls on City businesses to check for violations of business licenses, occupational and sales taxes, delivery licenses, or building permits.

Examines and evaluates business licenses, permits, and taxes paid to the City to ensure compliance with City laws and ordinances.

Provides suggestions on corrective action to non-compliant business owners, issues citations, or initiates court action as required; performs follow-up evaluations to ensure compliance.

Checks business classifications for possible non-compliant business activity.

Makes departmental bank deposits and gets change; collects on unpaid bills and bad checks from City businesses.

Assists and train Revenue Assistants as needed in collecting fees for business licenses, permits, and tax payments.

Assists with audits for unpaid taxes, providing necessary information/data.

Appears and testifies in Municipal Court regarding cases in violation of City ordinances.

Stays abreast of changes in local, state and federal laws, ordinances, and procedures pertaining to the area of responsibility.

Process alcoholic beverage application requests for City Council Approval.

Process refund requests.

Performs inspections, investigations, and enforces compliance with applicable City ordinances and codes, and the Zoning Ordinance, Chapter 14 License and Taxation.

Enforces Weed Ordinance and works with weed abatement contractor to ensure compliance with the ordinance. Determines area to be cut and negotiates cutting costs with contractor.

Municipal Codes Compliance Officer

Checks for compliance for conditions on conditional use permits, as directed by Planning Department, resolves non-compliance issues, and/or issues warning letters and citations to violators; performs follow-up inspections to ensure implementation of corrective measures.

Inspects permitted and non-permitted installed signage within the City limits for ordinance compliance; takes corrective action as required, including removal of signage.

Performs clerical tasks such as preparing citations or correspondence, telephoning, maintaining records, or prepare and disburse routine reports to city departments.

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.*

Persuades or influences others in favor of a service, course of action, or point of view.

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

Handles or uses machines, tools, equipment or work aids involving some latitude for judgment regarding attainment of a standard or in selecting appropriate items such as standard office equipment.

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

Requires responsibility and opportunity for achieving moderate economies and/or preventing moderate losses through the management or handling of supplies of high value or moderate amounts of money.

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

Uses basic algebra calculating variables and formulas, and/or basic geometry, calculating plane and solid figures; may compute discounts, interest, ratios and proportions, and percentages.

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

Reads professional publications; composes reports; speaks formally to groups 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 coordinating work involving guidelines and rules with constant problem solving; requires continuous, close attention for accurate results or frequent exposure to unusual pressure.

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

Created September 2015

Municipal Codes Compliance Officer

Requires decision-making as a major part of the job, affecting a major segment of the organization and the general public; works in a dynamic environment 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 serious impact - affects work unit and may affect other units or citizens.

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

Requires associate's degree or the equivalent of two years of college or specialized vocational training in revenue, business administration, ordinances, tax laws, or a closely 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 State of Alabama Driver's License.

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 three years of related revenue, tax collections, codes enforcement, and/or related 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 work involving standing or walking some of the time, exerting up to 20 pounds of force on a regular basis, and moderate dexterity in operating machinery, tools, or office equipment.

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

Requires some responsibility for safety and health of others and/or for occasional enforcement of the standards of public safety or health.

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, and traffic.

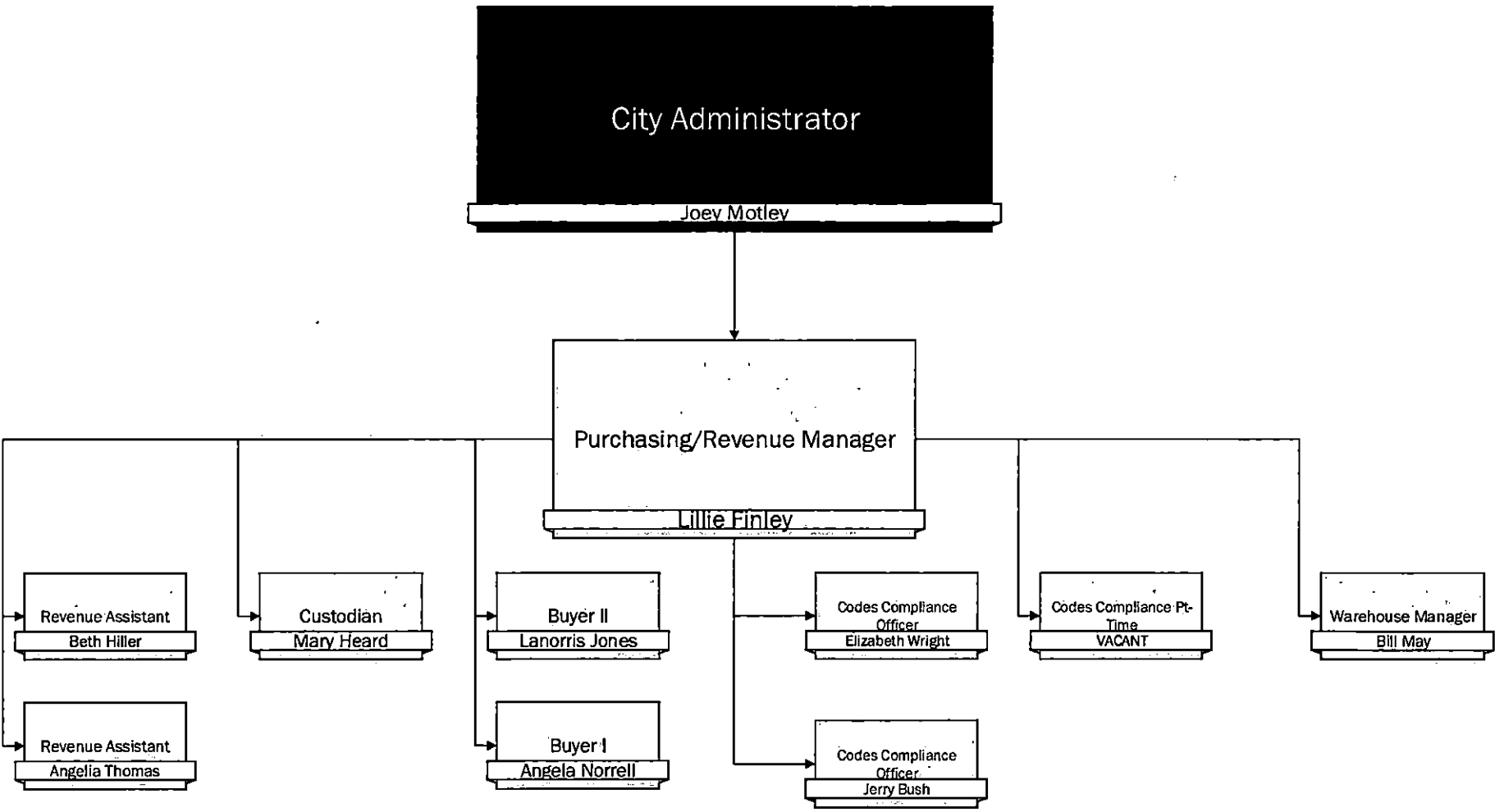
SENSORY (ADA) REQUIREMENTS: *Sensory requirements refers to hearing, sight, touch, taste, and smell necessary to perform the tasks required by the position efficiently.*

The position requires normal visual acuity and field of vision, hearing, and speaking.

AMERICANS WITH DISABILITIES ACT COMPLIANCE

Municipal Codes Compliance Officer

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.



RESOLUTION NO. 020-17

Engagement Letter with Bradley Arant Boult Cummings LLP

RESOLUTION NO. _____

RESOLUTION AUTHORIZING ENGAGEMENT LETTER**WITH BRADLEY ARANT BOULT CUMMINGS LLP**

WHEREAS, the City of Opelika, Alabama (the “City”) desires to introduce for Legislative consideration a local bill that would allow Opelika Power Services (“OPS”) to offer cable television, ultra-high speed Internet and telephone service throughout Lee County; and

WHEREAS, W. Stanley Gregory, a partner with the law firm of Bradley Arant Boult Cummings, LLP has extensive experience in governmental affairs; and

WHEREAS, his governmental affairs work includes the preparation of bills for introduction in the Alabama Legislature; and

WHEREAS, W. Stanley Gregory possesses the required skills and expertise to assist the City in drafting a local bill; and

WHEREAS, the City desires to engage Bradley Arant Boult Cummings to represent the City in connection with the preparation of certain legislation anticipated to be introduced for consideration by the Legislature of Alabama; and

WHEREAS, a proposed Engagement Letter to be entered into between the City and Bradley Arant Boult Cummings, 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 Bradley Arant Boulton Cummings, 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 Bradley Arant Boulton Cummings, 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.

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

ADOPTED AND APPROVED this the _____ day of _____, 2017.

PRESIDENT OF THE CITY COUNCIL
OF THE CITY OF OPELIKA

ATTEST:

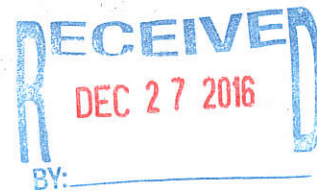
CITY CLERK



Bradley Arant Boult Cummings LLP

December 20, 2016

City of Opelika, Alabama
Attention: Mayor Gary Fuller
Post Office Box 390
Opelika, Alabama 36803



Re: *City of Opelika Power Services in Lee County*

Dear Mayor Fuller:

Thank you for asking Bradley Arant Boult Cummings LLP ("Bradley") to represent the City of Opelika in connection with preparation by us of certain legislation anticipated to be introduced for consideration in the Legislature of Alabama respecting the City. This letter confirms our engagement and describes the basis on which we will provide our legal services. If at any time you have questions or there is some action on our part that will better suit your needs, please let us know. We want you to be fully satisfied with the legal services we provide.

Client. Our client in this matter will be the City of Opelika (the "City"). Unless we agree otherwise in writing, persons and entities sharing the City's interests will not be our clients.

Scope of Engagement. The scope of our engagement and duties will relate solely to drafting, and assistance in various aspects of the legislative process related thereto, of a local bill or bill for Legislative consideration that would allow Opelika Power Services to offer cable television, ultra-high-speed internet and telephone service throughout Lee County. Our acceptance of this engagement does not mean we represent the City or its interests in other matters. Any expansion of our scope of work in this matter, and any representation of the City in other matters, will be set forth in a separate letter or agreement. If we undertake to represent the City in other matters without specific terms of engagement, the terms of this letter will apply.

What we need from you. Please keep us informed of developments that may affect the work we are doing for the City. Also, we expect that the City will commit sufficient resources to meet the demands of the matter and be available to attend meetings and necessary legal proceedings. We expect that you will provide us all documents and other information necessary for us to perform our work for you that we request. We also ask that you promptly review and pay our invoices. Please feel free to ask us any questions you may have about our services or charges.

Advice about Possible Outcomes. During the course of our representation, we may advise you about various courses of action or results that might be obtained. That advice will

Attachment: LOCAL OPS BILL (020-17 : Engagement Letter with Bradley Arant)

be based on the information and circumstances known to us at the time. You should not regard our advice as a promise of what may happen in the future or a guarantee of future results.

Fees, Costs and Staffing. Our fees are based on hourly rates that vary depending on the lawyer or legal assistant involved. They are also subject to periodic adjustment. My hourly rate is currently \$425.00.

In addition to our legal fees, we will bill you for costs and expenses we incur on your behalf or in the course of our representation. These may include items such as document reproduction, computer-assisted research, delivery and courier services, filing fees, travel expenses and other costs reasonably incurred.

Invoicing and Payment for our Services. We expect to send our bills to you monthly. Unless you instruct otherwise, the billing address we use will be the same address used to send you this letter. Our bills are due upon receipt. If we are not promptly paid, we reserve the right to suspend further service to the City until such time as we reach a resolution regarding payment.

Digital Tools. We may find it useful to use or create digital tools in this representation. For example, we may allow you access to our computer system via an extranet or create databases for use in this matter. The use of certain of these tools may require you to sign additional documents to confirm responsibility for password protection and to address other appropriate concerns. We will not be required to maintain these tools beyond the termination of this engagement absent a written agreement to the contrary.

Conflicts of Interest. We have evaluated this engagement for conflicts of interest on the basis that we represent only the City in this matter. We are not presently aware of any conflicts.

As we have discussed, we are a large law firm that represents many other entities, companies and individuals in a variety of matters. It is possible that during the time we are representing you, some of our present or future clients may have transactions or disputes with the City. You have agreed that we may continue to represent or may undertake in the future to represent other clients in any matter not substantially related to our work for the City, even if the interests of such clients in those other matters are directly adverse to the City or a related entity, and even if such representations would be simultaneous. We agree, however, that the City's prospective consent to conflicting representations will not apply in an instance where, as the result of our representation of the City, we have obtained sensitive, proprietary or other confidential or non-public information that, if known to any such other client of ours, could be used in any such other matter by such other client to the City's material disadvantage, and if screening procedures and similar measures would be insufficient to protect and maintain the confidentiality of that information. Please know that, in similar engagement letters with many of our other clients, we have asked for similar agreements to preserve our ability to represent the City.

Termination of Engagement. The City may terminate our engagement at any time by written notice. Likewise, we may also terminate this engagement at any time by written notice, subject to applicable rules of professional conduct. In the event we terminate our representation,

we will take such steps as are reasonably practicable to protect your interests in the above matter, and you agree to take all steps necessary to free us of any obligation to perform further. The City will be responsible for our fees and expenses for our entire engagement, through and including any termination.

Conclusion of Representation; Retention and Disposition of Documents.

Unless previously terminated, our representation will conclude when we complete the specific services the City has retained us to perform. At your request, we will return the City's papers and property upon our receipt of final payment. We will retain our own files pertaining to the matter, including, for example, firm administrative records, internal lawyers' work product such as drafts, notes, internal memoranda and legal and factual research.

Please retain all documents that we send you in accordance with the City's own records retention practices. All documents we retain will be transferred to the person responsible for administering our records retention program at the end of our representation. Unless we agree otherwise, documents and other materials we retain may be destroyed or disposed of within a reasonable time after termination or conclusion of this engagement.

Post-Engagement Matters. You are engaging us to provide legal services in connection with a specific matter. After the matter concludes, we may inform you from time to time of developments and changes in the law that might interest you, by newsletter or otherwise. These communications, however, do not create a new attorney-client relationship.

After this matter is concluded, changes in law or circumstances may occur that could impact the City's future rights and liabilities. Unless we are specifically engaged to provide advice on matters arising in the future, we have no continuing obligation to advise the City with respect to future developments.

If the foregoing is satisfactory, please sign a copy of this letter and return it to me. While we prefer to have a signed copy of this letter in our file before beginning work on this matter, we will begin work earlier as circumstances require. Accordingly, our performance of services with your knowledge will be deemed your consent to the terms of the letter unless we hear from you to the contrary. We look forward to working with you and other representatives of the City on this matter.

BRADLEY ARANT BOULT CUMMINGS LLP

By: _____

W. Stanley Gregory

CITY OF OPELIKA, ALABAMA

By: _____

Gary Fuller, Mayor

Attachment: LOCAL OPS BILL (020-17 : Engagement Letter with Bradley Arant)