



OPELIKA CITY COUNCIL
“ REGULAR MEETING AGENDA “
204 South 7th Street
February 7, 2017
TIME: 7:00 PM

1. CALL TO ORDER
2. ROLL CALL
 1. Patricia Jones, Tiffany Gibson-Pitts, Dozier Smith T, David Canon, Eddie Smith
3. INVOCATION
 1. Mallory Dear from the East Alabama Youth for Christ.
4. PLEDGE OF ALLEGIANCE
 1. Amare Slaughter and Jonathan Buckalew, 5th graders at West Forrest Intermediate.
5. READING OF MINUTES
 1. Minutes from the 1-17-17 City Council Meeting.
6. UNFINISHED BUSINESS
7. REMARKS BY THE MAYOR
 1. Reappoint Lewis Cherry to the Planning Commission. The new term expires 2-15-23.
 2. Recognize Karen Bush & Conner Pruitt - AHSAA State Diving Champion..
 3. Recognize Revel Gholston & the OHS Theatre Group for Best in Show.
 4. Recognize Jacob Foxe as police officer of the 4th Quarter 2016.
8. CITIZEN COMMUNICATIONS (Limit comments to five minutes or less)
9. REPORT OF DISBURSEMENTS
10. COMMITTEE REPORTS
11. GENERAL BUSINESS
 1. Request by Prayer Force United for Walk on March 18Th.
 2. Request for 5K Make Your Move Run on 5-13-17.
 3. Request by Mr. Sunny's Food & Gas for a Retail Beer & Wine Off Premise License.
 4. Public Hearing, Amend Zoning Ord. & Map, 305 2Nd Avenue from C-2, GC to C-3, GC; 215 2Nd Avenue from C-3. GC to C-2, GC
 5. Public Hearing, Amend Zoning Ord. & Map, 1310 1St Avenue, from M-1 to R-4
 6. Pubic Hearing, new rates and charges for OPS.
 7. Request by Cottonseed Studios, temporary closure portion of 8th St. on 2/19.
12. AWARDING OF BIDS

13. RESOLUTIONS

1. Expense Reports from Various Departments.
2. Travel Advance for Animal Control School - OES.
3. Purchase - Two (2) 2017 Ford Police Interceptor AWD Utility Vehicles - PD
4. Agreement for Traffic Engineering Services for Signal Timing on Gateway Dr. - Eng.
5. Amend Project Agreement with Gambro - ED.
6. Appropriation Contract with the Child Advocacy Center.
7. Agreement with Condrey & Associates, Inc. for Salary Survey - H/R.
8. Agreement for Governmental Services with the Bloom Group, Inc.

14. ORDINANCES

1. Amend Zoning Ord & Map: 305 2Nd Avenue from C-2, GC to C-3, GC and 215 2Nd Avenue from C-3. GC to C-2, GC - 1St Reading.
2. Amend Zoning Ord & Map: 1310 1St Avenue, 19,000 Sf Lot, from M-1 to R-4 - 1St Reading.
3. Amend City Code, Sec 9.5, Food Vendors - 1St Reading.
4. Rates and Charges for OPS Residential Fiber Customers - 1St Reading.

15. APPOINTMENTS

1. Re-appoint Raven Harvis to the Board of Zoning Adjustments. The new term expires 2-11-20.

16. ADJOURN



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

CM MINUTES (ID # 2107)

Meeting: 02/07/17 07:00 PM
Department: City Clerk
Category: CM Minutes
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:

DOC ID: 2107

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



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 _____ 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 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

SCHEDULED

GENERAL BUSINESS (ID # 2108)

Meeting: 02/07/17 07:00 PM
Department: City Clerk
Category: Request / Temp Street Closure
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:
DOC ID: 2108

Request by Prayer Force United for Walk on March 18Th.

Shuman, Robert

From: Wendy Rajan <wendyrajan6@gmail.com>
Sent: Wednesday, January 25, 2017 10:49 AM
To: Shuman, Robert
Cc: donna Petrina
Subject: Prayer Force United Request

Mr. Shuman,

After further consideration, we would like to change the date on the request previously submitted for council approval for the Prayer Force United walk in the Antioch Community. We would like to change this particular walk to March 18th (previously scheduled for February 18th). Nothing else about the information previously submitted will change, only the date. We wanted to ensure that the walk we were communicating to the area would not change and with the date so close from the city council approval to the time of our walk we thought it was too tight for all in the community and for planning purposes by the police & fire departments.

In addition, we would like to submit for informational purposes only that we will hold our first PFU walk at Carver Primary School on February 18th. Since we will not be walking on any public streets, we should not need council approval but wanted to make everyone aware (fire department, police department, etc.) We would like to request a police presence at Carver Primary School if that is possible on Saturday morning from 10am-12pm on February 18th. We will be gathering at the Pavilion behind Covington Recreation Center before and after the Prayer Walk and have approved that with Mr. Scott.

Please let me know if you need anything from us to present to the City Council for our PFU Walk in the Antioch Community on March 18th and if there are any concerns for our walk at Carver Primary School on February 18th.

Thank you in advance for your help!

Prayer Force United Committee

Wendy Rajan (334-740-1924)

Donna Petrina (704-651-2633)

Attachment: CM 2-07-17, walk request, Prayer Force United (2108 : Request by Prayer Force United for Walk on March 18Th.)

Rec 1/19/17



- Organization: Prayer Force United
- Date: February 18, 2017
- Time: 10:30 – 11:30 AM
- Contact: Wendy Rajan 334-740-1924 / Donna Petrina 704-651-2633
- We are requesting a Police Escort to have an organized walk on the right side of the highlighted route. The Walk will start and end on Cherry Avenue adjacent to Covington Recreation Property.

(★) wendyrajan6@gmail.com



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 2109)

Meeting: 02/07/17 07:00 PM
Department: City Clerk
Category: Request / Temp Street Closure
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:

DOC ID: 2109

Request for 5K Make Your Move Run on 5-13-17.

Shuman, Robert

Subject: 2017 Make your Move 5K Royalty Run on Sat. May 13, 2017
Attachments: 2017.RunRegistration (1).pdf; 2017MYM.1Mile.jpg; 2017MYM.5K.JPG

From: Ley Jonathan [mailto:jonathan3619@yahoo.com]
Sent: Thursday, January 26, 2017 1:30 PM
To: Shuman, Robert <RShuman@opelika-al.gov>
Subject: 2017 Make your Move 5K Royalty Run on Sat. May 13, 2017

Mr. Shuman,

Good day. I am organizing the 2017 Make Your Move 5K Royalty Run, which will be held on Saturday, May 13th, 2017. I am requesting to start the approval process from the City of Opelika for said street run.

The set-up will be identical to last year's run. I attached the run routes and the registration form for reference. We do not anticipate the need to close any City of Opelika streets. The 5K run will begin at 0730 hrs. The 1-mile fun run will be contained to the private property parking lot of the USA Town Center. These runs are to promote physical fitness in the community, and the fundraising aspect will support the non-profit Make Your Move Booster Club to cover the dancers traveling expenses. In addition this year, 30% of all proceeds will be donated to the non-profit group, The Exceptional Foundation, which provides quality programs during the day to adults with disabilities.

Please communicate with me as needed via this email, jonathan3619@yahoo.com, and/or my cell phone, 334.319.1290.

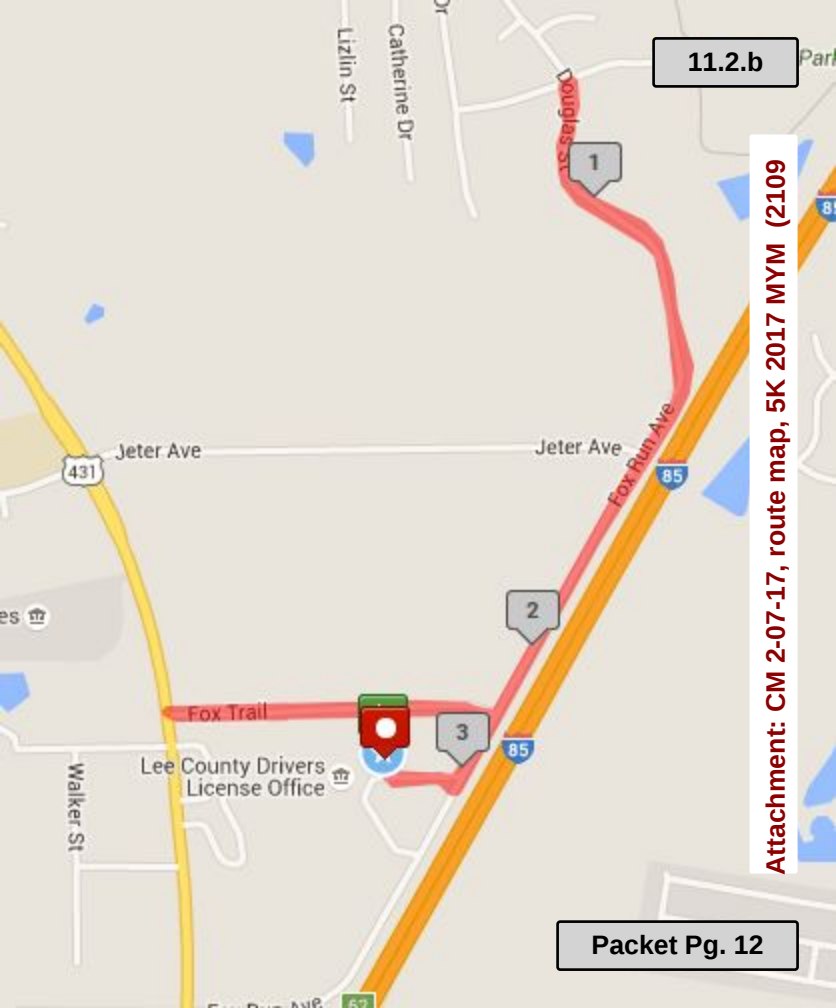
Respectfully submitted,

Jonathan Ley

Attachment: CM 2-07-17, request 2017 Make your Move 5K Royalty Run on Sat. May 13 (2109 : Request for 5K Make Your Move Run on 5-13-

11.2.b

Attachment: CM 2-07-17, route map, 5K 2017 MYM (2109



Packet Pg. 12

1 - MILE FUN RUN

3 LAPS

Asian Market

State of Alabama
Drivers License

1220 Fox Run Ave

Lewis Transportation
Service



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 02/07/17 07:00 PM
Department: Purchasing and Revenue
Category: Business & Alcohol License
Prepared By: Martha Wright

Initiator: Lillie Finley
Sponsors:

GENERAL BUSINESS (ID # 2111)

DOC ID: 2111

Request by Mr. Sunny's Food & Gas for a Retail Beer & Wine Off Premise License.



City Council

204 South 7th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 2083)

Meeting: 02/07/17 07:00 PM

Department: Planning

Category: Public Hearing

Prepared By: Marty Ogren

Initiator: Charles Mosley

Sponsors:

DOC ID: 2083

Public Hearing, Amend Zoning Ord. & Map, 305 2Nd Avenue from C-2, GC to C-3, GC; 215 2Nd Avenue from C-3. GC to C-2, GC

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Opelika will hold a Public Hearing on Tuesday, February 7, 2017, at 7:00 p.m. in the City Council Chambers of the Municipal Building, 204 S. 7th Street, Opelika, Lee County, Alabama.

PURPOSE

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

ORDINANCE NO. _____

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

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

Section 1. That Ordinance 124-91 entitled "Zoning Ordinance City of Opelika, Alabama", adopted on September 17, 1991, and the Zoning Map of the City of Opelika provided for and referred to therein, as previously amended and/or modified, be and the same is hereby amended by rezoning or redistricting the parcels of land hereinafter in this section described, so as to change such parcels from one class of district to another class of district as follows, to-wit:

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

PARCEL ONE

Commencing at the South Corner of the rectangle formed by the intersection of Second Avenue and Third Street, and run thence in a Southwesterly direction along the Southeasterly margin of Second Avenue 100 feet; run thence in a Southeasterly direction, parallel to Third Street for a distance of 120 feet; run thence in a Northeasterly direction parallel to Second Avenue for a distance of 100 feet, more or less, to the Southwesterly margin of Third Street; run thence in a Northwesterly direction along the Southwesterly margin of Third Street for a distance of 120 feet to the point of beginning. Being a part of Lot 3-A of Block 37 as shown by Totten's Official Real Estate Map of Opelika, Alabama, 1930.

PARCEL TWO

One lot in the City of Opelika, in Lee County, Alabama, containing one-half acre, more or less, more particularly described as follows: The Southwest half of Lot No. Three (3) in Block Thirty-Seven (37), according to the Grant Survey, said Southwest half of Lot Three (3) being described as follows: Beginning at a point on the Southeast side of Second Avenue, 100 feet Southwesterly from the South corner of the rectangle formed by the intersection of Second Avenue and Third Street, and running thence Southwesterly, along the said Southeast side of Second Avenue, a distance of 100 feet; thence in a Southeasterly direction, at right angles, to said Second Avenue and parallel with said Third Street, 190 feet; thence in a Northeasterly direction, at right angles with said Third Street and parallel with Second Avenue, a distance of 100 feet; thence in a Northwesterly direction, at right angles with said Second Avenue and parallel with said Third Street, a distance of 190 feet to the beginning point, together with all improvements and fixtures situated thereon. The lot hereby conveyed fronts 100 feet on Second Avenue and runs back of uniform width, a distance of 190 feet, together with all improvements and fixtures situated thereon.

The above-described parcels of land are further described as 305 Second Avenue, Opelika, Alabama.

(b) From a C-3, GC District (General Commercial, Gateway Corridor Overlay District) to a C-2, GC District (Office/Retail, Gateway Corridor Overlay District), the parcel of land herein described:

Commence at the point where the Southeast margin of Second Avenue in the City of Opelika, Lee County, Alabama intersects the Northeast margin of Third Street, both public streets in the City of Opelika, Lee County, Alabama, which is the POINT OF BEGINNING; thence run South $41^{\circ}33'$ East for 108.95 feet; thence run North $48^{\circ}27'$ East for 90.0 feet to the Westerly side of the property described as tract two in that

certain warranty deed from I. J. Scott, Sr., and Frances M. Scott of record in the Office of the Judge of Probate in Deed Volume 1014 at Page 95; run thence North 41°33' West for 108.95 feet to the Southeast margin of Second Avenue; run thence South 48°27' West along the Southeast margin of Second Avenue for 90.0 feet to the POINT OF BEGINNING.

The above-described parcel of land is further described as 215 Second Avenue, Opelika, Alabama.

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

Section 3. This Ordinance shall be published in a newspaper of general circulation in the City of Opelika, Lee County, Alabama.

WITNESS my hand this the ____ day of _____, 2017.

CITY CLERK OF THE CITY OF OPELIKA, ALABAMA

TO: PUBLISHER

Opelika, Alabama 36801

Please publish the foregoing Notice one (1) time in the _____, 2017 issue of your paper.

CITY CLERK

Anderson Properties proposes to rezone 215 2nd Avenue from a C-3, GC zone to a C-2, GC zone and rezone 305 2nd Avenue from C-2, GC zone to C-3, GC zone. Wilson Motors, an auto sales lot, is located at 215 2nd Avenue. Wilson Motors desires to expand their auto sales business by moving their business to a larger lot at 305 2nd Avenue. At the current 215 2nd Avenue location the lot is 9,900 square feet. The lot at 305 2nd Avenue is 31,750 square feet. The rezoning at 215 2nd Avenue will allow for office or retail to occupy the smaller property. The rezoning of the larger lot at 305 2nd Avenue allows Wilson Motors to expand their business. Following a public hearing at the December 20th meeting, the Planning Commission voted to send a positive recommendation to the City Council to rezone the property at 215 2nd Avenue from C-3, GC to C-2, GC and rezone the property at 305 2nd Avenue from C-2, GC to C-3, GC.

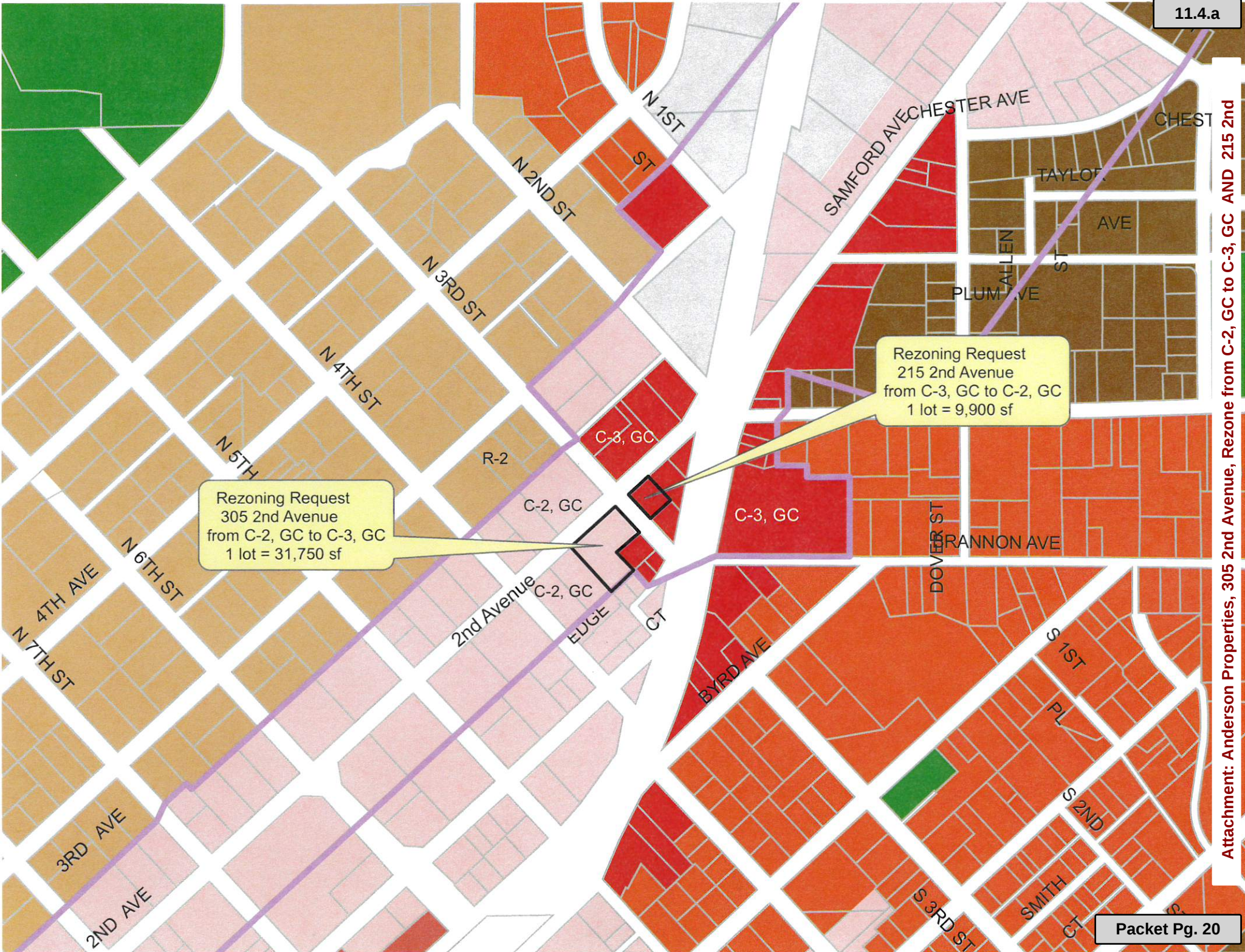
A Planning Commisison report and maps are attached.

City of Opelika

Planning Commission Report

Property Owner:	Anderson Properties
Locations:	305 2 nd Avenue and 215 2 nd Avenue
Zoning Request I	C-3, GC at 301 2 nd Avenue (Existing Zone; C-2, GC; Tanning Salon Business)
Adjacent Zoning/Land Use	N. C-2, GC/Hal's Store S. C-2, GC/Single Family Residence E. C-3, GC/Wilson Motors W.C-2, GC/Vacant Structure
Zoning Request II	C-2, GC at 215 at 2 nd Avenue (Existing Zone; C-3, GC; Wilson Motors)
Adjacent Zoning/Land Use	N. C-2, GC/ Single Family Residence S. C-2, GC/New Horizons Daycare E. C-2, GC/Elliott & Associates W. C-3, GC/ Tanning Salon Business
Proposed Use:	Wilson Motors at 305 2nd Ave & Office/Retail at 215 2nd Ave.
Staff Comments:	
Mr. Anderson proposes to change zoning districts and land uses at the southeast and south-west intersection of 2nd Avenue and 3rd St. Wilson Motors would relocate from 215 2nd Ave. to 305 2nd Avenue and expand their vehicle operations. The existing building at 215 2nd Ave. would be a future office/retail use. A conditional use would be required for Wilson Motors from the Planning Commission. STAFF RECOMMENDATION: Approve the rezoning of 305 2nd Ave. to C-3, GC. Approve the rezoning of 215 2nd Ave. to C-2, GC.	

At the December 20th meeting, the Planning Commission voted 7 to 0 to send a positive recommendation to the City Council to rezone the property at 305 2nd Avenue from C-2, GC to C-3, GC AND rezone the property at 215 2nd Avenue from C-3, GC to C-2, GC.



Rezoning Request
305 2nd Avenue
from C-2, GC to C-3, GC
1 lot = 31,750 sf

Rezoning Request
215 2nd Avenue
from C-3, GC to C-2, GC
1 lot = 9,900 sf



City Council

204 South 7th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 2085)

Meeting: 02/07/17 07:00 PM

Department: Planning

Category: Public Hearing

Prepared By: Marty Ogren

Initiator: Charles Mosley

Sponsors:

DOC ID: 2085

Public Hearing, Amend Zoning Ord. & Map, 1310 1st Avenue, from M-1 to R-4

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Opelika will hold a Public Hearing on Tuesday, February 7, 2017, at 7:00 p.m. in the City Council Chambers of the Municipal Building, 204 S. 7th Street, Opelika, Lee County, Alabama.

PURPOSE

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

ORDINANCE NO. _____

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

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

Section 1. That Ordinance 124-91 entitled "Zoning Ordinance City of Opelika, Alabama", adopted on September 17, 1991, and the Zoning Map of the City of Opelika provided for and referred to therein, as previously amended and/or modified, be and the same is hereby amended by rezoning or redistricting the parcel of land hereinafter in this section described, so as to change such parcel from one class of district to another class of district as follows, to-wit:

From a M-1 District (Industrial District) to a R-4 District (Medium Density Residential District), the parcel of land hereinafter described:

A parcel of land lying in Section 7, Township 19 North, Range 27 East in Opelika, Lee County, Alabama, said parcel being more particularly described as follows: From the intersection of the Northwest line of First Avenue with the Northeast line of 14th Street, run thence North 46°01'35" East along the Northwest line of First Avenue for 102.19 feet to the point of beginning; FROM THIS POINT OF BEGINNING, run thence North 45 degrees West for 188.02 feet to a point on the Southeasterly margin of a twenty foot alley; thence North 44°44'22" East along the Southeasterly margin of said alley for 100.22 feet; thence South 44°55'35" East for 190.02 feet to the Northwest margin of First Avenue; thence along the Northwest margin of said street, South 45°54'59" West for 99.99 feet to the point of beginning. This parcel of land is also known as Lot 1-B of Block 23 of Totten's Real Estate Map of the City of Opelika, Alabama.

The above-described parcel of land is further described as 1310 First Avenue.

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

Section 3. This Ordinance shall be published in a newspaper of general circulation in the City of Opelika, Lee County, Alabama.

WITNESS my hand this the ____ day of _____, 2017.

CITY CLERK OF THE CITY OF OPELIKA, ALABAMA

TO: PUBLISHER

Opelika, Alabama 36801

Please publish the foregoing Notice one (1) time in the _____, 2017 issue of your paper.

CITY CLERK

EA Investments Corporation proposes to rezone a 19,000 square foot lot at 1310 1st Avenue from an M-1 zone to R-4 zone. A duplex exists on the property and has not been occupied for years. The property owner desires to improve the duplex for rental property. In an M-1 zone (manufacturing) duplexes are prohibited. In

an R-4 zone (residential) duplexes are outright allowed. Following a public hearing at the December 20th meeting, the Planning Commission voted to send a positive recommendation to the City Council to rezone the property at 1310 1st Avenue from an M-1 zone to an R-4 zone. A Planning Commission report and map are attached.

City of Opelika
Planning Commission Report

Property Owner: Anderson Properties

Location: 1310 1st Avenue

Zoning Requested: R-4

Existing Zoning: M-1

Adjacent Zoning/Land Use: N: C-2, GC/Vacant Lot
S: M-1/EA Investment & 1st Leasing Office
E: M-1/Vacant Commercial Bldg.
W: Single Family Residence Lot and Vacant Lot

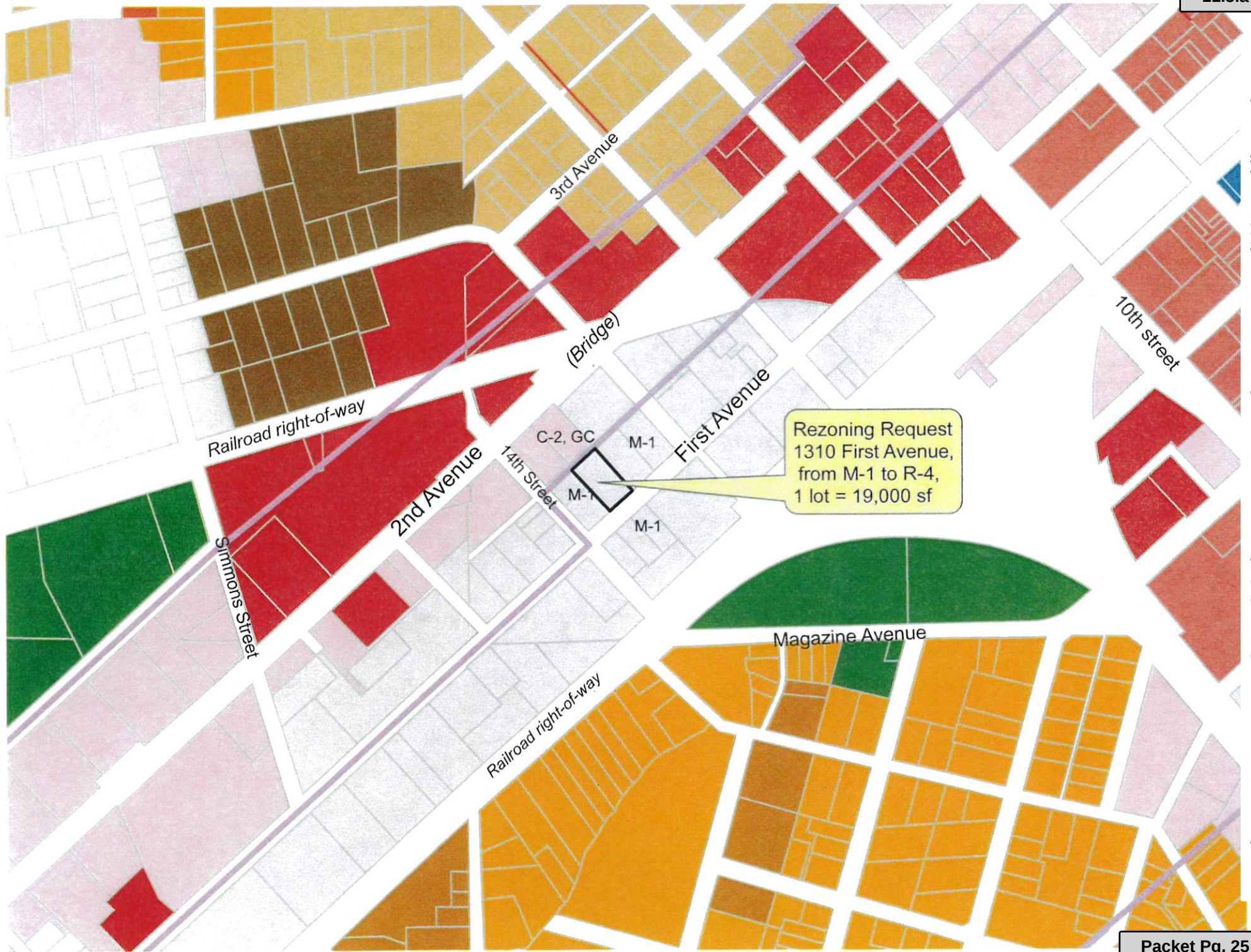
Proposed Use: Convert Existing Brick Structure to Residential Duplex

Staff Comments:

The applicant is requesting a zone change from M-1 to R-4 for renovation to an existing structure. With an adjacent single family residence to the west, a duplex would be preferable to an industrial use. A duplex is not permitted in the M-1 zoning district at this time.

STAFF RECOMMENDATION: Approve the Rezoning to City Council from M-1 to R-4.

At the December 20th meeting, the Planning Commission voted 7 to 0 to send a positive recommendation to the City Council to rezone the property from M-1 to R-4.



RESOLUTION NO. 021-17

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
-----	-----	
Gary Fuller	Mayor	190.85
Gary Fuller	Mayor	346.40
Gary Fuller	Mayor	6979.86
Gary Fuller	Mayor	208.21
Gary Fuller	Mayor	557.50
Lori Huguley	ED	5604.86
Lori Huguley	ED	552.40
Derek Lee	OPS	467.40
Tyler Chaffee	ED	190.48
Tyler Chaffee	ED	109.62

-) 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

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 1/30/17	Montgomery, AL	161.85									29.00	190.85
TUE												0.00
WED												0.00
THU												0.00
FRI												0.00
SAT												0.00
WEEKLY CATEGORY TOTALS \$		161.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	29.00	190.85

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. _____
 Ex's Verified _____
 Footing Verified _____
 Inv. Price Bio Price _____
 Ok To Pay _____
 A/C # Verified _____

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

EDAA Meeting in Montgomery 1/30 - 1/31/17

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

PERIOD ENDING

NAME

Name Gary Fuller

DEPARTMENT

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 3/14/17	Washington, DC		346.40									346.40
WED												0.00
THU												0.00
FRI												0.00
SAT												0.00
WEEKLY CATEGORY TOTALS \$		0.00	346.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	346.40

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 Bio Price _____		
			Ok To Pay _____		
			A/C # Verified _____		

NUMBER OF DAYS AWAY FROM HOME

1

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

1

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

0%

NATURE OR PURPOSE OF TRAVEL

National League of Cities - Congressional dinner
for Mike Rogers/District 3☐ 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

Department Mayor's Office 11050

WEEKLY TOTAL EXPENSES☒ MAIL TOPacket Pg. 30

EXPENSE REPORT

PERIOD ENDING

NAME

DEPARTMENT

Name Gary Fuller

Department Mayor's Office 11050

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS			ENTERTAINMENT Itemize Below	MISC EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL ETC	RENTAL CAR LIMO ETC	LOCAL TAXI TOLLS & PUB- LIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
SUN 1/15/17	Las Vegas, NV									108.93		108.93
MON												0.00
TUE 1/17/17	Las Vegas, NV						99.28					99.28
WED												0.00
THU												0.00
FRI												0.00
SAT												0.00
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	0.00	0.00	99.28	0.00	108.93	0.00	0.00	208.21

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

4

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

0%

NATURE OR PURPOSE OF TRAVEL

World of Concrete 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

PERIOD ENDING

NAME

Name Gary Fuller

DEPARTMENT

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 2/27/17	Washington, DC		557.50									557.50
TUE												0.00
WED												0.00
THU												0.00
FRI												0.00
SAT												0.00
WEEKLY CATEGORY TOTALS \$		0.00	557.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	557.50

WEEKLY TOTAL EXPENSES

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

NUMBER OF DAYS AWAY FROM HOME

4

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

0%

NATURE OR PURPOSE OF TRAVEL

ECA/APPA 2017 Legislative Rally Conference

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM
MY ADVANCE

☒ MAIL TO

Gary Fuller

Mayor's office

SIGNATURE

APPROVED BY

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

ITEMIZED MISCELLANEOUS EXPENSES		
DATE	ITEMS	AMOUNT

Name

Department

Expense Report

Lori Huguley

Economic Development

Period Ending

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

[illegible]

WEEKLY CATEGORY TOTALS\$

WEEKLY TOTAL OF EXPENSES

ITEMIZED ENTERTAINMENT AND BUSINESS MEAL							NUMBER OF DAYS AWAY FROM HOME
DATE	NAME AND PERSON(S) ENTERTAINED; COMPANY, TITLE	TIME & PLACE		NATURE & PURPOSE OF ENTERTAINMENT	AMOUNT	%OR \$ ALLOCATED TO BUSINESS	NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS
						100%	0
						100%	% OF TOTAL DAYS AWAY FRO PERSONAL AFFAIRS
						100%	0
						100%	NATURE OR PURPOSE OF TRAVEL
						100%	Economic Development trip Netherlands/Germany
							METHOD OF REIMBURSEMENT
							☐
							DEDUCT FROM M ¹ OR

[illegible]

SIGNATUR

APPROVED BY _____

Name

Department

Expense Report

Lori Huguley

Economic Development

Period Ending

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

[illegible]

WEEKLY CATEGORY TOTALS\$

WEEKLY TOTAL OF EXPENSES

ITEMIZED ENTERTAINMENT AND BUSINESS MEAL					
DATE	NAME AND PERSON(S) ENTERTAINED; COMPANY, TITLE	TIME & PLACE	NATURE & PURPOSE OF ENTERTAINMENT	AMOUNT	%OR \$ ALLOCATED TO BUSINESS
			Agree To P.O.		100%
			Exts Verified		100%
			Footing Verified		100%
			Inv. Price Bio Price		100%
			Ok To Pay		100%
			A/C # Verified		

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

NUMBER OF DAYS AWAY FROM HOME
NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS
0
% OF TOTAL DAYS AWAY FRO PERSONAL AFFAIRS
0
NATURE OR PURPOSE OF TRAVEL
Economic Development trip Las Vegas
METHOD OF REIMBURSEMENT
☐
DEDUCT FROM MAJOR

SIGNATURE
<i>[Signature]</i>
APPROVED BY
<i>[Signature]</i>

EXPENSE REPORT

PERIOD ENDING

NAME

Derek S. Lee

DEPARTMENT

OPS

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS			ENTERTAINMENT Itemize Below	MISC EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC	LOCAL TAXI TOLLS & PUB. LIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST Itemize Below	LUNCH Itemize Below	DINNER Itemize Below			
SUN												0.00
MON 2/22/17	Washingto DC		467.40									467.40
TUE												0.00
WED												0.00
THU												0.00
FRI												0.00
SAT												0.00
WEEKLY CATEGORY TOTALS \$		0.00	467.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	467.40

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. _____		
			Ex's Verified _____		
			Footing Verified _____		
			Inv. Price Bio Price _____		
			OK To Pay _____		
			A/C # Verified _____		

NUMBER OF DAYS AWAY FROM HOME

3 Days

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

0%

NATURE OR PURPOSE OF TRAVEL

ECA's 2017 Washington DC Legislative Rally
Conference

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM
MY ADVANCE☒ MAIL TO

Send check to Derek Lee @ OPS

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

ITEMIZED MISCELLANEOUS EXPENSES		
DATE	ITEMS	AMOUNT

SIGNATURE

APPROVED BY

Name

Department

Expense Report

13.1.b

Tyler Chaffee

ECONOMIC DEVELOPMENT

Period Ending

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

Date	Day	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS Itemize Below			ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
				AIR, RAIL, ETC.	RENTAL CAR, LIMO, ETC.	LOCAL TAXI, TOLLS & PUBLIC TRANSIT	AUTO EXPENSES	BREAKFAST	LUNCH	DINNER			
1/3/2017		Opelika, AL					8.56						8.56
1/5/2017		Opelika, AL					8.56						8.56
1/9/2017		Opelika, AL					8.56						8.56
1/11/2017		Opelika, AL					8.03						8.03
1/19/2017		Auburn, AL					14.45						14.45
1/23/2017		Opelika, AL					8.03						8.03
1/24/2017		Shorter, AL					46.01						46.01
1/25/2017		Opelika, AL					3.21						3.21
1/26/2017		Opelika, AL					8.03						8.03
1/27/2017		Opelika, AL					8.56						8.56
1/30-2/1/17		Montgomery					68.48						68.48
			0.00	0.00	0	0	0.00	190.48	0.00	0.00	0	0	190.48

WEEKLY CATEGORY TOTALS\$

WEEKLY TOTAL OF EXPENSES

ITEMIZED ENTERTAINMENT AND BUSINESS MEAL

NUMBER OF DAYS AWAY FROM HOME

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

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

0

% OF TOTAL DAYS AWAY FRO PERSONAL AFFAIRS

0

NATURE OR PURPOSE OF TRAVEL

personal vehicle travel

ITEMIZED AUTOMOBILE EXPENSES

DATE	PARKING, REPAIRS, TEC.	AMOUNT
1/3/2017	City Hall/Industrial Park	8.56
1/5/2017	City Hall/Industrial Park	8.56
1/9/2017	City Hall/Industrial Park	8.56
1/11/2017	City Hall/Pharmavite	8.03
1/19/2017	City Hall/Auburn	14.45
1/23/2017	City Hall/Industrial Park	8.03
1/24/2017	City Hall/Shorter Industrial Park	46.01
1/25/2017	City Hall/Tiger Square	3.21
1/26/2017	City Hall/Grand National	8.03
1/27/2017	City Hall/Industrial Park	8.56
1/30-2/1/17	City Hall/Montgomery	68.48

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

METHOD OF REIMBURSEMENT

☐DEDUCT FROM M^y OR

SIGNATURE

APPROVED BY

Packet Pg. 37

Attachment: CM 2-07-17, additional expense reports (021-17 : Expense Reports from Various

mileage Rate 53.5¢

RESOLUTION NO. 022-17

Travel Advance for Animal Control School - OES.**RESOLUTION NO. _____**

WHEREAS, Refuge Equipment Operator, Rory Hughes is requesting a travel advance from the City Treasury for the purpose of attending NACHO Animal Control Training-Module A in Marietta, Georgia from February 13, 2017 through February 17, 2017 and NACHO Animal Control Training-Module B in Sanford, Florida from February 20, 2017 through February 24, 2017.

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

- 1) That the Opelika Environmental Services Director is hereby authorized to process the appropriate paperwork to the Accounting Department so a check for Five Hundred and Ninety dollars (\$590.00) can be prepared payable to Rory Hughes.
- 2) That the City Treasurer is hereby authorized and directed to sign said advance check for \$590.00 payable to Rory Hughes for travel expenses while attending the NACHO Animal Control Training Module A and B. That said Refuge Equipment Operator shall present an itemized expense report immediately upon his return to the City.

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

C.E. "Eddie" Smith, Jr.

President City Council

Opelika, Alabama

ATTEST:

Robert G. Shuman, CMC

City Clerk - Treasurer

Fact Sheet

Subject:

Travel Advance

Facts:

Refuge Equipment Operator Rory Hughes, getting certified to become a backup animal control officer, is attending the NACHO Animal Control Training Module A and B courses in Marietta, GA and Sanford, FL in February.

Rory is requesting meals and fuel for a City vehicle with an estimated cost of \$590.00 total for both weeks.

Meals at \$440.00. (11 days at \$40.00/day.)

Fuel at \$150.00.

Recommendations:

The Council to approve the travel advance for Rory Hughes during the February 7th Council Meeting.

RESOLUTION NO. 023-17

Purchase - Two (2) 2017 Ford Police Interceptor AWD Utility Vehicles - PD**RESOLUTION NO. _____**

WHEREAS, the Opelika Police Department desires to purchase two (2) 2017 Ford Police Interceptor AWD Utility Vehicles with certain options utilizing the State of Alabama Contract #T191L; and

WHEREAS, Stivers Ford Lincoln is the State Contract Vendor for the two (2) 2017 Ford Police Interceptor AWD Utility Vehicles; and

WHEREAS, this is a budgeted purchase;

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

1. That the purchase be awarded to Stivers Ford Lincoln utilizing the State of Alabama Contract.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Stivers Ford Lincoln in the total amount of \$52,666.00.
3. 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

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

2017 FORD POLICE INTERCEPTOR AWD UTILITY - CITY OF OPELIKA

CONTRACT NUMBER: MA999 16000000002

LINE NUMBER: 8

CONTRACT AMOUNT: \$25,148

MODEL SERIES

K8A

Order Code: 500A

INCLUDES: 3.7L V6 304 Horsepower FFV Engine, 6 Spd Auto, AWD (All Wheel Drive), Cloth Front & Vinyl 2nd Row Rear Seats 2nd Row, Rear Quarter & Liftgate Privacy Glass, 4 Wheel Disc Brakes w/ ABS & Traction Control, Tilt Wheel, Cruise, Power Windows, Locks & Mirrors, AM/FM CD Radio, Cloth Front & Vinyl Rear, Air Bags-Front, Side Impact & Canopy 220 Amp Alternator, 78 Amp Battery/750CCA, Engine Hour Meter, 245/55R18 A/S BSW Pursuit Rated, HD Vinyl Flooring Power Adj. Pedals, (2) Front Seat Powerpoints, Tire Pressure Monitoring System (TPMS), Power Pigtail Harness, 2-Way Radio Pre-wire, Rear View Camera (in center stack or optional in rear view mirror option code 87R at NC)

FORD 5 YEAR / 100,000 MILE ESP POWER TRAIN PROTECTION INCLUDED

STATE CONTRACT PRICE (T191L)

\$ 25,148

☒

Selected Lighting Options:

60A Pre-Wiring for Grille Lamp, Siren & Speaker

\$ 60

☒

86P Headlamp Housing

\$ 125

☒

Officer Safety Options:

595 Remote Keyless Entry System (not available with keyed alike)

\$ 260

☒

Additional Options:

64E Painted Aluminum Wheel (18 in.)

\$ 475

☒

76R Reverse Sensing

\$ 275

☒

16D Police Interceptor Badge Delete

NC

☒

Colors:

G1 Exterior: Shadow Black

NC

☒

9W Interior: Cloth Front Bucket Seats / Vinyl Rear

NC

☒

TOTAL PRICE - EACH

\$ 26,333

☒

TOTAL PRICE - 2 UNITS

\$ 52,666

☒

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

☐

TERMS:

PAYMENT DUE AT TIME OF DELIVERY

SIGNATURE:

DATE:

PURCHASE ORDER NUMBER:

Quantity:

Craig McAdams
 334-613-5000
 334-613-5018 fax



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

CONTRACT INFORMATION**MASTER AGREEMENT NUMBER:** MA 999 16000000002**NOT TO EXCEED AMOUNT:**

Begin Date: 11/16/2015

Procurement Folder: 4411

Expiration Date: 11/15/2017

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 09/28/16

Version Number: 5

CONTACT INFORMATION**REQUESTOR:**

Crist Watts

334-242-4291

crist.watts@purchasing.alabama.gov

ISSUER:

Crist Watts

334-242-4291

crist.watts@purchasing.alabama.gov

BUYER:

Patrick Hemme

334-242-7173

Pat.Hemme@purchasing.alabama.gov

CONTRACT DESCRIPTION

T191L - Vehicles & Motorcycles - Law Enforcement

FILE
Ship To:**Bill To:****REASON FOR MODIFICATION****VENDOR INFORMATION****Name /Address:**VC000042177: Stivers Ford Lincoln

4000 Eastern Boulevard

Montgomery AL 36116

Contact:

Billy Bruce

3346135000 EXT: 5056

Bbruce@Stiversonline.Com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	EA	\$21,425.000000	\$0.00			\$0.00	\$0.00
07006310000 - SEDAN, FULL AND MID SIZE, POLICE ADMIN. SEDAN, FULL & MID SIZE, POLICE ADMIN, Ford Interceptor Vehicle, Full Size Sedan, Law Enforcement, Standard Specifications/Features, Make: _____ Model: _____ Ford Interceptor Sedan FWD								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	EA	\$27,378.000000	\$0.00			\$0.00	\$0.00
07042760000 - VEHICLES, UTILITY, TWO AND FOUR WHEEL DRIVE VEHICLES, UTILITY, TWO & FOUR WHEEL DRIVE Ford Expedition SUV Vehicle, Full-Size SUV, Law Enforcement (Not Pursuit Rated), Standard Specifications/Features, Make: _____ Model: _____ Ford Expedition SSV								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	EA	\$25,256.000000	\$0.00			\$0.00	\$0.00
07042760000 - VEHICLES, UTILITY, TWO AND FOUR WHEEL DRIVE VEHICLES, UTILITY, TWO & FOUR WHEEL DRIVE Ford Interceptor Utili Vehicle, Full-Size SUV, Law Enforcement, Standard Specifications/Features, Make: _____ Model: _____ Ford Interceptor Utility FWD								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	EA	\$21,836.000000	\$0.00			\$0.00	\$0.00
07048590000 - TRUCKS, PICKUP, CREW CAB, 9,000 GVWR, 2 WHEEL DRIVE, GAS TRUCKS, PICKUP, CREW CAB, 2 WHEEL DRIVE, GAS, Ford F150 Vehicle, Full-Size Truck, Crew Cab, 2-Wheel Drive, Enforcement (Not Pursuit Rated), DISREGARD THE ABOVE REFERENCE TO 9,000 GVWR, THERE IS NO MINIMUM GVWR, Standard Specifications/Features, Make: _____ Model: _____ Ford 150								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0	EA	\$19,676.000000	\$0.00			\$0.00	\$0.00
07202250000 - TRUCK, PICKUP, FULL SIZE, EXTENDED CAB, 5 PASSENGER, GASOLIN TRUCK, PICKUP, FULL SIZE, EXTENDED CAB, 5 PASS, Ford F150 Vehicle, Full-Size Truck, Extended Cab, 2-Wheel Drive, Enforcement (Not Pursuit Rated), Standard Specifications/Features, Make: _____ Model: _____ Ford 150								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0	EA	\$24,954.000000	\$0.00			\$0.00	\$0.00
07048730000 - TRUCKS, PICKUP, CREW CAB, 9,000 GVWR, 4 WHEEL DRIVE, GAS TRUCKS, PICKUP, CREW CAB, 4 WHEEL DRIVE, GAS Ford F150 Vehicle, Full-Size Truck, Crew Cab, 4-Wheel Drive, Enforcement (Not Pursuit Rated), DISREGARD THE ABOVE REFERENCE TO 9,000 GVWR, THERE IS NO MINIMUM GVWR, Standard Specifications/Features, Make: _____ Model: _____ Ford 150								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
7	0	EA	\$22,789.000000	\$0.00			\$0.00	\$0.00
07048571553 - 4 WHEEL DRIVE, EXTENDED CAB 4 WHEEL DRIVE, EXTENDED CAB, Ford F150 Vehicle, Full-Size Truck, Extended Cab, 4-Wheel Drive, Enforcement (Not Pursuit Rated), Standard Specifications/Features, Make: _____ Model: _____ Ford 150								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
8	0	EA	\$25,148.000000	\$0.00			\$0.00	\$0.00
07042760000 - VEHICLES, UTILITY, TWO AND FOUR WHEEL DRIVE VEHICLES, UTILITY, TWO & FOUR WHEEL, Ford Interceptor Utility AW Vehicle, Full-Size SUV, Law Enforcement, Standard Specifications/Features, Make: _____ Model: _____ Ford Interceptor Utility AWD								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
9	0	EA	\$25,996.000000	\$0.00			\$0.00	\$0.00

RESOLUTION NO. 024-17

Agreement for Traffic Engineering Services for Signal Timing on Gateway Dr. - Eng.

RESOLUTION NO. _____

RESOLUTION APPROVING AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FROM CALYX ENGINEERS AND CONSULTANTS

WHEREAS, the City of Opelika, Alabama (hereinafter the “City”) has recognized the need to generate signal timing plans for the traffic signals along Gateway Drive and Frederick Road (the “Project”); and

WHEREAS, professional engineering services are needed to generate traffic counts, analyze the existing timing and function of the signals, and design and implement the proper signal timing in that will coordinate all the traffic signals for the City; and

WHEREAS, Calyx Engineers and Consultants (Calyx) is a professional engineering firm that has previous knowledge of the signal functions in this area, and possesses the requisite knowledge, skill and resources to obtain the data and create and implement the necessary plan; and

WHEREAS, a proposed Professional Services Agreement for complete engineering services (the “Agreement”) has been prepared by Calyx and submitted to the City Council for approval and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Agreement for engineering services.

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

1. That the proposed Professional Services Agreement to be entered into by and

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

2. That the Mayor is further authorized and directed to execute and deliver the Agreement in the name and on behalf of the City and to execute and deliver or cause to be executed or delivered in the name and on behalf of the City such other agreements, contracts, change orders, notices, certificates, assurances or other instruments or other communications as he deems necessary or appropriate in order to carry into effect the intent of the provisions of this Resolution.

3. That the compensation to be paid to Calyx shall be paid from the 2011 Road Construction Fund and the Controller is hereby authorized and directed to make all necessary and appropriate budget adjustments to implement this Resolution.

4. That the Purchasing-Revenue Manager is hereby authorized and directed to issue a purchase order to BSI for the provision for engineering services as outlined in the Agreement attached hereto at a total cost not to exceed \$ 35,000.

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



January 23, 2017

Scott H. Parker, P.E.
City of Opelika Engineer
700 Fox Trail
P.O. Box 390
Opelika, AL 36801
O: 334-705-5450
C: 334-524-7397
sparker@opelika-al.gov

RE: Gateway Drive Signal Timing Proposal

Dear Scott:

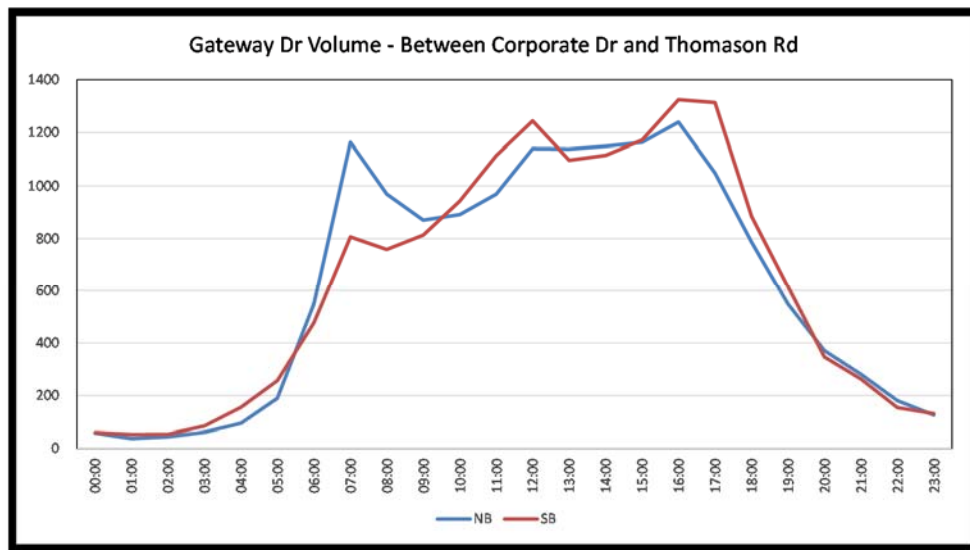
We (CALYX Engineers and Consultants, Inc.) appreciate the opportunity to present this Proposal for professional services to Brand Properties ("Client"). Below is the scope of work and associated fees. Our standard terms and conditions are attached.

PROJECT UNDERSTANDING

The signal timing in traffic controllers operate by way of separate plans that are turned on or off depending on traffic demand. Lighter traffic loads may require one timing plan and heavier plans may require another. The direction of traffic will necessitate different patterns – some favoring the main street and some favoring the side streets. Every intersection is different and groupings of intersections differ from other groupings. In short, one timing plan is rarely sufficient for all intersections for every day or every day of the week. Moreover, in cases where patterns change by the season (e.g., lighter traffic volume in the summer or heavy traffic near commercial nodes), it may be desired to implement different plans throughout the year.

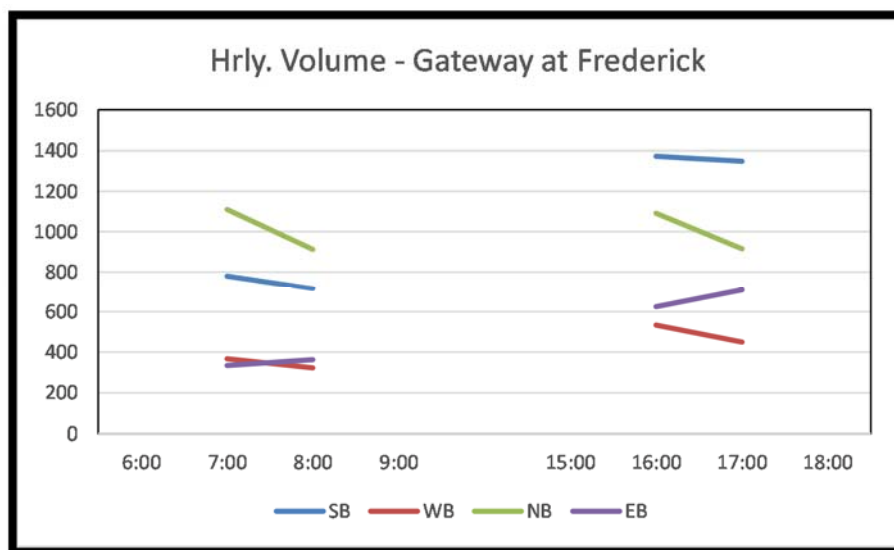
Gateway Dr has the following characteristics:

- There is a ramping up of volume beginning around 5:30 a.m.
- The morning peak (between 6:30 and 8:30) has about 50% more traffic heading north than south.
- During the rest of the day, the volume favors the southbound direction except during lunchtime, which is closer to a 50/50 split.
- The evening and overnight hours are very light



Counts collected Jan 27, 2015

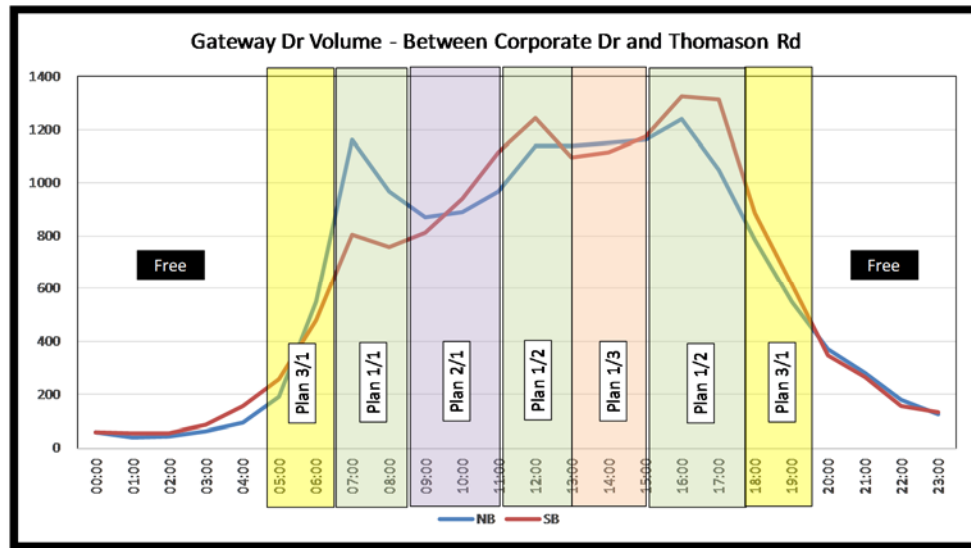
- The intersection with the most conflicting side street volume is Frederick Rd.
- The capacity to handle traffic is greater on Frederick Rd than on Gateway Rd due to recent improvements at the intersection.
- The volume of traffic on Frederick is less than half of the volume in the peak direction on Gateway Dr.



Peak hour volume discrepancies at Frederick Rd intersection; counts collected Jan 27, 2015

- The design of the Tiger Town intersection lane assignments can lead to inefficient signal operations. Some striping and/or signal changes may be recommended.

- There is no linkage between intersections on the Gateway Dr corridor except between the new movie theater signal (Capps Landing) and the I-85 NB ramp.¹
- The distance between Thomason Dr and Pepperell Pkwy is such that coordination between those two signals isn't necessary. It may be possible to allow Pepperell Pkwy to operate as a system unto itself.



Suggested weekday timing plans

RECOMMENDED APPROACH

The intersections that will be included in the Gateway Dr coordinated system will be:

1. Gateway Dr at Thomason Dr
2. Gateway Dr at Bush Rd (new signal)
3. Gateway Dr at Frederick Rd
4. Gateway Dr at Tiger Town Pkwy
5. Gateway Dr at I-85 SB Ramp / Interstate Dr
6. Gateway Dr at I-85 NB Ramp
7. Gateway Dr at Capps Landing
8. Frederick Rd at Enterprise Rd (Tiger Town)

¹ Any coordination would have to be done via synced time clocks in the controllers. However, the controllers use the power system to keep time and fluctuations in power service tend to lead to clock drift. Clocks that drift more than a couple of seconds per month can cause significant harm to the coordination of signals. Regular maintenance is needed to keep all the time clocks working together.

We recommend up to five (5) different timing plans for the corridor for the weekdays and up to two (2) additional plans that may be needed on the weekends or on Friday. While we will still need to assess the most appropriate cycle lengths, we believe there will be three cycles employed for the five primary timing plans. We suspect one additional plan may be needed to account for Friday peak hour traffic since observations seem to indicate the volume is higher on Fridays. The weekend plans will likely be some adjustments of the weekday plans but no traffic data is available to determine the exact time periods.

All of the existing signal timing will be assessed for proper yellow and all-red times as well as pedestrian clearance times (if pedestrian signals are present). The Institute of Transportation Engineers (ITE) method as well as the ALDOT Signal Timing policy will be followed for determining yellow and all-red times.

All maintenance of the signals should be done before the plans can be implemented and fine-tuned. This would be the responsibility of the City's Public Works Department. The Bush Rd signal, which is expected to be in operation, will be included in the timing plan development.

SCOPE SUMMARY

CALYX Engineers will perform the following tasks:

1. Collect seven (7) days of continuous traffic counts (tube counts) at two (2) locations on Gateway Dr and one (1) locations on Frederick Rd, including truck classification
2. Collect traffic turning movement counts for up to eight different hours of the week; the times will be based on the tube counts and be uniform for all intersections in the corridor
3. Conduct traffic analysis for each timing plan – initially five plans, but up to seven plans are included in the scope of work if needed.
4. Develop coordinated timing plans for all intersections in the corridor
5. Determine non-coordinated (actuated) timing parameters including yellow, all-red, pedestrian clearance, density timings, and other features.
6. Submit the timing plans to the ALDOT Division Traffic Engineer for review and initial approval
7. Download timing plans into each controller within the corridor
8. Fine-tune the timing plans for each time period.
9. Ride through the corridor during each timing plan with the City Engineer or his representative and note any deficiencies. Fine tune the timing plans based on the comments received by the City Engineer.
10. Submit the final, installed and fine-tuned timings plans to the City and to the ALDOT Division Traffic engineer.

SCHEDULE

February 6-17: Collect traffic counts

February 24: Receive all counts from vendor

February 27-March 9: Develop proposed timing plans and submit to ALDOT

March 13-17: Auburn University Spring Break
 March 20-24: Lee County Spring Break
 March 27-April 10: Implement timing plans and begin fine tuning
 April 14-16: Good Friday / Easter
 April 18: Ride through with City Engineer and/or ALDOT Engineer
 April 28: Last day of regular classes for Auburn University
 April 25: Submit final report to City and ALDOT

FEES

Task 1	Traffic Data Collection	\$9,500
Task 2	Preliminary Timing Plans	\$16,000
Task 3	Fine Tuning and Final Timing Plan Report	\$9,500
Total All Tasks		\$35,000

If the scope of services desired changes after the work has been initiated, then the work will be performed on an hourly basis. A fee and time estimate will be provided, and approval requested before the work is conducted. Billing for the project and all expenses is on a monthly basis. It is expected that invoices will be paid within 25 working days. Payment is expected at the time of services rendered.

If you agree with the terms of this agreement, please print, sign in the space provided below, and email the signed agreement to me. I look forward to working with you on this project.

Sincerely,



John Karnowski, P.E., PTOE, AICP

AGREED TO AND ACCEPTED BY:
 City of Opelika, AL

 Name, Title

 Date

CALYX Engineers and Consultants, Inc.
GENERAL TERMS & CONDITIONS FOR TRAFFIC SERVICES

1. SCOPE OF SERVICES AND ADDITIONAL SERVICES

All Services provided by CALYX, regardless of commencement date, will be covered by this Agreement. Unless modified in writing by the parties, the duties of CALYX shall not be construed to exceed those Services specifically set forth in the proposal. However, if requested by the CLIENT and agreed to by CALYX, CALYX will perform additional services ("Additional Services"), and such Additional Services shall be governed by these provisions. Unless otherwise agreed to in writing, the CLIENT shall pay CALYX for the performance of any Additional Services an amount based upon CALYX's then-current hourly rates plus an amount to cover certain direct expenses, including in-house duplicating, local mileage, telephone calls, postage, and word processing. Other direct expenses will be billed at 1.15 times cost.

CLIENT or CALYX may terminate this Agreement for any reason by giving the non-terminating party seven days written notice prior to the proposed termination; provided, however, if payment is not made by CLIENT within three (3) days of written notice by CALYX to CLIENT of nonpayment, CALYX may terminate this Agreement immediately for failure by CLIENT to make payments in accordance with this Agreement. In the event of termination by either party for any reason, CLIENT will pay CALYX for all Services performed up to the date of termination. Sections 3, 4, 5, 6, 7 and 11 will survive the expiration or termination of this Agreement.

2. STANDARD OF CARE

Services performed by CALYX will be conducted in a manner consistent with that level of care and skill ordinarily exercised by other members of the engineering and science professions currently practicing under similar conditions subject to the time limits and financial and physical constraints applicable to the Services. No warranty, express or implied, is made.

3. INVOICES AND PAYMENT TERMS

CALYX will submit monthly invoices to CLIENT and a final bill upon completion of Services. CLIENT shall notify CALYX within ten (10) days of receipt of invoice of any dispute with the invoice. CLIENT and CALYX will promptly resolve any disputed items. Payment on undisputed invoice amounts is due upon receipt of invoice by CLIENT and is past-due thirty (30) days from the date of the invoice. CLIENT agrees to pay a finance charge of one and one-half percent (1-1/2%) per month or the maximum rate allowed by law on past-due accounts. If payment remains past due forty-five (45) days from the date of the invoice, then CALYX shall have the right to suspend all work under this Agreement without prejudice, and all reasonable demobilization and other suspension costs will be paid by CLIENT. CLIENT agrees to pay attorneys' fees, legal costs, and all other collection costs incurred by CALYX in pursuit of past-due payments. The CLIENT agrees that the payment to CALYX is not subject to any contingency or condition. CALYX may negotiate payment of any check tendered by the CLIENT, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of CALYX to collect additional amounts from the CLIENT.

Where the cost estimate for the scope of Services is "not to exceed" a specified sum, CALYX shall notify CLIENT before each limit is exceeded and shall not continue to provide Service beyond such limit unless CLIENT authorizes an increase in the amount of the limitation. If a "not to exceed" limitation is broken down into budgets for specific tasks, the task budget may be exceeded without CLIENT authorization as long as the total limitation is not exceeded.

4. DATA AND INFORMATION

CALYX shall be responsible only for the accuracy of the data, interpretations, and recommendations it generates or makes. CALYX will not be responsible for any interpretations or recommendations generated or made by others that are based, in whole or in part, on CALYX's data, interpretations, or recommendations.

5. INSURANCE AND INDEMNITY

In the event there is a third-party claim against the CLIENT or liability to a third party, CALYX agrees, to the fullest extent permitted by law, to indemnify and hold harmless CLIENT, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by CALYX's negligent performance of professional services under this Agreement. CLIENT agrees, to

the fullest extent permitted by law, to indemnify and hold harmless CALYX, its officers, directors, employees, agents and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by CLIENT's negligent acts in connection with the Services and the acts of its contract subcontractors or consultants or anyone for whom the CLIENT is legally liable. Neither the CLIENT nor CALYX shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties expressly agree that each party has no duty to defend the other from and against claims, causes of action, or proceedings of any kind.

6. LIMITATION OF LIABILITY

Notwithstanding any other provisions of this agreement, CALYX will not be liable to CLIENT for any consequential, indirect or special damages, including without limitation loss of profits, revenues or data with respect to any claims regarding the services to be provided hereunder even if advised of the possibility of such damages, whether under a theory of contract, tort (including negligence), strict liability or otherwise.

In recognition of the relative risks and benefits of the services to both CLIENT and CALYX, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the CALYX and its officers, directors, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the CALYX parties shall not exceed one hundred thousand dollars (\$100,000) or the total fee for services rendered pursuant to the letter agreement, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action, however alleged or arising, unless otherwise prohibited by law.

Notwithstanding any provision to the contrary in this Agreement, if the Letter Agreement provides for the delivery of any Construction Phase Services by CALYX, CLIENT acknowledges and agrees that the general contractor hired by CLIENT is so responsible for the construction of the project and CALYX will not be liable for construction means, methods, techniques, sequences or procedures employed by the general contractor or for any and all acts or omissions of any such general contractor, subcontractor, supplier, or otherwise with respect to any Construction Phase Services provided by CALYX hereunder.

7. DELAYS AND FORCE MAJEURE

If site conditions prevent or inhibit performance of Services or if unrevealed hazard waste materials or conditions are encountered, Services under this Agreement may be delayed. Any such delays and any delays caused by CLIENT and its subcontractors, agents, officers, directors, and employees, shall extend the contract completion date, and CALYX shall be paid for Services performed to the delay commencement date plus reasonable delay charges. Delay charges shall include personnel and equipment rescheduling and reassignment adjustments and all other related costs incurred, including, but not limited to, labor and material escalation and extended overhead costs attributable to such delays. Delays within the scope of this Article shall, at the option of either party, make the Agreement subject to renegotiation or to termination.

CLIENT shall not hold CALYX responsible for damages or delays in performance caused by acts of God; acts and/or omissions of federal, state, and local governmental authorities and regulatory agencies; or other events that are beyond the reasonable control of CALYX and that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include storms, floods, epidemics, war, riot, strike, lockouts or other industrial disturbances, and inability with reasonable diligence to supply personnel, information, or material to the project. Should such acts or events occur, it is agreed that CALYX shall use reasonable efforts to overcome all difficulties arising and to resume as soon as reasonably possible the normal pursuit and scheduling of the Services covered by this Agreement. Delays in excess of thirty (30) days within the scope of this Article shall, at the option of either party, make this Agreement subject to termination or to renegotiation.

8. COMPLIANCE WITH CODES AND STANDARDS

CALYX's professional Services shall be consistent with the Standard of Care and shall incorporate those publicly known federal, state, and local laws, regulations, codes, and standards that are applicable at the time CALYX rendered its services. However, if

General Conditions for Traffic Services

Page 2 of 2

understood by the parties that the Services performed by CALYX do not include rendering of any legal advice. In any event, CLIENT waives any claim against CALYX and agrees to defend, indemnify, and hold CALYX harmless from any claim or liability for injury or loss allegedly arising from CALYX's failure to abide by federal, state, or local laws, regulations, codes, and standards that were not in effect or publicly announced at the time when CALYX otherwise would have incorporated their intent into the Services. CLIENT further agrees to compensate CALYX for any time spent or expenses incurred by CALYX in defense of any such claim, in accordance with CALYX's prevailing fee schedule and expense reimbursement policy.

9. INDEPENDENT JUDGMENTS OF CLIENT

If the Services include the collection of samples and data relative to CLIENT's contemplated purchase or sale of certain property, then the Services are performed by CALYX with CLIENT's understanding of the Subsurface Risks. Therefore, although CALYX will be responsible for data that is directly the product of its sampling effort, CALYX will not be responsible for the independent conclusions, interpretations, interpolations, and/or decisions of CLIENT or others that are the result of this effort. CALYX does not undertake any Services that would result in any recommendation, advice, or direction by CALYX as to whether CLIENT should or should not proceed to purchase or sell the site in question, but it is understood that CLIENT intends to utilize the data provided by CALYX to make its own independent judgment in this respect.

10. CLIENT LITIGATION

If CALYX is requested to produce documents, witnesses, or general assistance pursuant to a litigation, arbitration, or mediation in support of CLIENT litigation to which CALYX is not an adverse party, CLIENT shall reimburse CALYX for all direct expenses and time in accordance with two times CALYX's current rate schedule.

12. TERMINATION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice; such period shall not be less than seven (7) calendar days. If any material change occurs in the ownership of the CLIENT, CALYX shall have the right to immediately terminate this Agreement. In the event of termination, CALYX shall be paid for services performed to the termination notice date, reasonable termination expenses, and a portion of its anticipated profits not less than the percentage of the contract services performed as of the termination notice date. CALYX may complete such analyses and records as are necessary to complete its files and may also complete a report on the Services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of CALYX in completing such analyses, records and reports.

13. DISPUTES

All disputes, claims, and causes one party makes against the other, at law or otherwise, including third-party or "pass-through" claims for indemnification and/or contribution, shall be initiated, determined, and resolved by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association; and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

In the event that one party makes a claim against the other, at law or otherwise, and then fails to prove such claim, then the prevailing party shall be entitled to all costs, including attorneys' fees, incurred in defending against the claim.

14. CONFIDENTIALITY

CALYX shall use reasonable efforts to keep confidential all data and information that is marked confidential and furnished to CALYX by CLIENT under this Agreement. CALYX's

confidentiality obligations shall not apply if such data or information is within the public domain; previously known to CALYX; obtained from third parties without violating a confidentiality agreement; required to be produced by CALYX pursuant to any subpoena, or court order; or required by CALYX in the defense of any claim. CALYX may use and publish the CLIENT's name and give a general description of the Services rendered by CALYX for the purpose of informing other CLIENTs and potential CLIENTs of CALYX's experience and qualifications.

15. INTELLECTUAL PROPERTY

All rights to patents, trademarks, copyrights, and trade secrets owned by CALYX remain the property of CALYX; and CALYX does not grant CLIENT any right or license to use any intellectual property. CALYX shall use reasonable efforts to provide the Services without infringing on any valid patent or copyright and without the use of any confidential information that is the property of others, unless CALYX or its agents, employees, subcontractors are licensed or otherwise have the right to use and dispose of such information. CALYX shall also use reasonable efforts to inform the CLIENT of any patent infringement that may be reasonably expected to result from the Services. However, reasonable efforts of CALYX shall not include a duty to conduct or prepare a patent search and/or opinion. If CALYX performs its Services in a manner consistent with the above, then to the fullest extent permitted by law, CLIENT shall defend, and hold CALYX and its officers, directors, agents, and employees harmless against all liability, cost, expense, attorneys' fees, claims, loss, or damage arising from any alleged or actual patent or copyright infringement resulting from the Services under this Agreement.

16. PUBLICITY

CALYX shall have the right to include photographic or artistic representations of design of the Project among its promotional and professional materials. CALYX shall be given reasonable access to the completed Project to make such representations. However, CALYX's materials shall not include the CLIENT's confidential or proprietary information if the CLIENT has previously advised CALYX in writing of the specific information considered by the CLIENT to be confidential or proprietary. The CLIENT shall provide professional credit for CALYX in the CLIENT's promotional materials for the Project.

17. MISCELLANEOUS

- a) This Agreement supersedes all other agreements, oral or written, and contains the entire agreement of the parties. No cancellation, modification, amendment, deletion, addition, waiver, or other change in this Agreement shall have effect unless specifically set forth in writing signed by the party to be bound thereby. The provisions in this Agreement are for convenience only.
- b) No waiver of any right or remedy in respect of any occurrence on one occasion shall be deemed a waiver of such right or remedy in respect of such occurrence on any other occasion.
- c) All representations and obligations (including without limitation the obligation of the CLIENT to indemnify CALYX) shall survive indefinitely the termination of this Agreement.
- d) Any provision, to the extent it is found to be unlawful or unenforceable, shall be ineffective without affecting any other provision of the Agreement, so that the Agreement will be deemed to be a valid and binding agreement enforceable in accordance with its terms.
- e) All questions concerning the validity and operation of this Agreement and performance of the obligations imposed upon the parties hereunder shall be governed by the laws of North Carolina unless the law of another jurisdiction may be more applicable for this Agreement to be enforceable.

RESOLUTION NO. 025-17

Amend Project Agreement with Gambro - ED.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AMENDMENT TO PROJECT AGREEMENT BY AND
AMONG THE STATE OF ALABAMA, THE CITY OF OPELIKA, ALABAMA,
THE OPELIKA INDUSTRIAL DEVELOPMENT AUTHORITY AND
GAMBRO RENAL PRODUCTS, INC.**

WHEREAS, the State of Alabama (the “State”), the City of Opelika, Alabama, (the “City”), the Opelika Industrial Development Authority (“OIDA”) and Gambro Renal Products, Inc., (the “Company”) previously entered into that certain Project Agreement made and executed effective on August 20, 2014 (hereinafter the “Project Agreement”); and

WHEREAS, the Company has requested that the initial Jobs Target Date in Subsection 2(c) of the Project Agreement be extended from December 31, 2016 to December 31, 2017; and

WHEREAS, the parties to the Project Agreement believe that the interest of the State and local community would be served by honoring the Company’s request and the parties are all in agreement to amend the Project Agreement as requested by the Company; and

WHEREAS, a proposed Amendment to Project Agreement (the “Amendment”) 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 Amendment.

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

1. That the proposed AMENDMENT TO THE PROJECT AGREEMENT to be

entered into by and among the State of Alabama, the City of Opelika, Opelika Industrial Development Authority and Gambro Renal Products, Inc., a copy of which is attached hereto and marked Exhibit "A", is hereby approved, 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 Amendment.

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

3. That any 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 Amendment.

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

ATTEST:

CITY CLERK

RESOLUTION NO. 026-17

Appropriation Contract with the Child Advocacy Center.**RESOLUTION NO. _____**

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

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

of Opelika and the Twin Cedars Child Advocacy Center, a copy of which is hereto attached as

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

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

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

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

and to attest the same, and the Mayor shall deliver one copy to the Twin Cedars Child Advocacy

Center, and retain one copy.

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 - Treasurer

STATE OF ALABAMA
COUNTY OF LEE
CITY OF OPELIKA

THIS AGREEMENT is made and entered into between the City of Opelika, Alabama, a municipal corporation, and the Twin Cedars Child Advocacy Center, a division of Twin Cedars Youth & Family Services Company, a 501(c)(3) organization.

The City of Opelika has agreed to pay the Twin Cedars Child Advocacy Center the sum of \$3,500. In exchange for this amount, the Twin Cedars Child Advocacy Center agrees to use this allocation to help perform the following services for child victims and their non-offending families:

1. Provide Forensic Interviews. These interviews cost \$150.00 each. This includes the interview, follow up, synopsis/transcription, record keeping/stats, court/testifying, preparation and training.
2. Provide Therapy. \$50.00 per 30 minute session. Standard rate, progress notes, travel.
3. Parenting. \$50.00 per class. Scheduling, training, materials preparation, class time.
4. Prevention Programs. \$75.00 per presentation. Class time, preparation, materials, travel, training.
5. Family Advocate Services. \$100.00 per family. Time spent with family, follow up, referrals and training.

The Twin Cedars Child Advocacy Center agrees to comply with all local, state and federal laws while performing under the terms of this Contract.

The Twin Cedars Child Advocacy Center agrees that upon the violation of any of the covenants and agreements herein contained the City may, at its option, terminate and cancel this agreement.

This contract supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this contract which is not contained herein shall be valid or binding unless in writing signed by the parties.

The validity of this contract and of any of its items, provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties have hereunto signed their names and affixed their seals, this _____ day of _____, 2017.

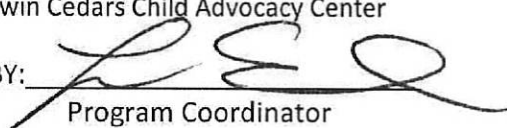
CITY OF OPELIKA, ALABAMA
A municipal corporation

BY: _____
Gary Fuller
Mayor

ATTEST:

Robert G. Shuman
City Clerk-Treasurer

Twin Cedars Child Advocacy Center

BY: 
Program Coordinator

ATTEST:


Twin Cedars Child Advocacy Center Witness

RESOLUTION NO. 027-17

Agreement with Condrey & Associates, Inc. for Salary Survey - H/R.

RESOLUTION NO. _____

**RESOLUTION APPROVING MEMORANDUM OF AGREEMENT WITH
CONDREY & ASSOCIATES, INC. FOR SALARY SURVEY**

WHEREAS, salary and wage surveys are useful for employers looking for benchmarks against which to compare an organization's compensation structure; and

WHEREAS, the City of Opelika, Alabama (the "City") desires to engage Condrey & Associates, Inc., ("Condrey") to undertake and conduct a salary and wage survey for the City; and

WHEREAS, the proposed Memorandum of Agreement to be entered into between the City and Condrey has been prepared and submitted to the City Council for approval; and

WHEREAS, the Mayor and Human Resources Director recommend approval of said Agreement.

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

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

delivery of said Agreement.

2. That the officers of the City and any person or persons designated and authorized by any officers of the City to act in the name and on behalf of the City, or any one or more of them, are authorized to do or cause to be done or performed in the name and on behalf of the City such other acts and to execute and deliver or cause to be executed and delivered in the name and on behalf of the City such other notices, certificates, assurances or other instruments or other communications under the seal of the City or otherwise, as they or any of them deem necessary or advisable or appropriate in order to carry into effect the intent of the provisions of this Resolution and the attached Agreement.

3. 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

MEMORANDUM OF AGREEMENT

This agreement is made and entered into this ____ day of _____ 2017, by and between the City of Opelika, party of the first part, hereinafter called the COOPERATOR and Condrey and Associates, Inc., party of the second part, hereinafter called the CONSULTANT. All obligations under this agreement will be performed by Condrey and Associates, Inc.

WITNESSETH, inasmuch as the COOPERATOR is desirous of setting up a cooperative service with Condrey and Associates and inasmuch as the CONSULTANT is willing to undertake and conduct such a cooperative service, the purpose of this agreement is to establish the terms and conditions under which such a cooperative service will be accomplished pursuant to the conditions herein set forth.

The CONSULTANT is an independent contractor. Furthermore, the parties hereto agree that any information gathered from the COOPERATOR of its employees, and the documents prepared therefrom, shall be the property of the COOPERATOR. They shall remain confidential and shall not be used by CONSULTANT other than in its duties and responsibilities hereunder.

NOW, THEREFORE, in consideration of the following mutual promises, covenants, and conditions, it is agreed as follows:

Section I

Condrey and Associates will:

- a. Carry on the cooperative service onsite and in the offices of Condrey and Associates substantially as set forth in the attached outline marked "Appendix A" and made a part of this agreement.

b. Assure that all records and documents as defined under O.C.G.A. Section 50-18-72 et. seq, maintained or generated by Condrey and Associates, Inc. are subject to the provisions of maintenance and disclosure as required by the Georgia Open Records Act.

Section II

COOPERATOR will pay Condrey and Associates a fixed fee of \$17,500 upon receipt of invoices. This amount will be paid in two equal installments, within twenty (20) days of receipt of billing. The invoices should be sent to: Ms. Lisa McLeod, Human Resources Director, City of Opelika, 204 S. 7th Street, Opelika, Alabama 36803; telephone number (334) 705-5130. The billings shall occur on April 1, 2017 and June 1, 2017.

Section III

The term of this agreement shall be from March 15, 2017 through June 30, 2017. However, it may be terminated by either party by written notice of such intent submitted 30 days in advance. In the event of such termination, the COOPERATOR will pay Condrey and Associates a prorated portion of the upcoming installment consistent with the revised termination date. Condrey and Associates will continue to work on the project until the revised termination date and will provide to the COOPERATOR interim findings and summary notes that reflect the status of the project at the time of revised termination.

Section IV

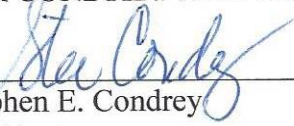
This agreement may be modified at any time by mutual consent of the parties hereto. Any modification hereto shall be in writing and signed by both parties.

Section V

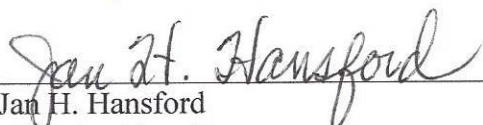
Neither party to this agreement will discriminate against any person, employee or applicant for employment because of race, creed, color, religion, sex, national origin, ancestry, age, veteran status, or disability.

IN WITNESS WHEREOF, this agreement is entered into on the date first above written.

FOR CONDREY AND ASSOCIATES:


 Stephen E. Condrey
 President

Date: 1/25/17


 Jan H. Hansford
 Vice President/Treasurer

Date: 1-25-17

FOR THE CITY OF OPELIKA:

Date: _____

Corporate Seal

APPENDIX A

Contract for Technical Assistance to The City of Opelika: Proposal for Reviewing and Updating the City's Position Classification System and Compensation Plan

The City of Opelika has determined the need for a review and updating of the job classification system and pay plan for all jobs covered under the city's personnel plan.

Objectives

Condrey and Associates proposes the following schedule of activities to accomplish three objectives:

1. Review and upgrade the current classification system and pay plan for all employees of the city;
2. Collect salary data and produce a recommended pay plan based on job analysis, job evaluation, and survey data; and
3. Train designated personnel in each step of classification and pay plan development to insure the implementation and maintenance of the system.

Phase I – Developing a Work Plan and Schedule of Activities

- 1.1 Condrey and Associates will conduct an orientation describing in detail the activities that will be required to accomplish the project activities.
- 1.2 During this phase all the documents detailing the current personnel policies and procedures, job classification and pay plan will be made available to Condrey and Associates staff for review and analysis.

Phase II – Job Analysis Survey

- 2.1 Condrey and Associates staff will interview the city's department heads concerning employee duties and responsibilities.
- 2.2 Condrey and Associates staff will make recommendations for revision of the position classification system based on 2.1 above.

Phase III – Job Evaluation

- 3.1 Condrey and Associates staff will furnish a job evaluation format of established procedures for ranking jobs and measuring differences in job content.

- 3.2 Condrey and Associates staff and appropriate city officials will select a format best suited for measuring different levels of knowledge, skills, and abilities required to perform the jobs to be evaluated.

Phase IV – Marketplace Compensation Survey

Condrey and Associates will:

- 4.1 Condrey and Associates will conduct a salary survey of organizations specifically for this project.
- 4.2 Condrey and Associates will collect, review, and format published salary data covering relevant public and private organizations.
- 4.3 Condrey and Associates will analyze and format the survey data for use in establishing competitive pay levels.
- 4.4 After the survey data is compiled, Condrey and Associates will review all data generated to this point with appropriate officials to determine what additional information needs to be considered before moving to the next phase.

Phase V – Developing a Pay Plan

Condrey and Associates staff will:

- 5.1 Establish recommended pay grades based on the job evaluation results (Phase III) and the wage survey (Phase IV);
- 5.2 Evaluate current pay enhancements and explore additional enhancements to address recruitment and retention issues.
- 5.3 Establish pay steps or ranges in each grade and present the complete recommended pay plan to appropriate officials for review. At this point the plan will reflect the data from Phases III and IV as well as cost-of-living data, and the jurisdiction's financial condition and compensation policy.

Phase VI – Implementing and Administering the Program

Condrey and Associates staff will:

- 6.1 Recommend a series of career ladders and lattices as appropriate.
- 6.2 Determine the proper FLSA designation of each position.

- 6.3 Present alternative plans to ameliorate salary compression.
- 6.4 Be available to provide a reasonable level of ongoing technical assistance necessary to maintain the program.

Cost and Duration

The cost to Condrey and Associates to provide the services specified in this proposal will be a **fixed fee** of \$17,500. Considering the scope of the project, we anticipate a three and one-half (3 1/2) month work plan beginning March 15, 2017, with final reports submitted on or before June 30, 2017. Follow-up technical assistance will be provided through June 30, 2018 at no additional cost to the city (with the exception of travel-related costs). Formal involvement would terminate June 30, 2017.

City of Opelika
Schedule of Activities

<u>DATE</u>	<u>ACTIVITY</u>
March 2017	o Conduct department head interviews
April 2017	o Conduct salary survey
May 2017	o Develop preliminary cost estimate o Present preliminary classification and pay report
June 2017	o Publish final report
July 2017 – June 2018	o Provide follow-up technical assistance in pay plan implementation

Project Director: Dr. Steve Condrey, President
Condrey and Associates, Inc.
PO Box 7907
Athens, GA 30604-7907
(706) 380-7107 (Phone)
(586) 816-4067 (FAX)
steve@condrey-consulting.com
www.condrey-consulting.com

RESOLUTION NO. 028-17

Agreement for Governmental Services with the Bloom Group, Inc.**RESOLUTION NO. _____****RESOLUTION AUTHORIZING AGREEMENT WITH THE BLOOM GROUP, INC.**

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

WHEREAS, The Bloom Group, Inc. (“The Bloom Group”) has extensive experience in governmental affairs; and

WHEREAS, The Bloom Group has a proven track record in resolving legislative issues and communicating client needs and positions with the state’s legislative community; and

WHEREAS, the City desires to engage The Bloom Group to advocate and promote legislation important to the City which is anticipated to be introduced for consideration by the Legislature of Alabama; and

WHEREAS, a proposed Agreement for Governmental Services to be entered into between the City and The Bloom Group has been prepared and submitted to the City Council for approval, and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Agreement.

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

1. That the proposed Agreement between the City and The Bloom Group, Inc., 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 Agreement.

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

3. That the officers of the City and any person or persons designated and authorized by any officers of the City to act in the name and on behalf of the City, or any one or more of them, are authorized to do or cause to be done or performed in the name and on behalf of the City such other acts and to execute and deliver or cause to be executed and delivered in the name and on behalf of the City such other notices, certificates, assurances or other instruments or other communications under the seal of the City or otherwise, as they or any of them deem necessary or advisable or appropriate in order to carry into effect the intent of the provisions of this Resolution and the attached Agreement.

4. That all compensation and expenses payable to The Bloom Group, Inc., pursuant to the Agreement 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 Agreement.

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

**STATE OF ALABAMA
MONTGOMERY COUNTY**

AGREEMENT

THIS AGREEMENT is made effective this 7th day of February, 2017, by and between the **City of Opelika** (hereinafter referred to as "**City of Opelika**") and **The Bloom Group Inc.** (hereinafter referred to as "**The Bloom Group**").

WITNESSETH

WHEREAS, the **City of Opelika** is in need of governmental relations representation and procurement assistance within the State of Alabama and desires to hire **The Bloom Group** to provide such services; and

WHEREAS, **The Bloom Group** is in all respects qualified to render such services in the State of Alabama and handle such governmental relations work for the **City of Opelika**.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

TERM: This Agreement shall run for **Twelve (12) Months** from the execution of this contract.

SERVICES TO BE RENDERED: During the term of this Agreement, **The Bloom Group** shall render for the **City of Opelika** governmental relations services.

COMPENSATION: The **City of Opelika** agrees to pay for the services set out above, compensation in the amount of Four Thousand Dollars (\$4,000.00), per month, due by the 10th day of each month for the duration of the contract.

EXPENSES: This Agreement also contemplates the possibility of expenses being incurred by **The Bloom Group** as a function of the work to be performed on behalf of the **City of Opelika** and will submit such expenses to the **City of Opelika** for approval. To that end, the **City of Opelika** agrees to pay for approved travel expenses and other approved identifiable and invoiced expenses that are incurred by **The Bloom Group** on behalf of the **City of Opelika**.

LOBBYIST REGISTRATION: **The Bloom Group** represents that they are registered lobbyists under the applicable laws of the State of Alabama and is free to engage in work necessary to represent the **City of Opelika's** interest in Alabama pursuant to this Agreement.

ATTORNEY FEES: In the event it becomes necessary to sue to enforce any provision of this Agreement, the prevailing party shall be entitled to recover, in addition to any other amounts awarded, reasonable legal costs of such suit including court costs and attorney fees.

ENTIRE AGREEMENT: This instrument contains the entire agreement of the parties. No modification, amendment, change or other alteration shall be binding upon the parties unless the same is in writing and signed by all the parties hereto.

GOVERNING LAW: The provisions of this Agreement are to be construed in accordance with and governed by the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date set forth above.

City of Opelika

BY: _____

Its: _____

THE BLOOM GROUP, INC.

BY: _____

Its: _____

Tax ID 63-0956955

THE
**BLOOM
GROUP**
INC



Governmental Relations Specialists

www.thebloomgroup.com ~ 334.244.8948

THE
BLOOM
GROUP
INC

February 7, 2017

Mayor Gary Fuller
City of Opelika
204 South 7th Street
Opelika, AL 36801

Dear Mayor Fuller,

Thank you for the opportunity to submit this proposal. We feel that The Bloom Group, Inc. is positively positioned to help the city reach its goals.

Gained over nearly three decades of working in governmental relations, our large network of contacts and a deep understanding of public policy and the inner workings of government allow us to utilize an array of resources on behalf of our clients.

We have no current clients with issues that we feel would create a potential conflict of interest with you or your goals. Our proposed fee schedule and terms are as follows:

- Twelve-month contract beginning February 7, 2017, totaling Forty-Eight Thousand Dollars (\$48,000) to be paid in equal monthly installments of Four Thousand Dollars (\$4,000) a month due by the tenth (10th) day of each month.
- The Bloom Group anticipates the possibility of additional expenses being incurred during work done on your behalf, including travel costs (lodging, transportation, meals, etc.) as well as other possible expenses. Any such expenses will be submitted to you for pre-approval, and then, if approved, itemized and invoiced in addition to the above fee schedule.

Thank you again for the opportunity to offer our services. Please feel free to contact us with any questions.

Sincerely,

Allen Sanderson, Principal

Hal Bloom, Jr., Founder & Principal

Phone: (334) 244-8948 • Fax: (334) 213-0688



401 Adams Ave., Ste 710 • Montgomery, AL 36104

www.thebloomgroup.com

Who We Are

In the midst of an always-challenging political landscape, a growing number of Alabama business, industrial and municipal clients rely on **The Bloom Group** to represent their interests in vital dealings with both state and federal legislative and regulatory communities. For more than 25 years, The Bloom Group has been a fixture in Alabama politics. Through our proven track record of success in resolving legislative issues and effectively communicating client needs and positions, we have earned a reputation as one of Alabama's premier governmental relations consultants.

What We Do

Decisions made in Montgomery and Washington have a direct and significant impact on the affairs of commercial, not-for-profit and governmental enterprises that do business in Alabama. Knowing who, what, when, why and where is the key to influencing a favorable outcome.

Our professional governmental relations counsel gives you vital and timely information, access to decision-makers, strategies to affect change, and the talent, know-how and experience to get your message across in government circles, in the media and among your constituents, clients or customers.

The Bloom Group also offers clients the highest level of communications services in support of the governmental relations services.

How We Do It

The Bloom Group knows that each client is unique and has a specialized set of needs; thus our initial approach is to fully understand your organization or business, inside and out. Once we know who you are, we can confidently craft an effective plan and implement solutions to your challenges.

We are noted for strategic coalition building that gets results, based in great part on our extensive knowledge of the legislative process and our long-time personal and professional relationships with those in the state's governmental and civic leadership positions.

The Bloom Group serves its clients in a professional manner that consistently yields positive outcomes. We are proud and honored to represent some of the finest businesses and trade organizations in Alabama and in the nation.

What We Can Do For You

The Bloom Group will keep you ahead of the curve and up-to-date on the activities of the Alabama Legislature, Congress and the local, state and federal regulatory agencies that often have enormous impact on the operation of a business. We also keep you informed on the status and progress of specific issues that are of interest to you. In addition, our firm provides you with the access and know-how to deal effectively with the media, key opinion leaders, policy makers, coalitions and grassroots constituencies.

Our Services

The Bloom Group offers a full range of governmental relations and communications services customized to meet your specific needs.

The Bloom Group:

- Monitors state legislative sessions and committee hearings for “on-the-floor” and “behind-the-scenes” action.
- Publishes a monthly newsletter called Group Watch, which includes a review of major issues. Group Watch is published weekly during session, and each week's newsletter focuses on bills that may impact your business and tracks the status of key legislation. Whether a bill is in committee, or has passed both houses, you will know the status of issues affecting you and your company.
- Reports findings at meetings or other special events to keep your associates updated. The Bloom Group professionals are always immediately available to answer your questions concerning legislative activity that could impact you.
- Represents your organization at public hearings, presenting your point of view to lawmakers, other decision makers, agency representatives and the public.
- Offers a wide range of communications services, including development and dissemination of press releases, position papers, letters and other documents in support of your legislative objectives. We also offer media coaching.*
- Gives you the advance notice you need to act quickly on issues critical to the future of your organization.
- Assists in developing and promoting legislation important to your success.
- Spearheads coalition development with interest and advocacy groups.
- Provides issue management and research services.

All services are based upon a negotiated fee.

**Communications services are not included in our general service fees and are provided through our partnership with a public relations/writing professional and a media coach and are charged at an additional hourly rate.*

Our Clients

While The Bloom Group specializes in representing Fortune 500 companies, large associations, municipalities and entities in the healthcare field, the diverse backgrounds of our principals and associates ensure that we have the knowledge and connections necessary to serve a wide range of businesses and organizations.

But don't just take our word for it.

"Every organization that has the capability of being favorably or unfavorably impacted by the legislative process should invest resources in a lobbying partnership. To that end, our organization has enjoyed a longstanding partner in The Bloom Group. I have continually found them to effectively represent our interests in the legislative arena while being an invaluable resource relative to regulatory affairs. They are timely with their feedback, honest with their assessments and fiercely supportive of our agenda."

~ **Coosa Valley Medical Center**

The Bloom Group, Inc. Client List

Adams and Reese LLP
 Alabama League of Municipalities
 Allied Waste Services, LLC (BFI)
 American Council of Engineering Companies of Alabama (ACECA/Alabama)
 Anthem
 Birmingham Vending
 BP
 City of Birmingham
 City of Tuscaloosa
 City of Wetumpka
 Classic Optical Laboratories
 Coosa Valley Medical Center
 Crown Castle
 Data Recognition Corporation
 Health Management Resources
 Koch Companies Public Sector, LLC
 Manufacture Alabama
 Millennium Laboratories
 Public Insurance Adjusters
 Psychiatric Solutions, Inc.
 School Superintendents of Alabama
 Sequel TSI
 The Seraaj Family Homes
 Thornton Farish
 Talledega College

Meet The Bloom Group, Inc.



Hal W. Bloom, Jr. ~ Principal

As the founding principal of The Bloom Group, Hal Bloom brings our clients more than 25 years of experience in politics, with an in-depth understanding of the legislative process as well as the inner workings of state agencies. His leadership and the qualified team he's assembled ensure that clients always get professional services that yield real results. A seasoned and respected veteran in his field, Hal was chosen as one of the top lobbyists by *The Montgomery Advertiser* (1999).

Key Areas of Expertise

Insider knowledge of the legislative process
 Political coalition building
 Public and governmental finance
 Strategizing for and managing political campaigns

Key Professional Experience

Key legislative strategist, executive assistant and chief of staff to a two-term Speaker of the House
 Senior governmental affairs officer, public finance officer and investment banker
 supervisor for major statewide bank
 Investment banker for top Southeast investment firm

Key Issue Areas

Environmental, particularly solid waste disposal and clean water
 Municipal bond issues
 Government funding

Banking, investments and finance
 Commercial leasing
 Industrial relations and labor
 Prevailing wage
 State budget and taxation-business and municipal
 Federal grants

Professional & Community Affiliations/Honors

Member, Alabama Alliance of Business and Industry
 Legislative Liaison, League of Municipalities Committee on State and Federal Legislation
 Chairman of Advisory Board, Baptist Medical Center-East
 Former Board Member, Alabama Industry and Manufacturers Association
 Former Board Member, Alabama-Guatemala Partners of the Americas
 Consultant, State Tax Reform Study Commission
 Who's Who in the South and Southwest
 Who's Who in Executives and Professionals
 Strathmore's Who's Who
 Paul Harris Fellow, Rotary International
 Past President, Montgomery Rotary Club
 Member, President's Cabinet, The University of Alabama
 Member, Board of Visitors, The University of Alabama Honors College
 Chairman, Board of Directors, The University of West Alabama Foundation
 Member, Board of Trustees, University of West Alabama
 Alumni Achievement Award, University of West Alabama
 Member, The Society of the Golden Key, University of West Alabama

Education

BS, Business and Commerce, University of West Alabama
 Registered Representative, NASD/New York Stock Exchange
 Graduate, Chamber of Commerce Executive Institute, University of Georgia



Allen Sanderson ~ Principal

Allen Sanderson is a valuable part of The Bloom Group team. The former House Republican Minority Whip joined The Bloom Group in 2008 and became a principal in 2010. He has over 30 years of political, legislative and campaign experience, which includes 12 years as a member of the Alabama House of Representatives. While a member of the House, Allen served eight years on the powerful Rules Committee and eight years on the Health Committee with four years as vice-chairman. He was also elected to the Legislative Council. In addition to his political expertise, Allen brings real world business experience, working for over 20 years as a real-estate agent and investor specializing in commercial leasing.

Key Areas of Expertise

Healthcare
 Insider knowledge of the legislative process
 Political coalition building
 Real Estate
 Public and governmental finance

Key Professional Experience

Served 12 years in the Alabama House of Representatives
 Republican Minority Whip for ten years, Vice-Chairman of the Alabama House Health Committee
 Member of Rules, Commerce and Boards & Commissions Committees
 Legislative Council
 Commercial leasing agent
 Alabama State Board of Chiropractic Examiners (former board member)

Key Issue Areas

Healthcare

Legislative affairs
Government relations
Real estate
Construction

Professional & Community Affiliations/Honors

Legislator of the Year, American Cancer Society
State Volunteer of the Year, American Cancer Society
Recipient of the prestigious Wes Nowlin Award, American Cancer Society – highest award given to a volunteer in the state of Alabama
Public Servant of the Year, Alabama Kidney Association
Member, Manufacture Alabama Governmental Affairs Committee



Garrett Jemison ~ Associate

Garrett Jemison is the newest member of The Bloom Group team and brings his strategic planning skills, his detailed understanding of the interface of business and government and a long-standing relationship with Alabama's Congressional Delegation to bear on behalf of our clients. After graduating from The University of Alabama in 2008, Garrett continued the association he formed with Senator Richard Shelby as an intern while still in school when Senator Shelby selected Garrett to serve in his personal office. Garrett next went to work at Mowery Consulting Group, a strategic communications, public relations and campaign consulting firm. In 2011, Senator Shelby asked Garrett to serve as his State Director, where Garrett oversaw in-state operations and set up events in all 67 counties for the senator's annual state tour, giving him a first-hand look at the needs of everyday Alabamians across all regions of the state. In 2014, Garrett formed Jemison Inc., and now, in addition to his work with The Bloom Group, he maintains a diverse portfolio of clients ranging from energy, defense and education, to associations, municipalities and counties.

Key Areas of Expertise

- Governmental relations
- Issue advocacy
- Media communication
- Campaign messaging and communications
- Grassroots organization
- Crisis management
- Community relations
- Alabama's Congressional Delegation

Key Professional Experience

Served as State Director for Senator Richard Shelby

Planned more than 250 public relations events for Senator Shelby
Raised more than \$1 million in campaign fundraising

Key Issue Areas

Economic and business development
Telecommunications
Tourism and hospitality
Banking and finance
Transportation
Traditional and alternative energy
Appropriations
Federal grants management

Education

BA in Political Science with a minor in Public Relations, University of Alabama



James Dupree, Jr. ~ Associate

James brings more than 25 years of juvenile justice experience and professional accomplishments to The Bloom Group, and he puts his detailed knowledge of interactions between government and the private sector to work for our clients. He was the CEO of the Alabama Department of Youth Services, and has worked as a consultant on criminal justice and business matters and as management professor at the University of Alabama graduate school.

Key Areas of Expertise

- Organizational management
- Governmental affairs
- Health and human services
- Criminal justice
- Court testimony and legal proceedings
- Education
- Public utilities
- Community relations

Key Issue Areas

- State and federal funding
- Licensure and regulation
- Facilities planning
- Health, mental health and services for youth and adolescents
- Legislative affairs
- Economic and business development

Professional & Community Affiliations

- Advisory Board – Baptist Hospital, Montgomery
- Governor's Juvenile Justice Advisory Board

Montgomery Rotary Club
Board of Directors of the Southeast YMCA
Alabama Health Insurance Plan Board
Board of Directors of the American Red Cross of Central Alabama
Senior Consultant with the American Corrections Association
Council of Juvenile Corrections Administrators
Past Vice Chair of the National Commission on Accreditation in Corrections
Past Chair of the Alabama Board of Social Work Examiners
Past President of the Alabama Conference on Social Work
Past Chair of the Alabama Conference AME Church Credit Union
Past member of the Montgomery Family Guidance Center Board
Past member of the Montgomery Group Homes for Children Board
Past member of the American Association of State Social Work Boards

Education

MS, University of Alabama
BS, Miles College



John W. Floyd ~ Associate

John W. Floyd offers our clients a wealth of hands-on experience gained in more than 20 years of work in local and state government, including an extensive background in community relations. He previously served as Talladega County Juvenile Court Administrator and as Director of Regional and Community Services and Legislative Liaison for the Alabama Department of Youth Services. He also served as Executive Vice President of the Sylacauga Chamber of Commerce; as Secretary/Treasurer of the Sylacauga Industrial Development Board; as Council President; and later, as Mayor of the City of Sylacauga. He currently serves as Board Chairman of the Coosa Valley Baptist Medical Center.

Key Areas of Expertise

Local and state government management
 Human services expertise
 Knowledge of the legislative process
 Economic development experience
 Organizational management
 Community and governmental relations
 Grant writing experience

Key Issue Areas

Community relations
 Government relations
 Health care
 Legislative affairs
 Local government planning, evaluation and financing
 State government planning, evaluation and financing
 Economic development programs and evaluation
 Existing business and industry

State, federal and foundation grants
Industrial development financing
Commercial development

Professional & Community Affiliations

Member, The Alabama Hospital Association
Member, The Independent Automobile Dealers Association of Alabama
Former governor's appointee to the Alabama Department of Youth Services Board
Former governor's appointee to the Region Four Law Enforcement Planning Agency Board
Former member of the Alabama League of Municipalities Utilities, Commerce and Transportation Committee
Former member of the Citizens Advisory Council for the Alabama Department of Human Resources

Education

BS, Business and Economics, University of West Alabama
Certified Public Manager Program, Auburn University at Montgomery



Perry C. Roquemore ~ Associate

Perry C. Roquemore, Jr. brings to the Bloom Group more than 37 years of experience gained from serving the Alabama League of Municipalities as League Staff Attorney (1974-1985), League Assistant Director (1985-1986) and League Executive Director (1986-2011). During many of these years he also served as General Manager of the Municipal Workers Compensation Fund, Inc., Secretary-Treasurer of the Alabama Municipal Insurance Corporation and Secretary-Treasurer of the Alabama Municipal Funding Corporation.

During his years of service with the League, Perry was responsible for advising municipal officials and employees from over 450 League member cities and towns. He has written numerous articles on municipal government and has addressed numerous gatherings of municipal officials on municipal matters. He authored much of the handbook and many other guides used by all elected municipal officials in Alabama.

Perry was involved with League legislative lobbying efforts since 1975. During this period, many laws benefiting member municipalities were enacted by the State Legislature. He has also served as liaison between the League and other interest groups on matters affecting municipal government. He has taught graduate school and law school courses in the fields of Local Government Law, Legislative Law and Administrative Law for the University of Alabama and Jones Law School.

Key Areas of Expertise

Municipal government law
 Knowledge of the legislative process
 Organizational management

Governmental Affairs
Mayor-Council relations

Key Issue Areas

Municipal taxation
Municipal government organization and structure
Municipal zoning and planning
Municipal boards
Legislative affairs

Professional & Community Affiliations

Alabama State Bar
Montgomery County Bar Association
Former Member of the Board of Directors, National League of Cities
Former Member of the Board of Directors and Vice Chair of NLC-RISC
Former Chair of the NLC State League Planning Group
Former Member of the Board of Directors of the Southern Municipal Conference
Former Member of the Board of Directors and Vice Chair of the Alabama Communities of Excellence Program
Former Governor's appointee to numerous state entities
Former Chief Justice appointee to several state court committees

Education

B.A., Political Science, University of Alabama
J.D., University of Alabama School of Law

ORDINANCE NO. (ID # 2084)

Amend Zoning Ord & Map: 305 2Nd Avenue from C-2, GC to C-3, GC and 215 2Nd Avenue from C-3. GC to C-2, GC - 1St Reading.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE ZONING

ORDINANCE AND ZONING MAP OF THE CITY OF OPELIKA

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

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

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

PARCEL ONE

Commencing at the South Corner of the rectangle formed by the intersection of Second Avenue and Third Street, and run thence in a Southwesterly direction along the Southeasterly margin of Second Avenue 100 feet; run thence in a Southeasterly direction, parallel to Third Street for a distance of 120 feet; run thence in a Northeasterly direction parallel to Second Avenue for a distance of 100 feet, more or less, to the Southwesterly margin of Third Street; run thence in a Northwesterly direction along the Southwesterly margin of Third Street for a distance of 120 feet to the point of beginning. Being a part of Lot 3-A of Block 37 as shown by Totten’s Official Real Estate Map of Opelika, Alabama, 1930.

PARCEL TWO

One lot in the City of Opelika, in Lee County, Alabama, containing one-half acre, more or less, more particularly described as follows: The Southwest half of Lot No. Three (3) in Block Thirty-Seven (37), according to the Grant Survey, said Southwest half of Lot Three (3) being described as follows: Beginning at a point on the Southeast side of Second Avenue, 100 feet Southwesterly from the South corner of the rectangle formed by the intersection of Second Avenue and Third Street, and running thence Southwesterly, along the said Southeast side of Second Avenue, a distance of 100 feet; thence in a Southeasterly direction, at right angles, to said Second Avenue and parallel with said Third Street, 190 feet; thence in a Northeasterly direction, at right angles with said Third Street and parallel with Second Avenue, a distance of 100 feet; thence in a Northwesterly direction, at right angles with said Second Avenue and parallel with said Third Street, a distance of 190 feet to the beginning point, together with all improvements and fixtures situated thereon. The lot hereby conveyed fronts 100 feet on Second Avenue and runs back of uniform width, a distance of 190 feet, together with all improvements and fixtures situated thereon.

The above-described parcels of land are further described as 305 Second Avenue, Opelika, Alabama.

(b) From a C-3, GC District (General Commercial, Gateway Corridor Overlay District) to a C-2, GC District (Office/Retail, Gateway Corridor Overlay District), the parcel of land herein described:

Commence at the point where the Southeast margin of Second Avenue in the City of Opelika, Lee County, Alabama intersects the Northeast margin of Third Street, both public streets in the City of Opelika, Lee County, Alabama, which is the POINT OF BEGINNING; thence run South $41^{\circ}33'$ East for 108.95 feet; thence run North $48^{\circ}27'$ East for 90.0 feet to the Westerly side of the property described as tract two in that certain warranty deed from I. J. Scott, Sr., and Frances M. Scott of record in the Office of the Judge of Probate in Deed Volume 1014 at Page 95; run thence North $41^{\circ}33'$ West for 108.95 feet to the Southeast margin of Second Avenue; run thence South $48^{\circ}27'$ West along the Southeast margin of Second Avenue for 90.0 feet to the POINT OF BEGINNING.

The above-described parcel of land is further described as 215 Second Avenue, Opelika, Alabama.

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

Section 3. This Ordinance shall be published in a newspaper of general circulation in the City of Opelika, Lee County, Alabama.

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

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

ATTEST:

 CITY CLERK

TRANSMITTED TO MAYOR on this the ____ day of _____, 2017.

CITY CLERK

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2017.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. (ID # 2086)

Amend Zoning Ord & Map: 1310 1St Avenue, 19,000 Sf Lot, from M-1 to R-4 - 1St Reading.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE ZONING

ORDINANCE AND ZONING MAP OF THE CITY OF OPELIKA

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

Section 1. That Ordinance 124-91 entitled “Zoning Ordinance City of Opelika, Alabama”, adopted on September 17, 1991, and the Zoning Map of the City of Opelika provided for and referred to therein, as previously amended and/or modified, be and the same is hereby amended by rezoning or redistricting the parcel of land hereinafter in this section described, so as to change such parcel from one class of district to another class of district as follows, to-wit:

From a M-1 District (Industrial District) to a R-4 District (Medium Density Residential District), the parcel of land hereinafter described:

A parcel of land lying in Section 7, Township 19 North, Range 27 East in Opelika, Lee County, Alabama, said parcel being more particularly described as follows: From the intersection of the Northwest line of First Avenue with the Northeast line of 14th Street, run thence North 46°01’35” East along the Northwest line of First Avenue for 102.19 feet to the point of beginning; FROM THIS POINT OF BEGINNING, run thence North 45 degrees West for 188.02 feet to a point on the Southeasterly margin of a twenty foot alley; thence North 44°44’22” East along the Southeasterly margin of said alley for 100.22 feet; thence South 44°55’35” East for 190.02 feet to the Northwest margin of First Avenue; thence along the Northwest margin of said street, South 45°54’59” West for 99.99 feet to the point of beginning. This parcel of land is also known as Lot 1-B of Block 23 of Totten’s Real Estate Map of the City of Opelika, Alabama.

The above-described parcel of land is further described as 1310 First Avenue.

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

Section 3. This Ordinance shall be published in a newspaper of general circulation in the City of Opelika, Lee County, Alabama.

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

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

ATTEST:

 CITY CLERK

TRANSMITTED TO MAYOR on this the ____ day of _____, 2017.

CITY CLERK

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2017.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. (ID # 2110)

Amend City Code, Sec 9.5, Food Vendors - 1St Reading.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE *CODE OF ORDINANCES* OF THE CITY OF OPELIKA, ALABAMA BY ADDING A NEW CHAPTER 9.5 ENTITLED “FOOD, FOOD ESTABLISHMENTS AND FOOD VENDORS; BY ADDING ARTICLE I THEREOF ENTITLED “MOBILE FOOD VEHICLES AND PUSHCARTS”; ESTABLISHING REGULATIONS FOR MOBILE FOOD VENDORS; DECLARING A PENALTY; REPEALING ORDINANCES IN CONFLICT, PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE

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

Section 1. **Amendment.** That the *Code of Ordinances* of the City of Opelika, Alabama, is hereby amended by adding a new Chapter 9.5 entitled “Food, Food Establishments and Food Vendors to read as follows:

Chapter 9.5 FOOD, FOOD ESTABLISHMENTS AND FOOD VENDORS

ARTICLE I. Mobile Food Vehicles and Pushcarts.

Sec. 9.5-1 Application and Scope of this Article.

The provisions of this article apply to mobile food vehicles and pushcart vendors engaged in the business of cooking, preparing and distributing food or beverage with or without charge upon public and private spaces.

Sec. 9.5-2 Purpose.

The general purpose of these regulations is to promote the health, safety, comfort, convenience, prosperity and general welfare of the citizens of Opelika by requiring that new and existing mobile food vehicles and pushcart vendors provide residents and customers with a level of cleanliness, quality and safety.

It is also the intent of these regulations to establish reasonable guidelines and restrictions for mobile food vehicles and pushcart vendors in relation to established restaurant businesses and encourage the safe and convenient use of the City's public rights-of-way.

Sec. 9.5-3 Findings.

The City of Opelika does hereby find that:

(a) Alabama municipalities are authorized to regulate the use of public streets for public health, safety, welfare and convenience.

(b) No person, firm, association or corporation is authorized or permitted to use the streets, avenues, alleys, public rights-of-way of any municipality for the operation of any private enterprise, without first obtaining the consent of the proper authorities of such municipality. (Ala. Const. Article XII, §220; *Code of Alabama* 1975 §11-49-1(a)).

(c) Mobile food vehicles and pushcart vendors are operating near and affecting the trade of established restaurants that have invested in property and pay taxes in the City of Opelika.

(d) Despite concerns of the potential effects on established restaurants and the interest of citizens in the use of public rights-of-way for safe and convenient travel, mobile food vehicles and pushcarts are a national trend and provide the useful service of convenience and varied dining options in business areas and in areas that lack nutritional dietary options.

(e) The City Council of the City of Opelika finds that it is in the interest of the public health, safety, welfare and convenience to authorize the operation of

mobile food vehicles and pushcart vendors within the City of Opelika, subject to regulations to protect the safe and convenient use of public rights-of-way and to balance the rights and interests of these mobile businesses with those of established restaurant businesses.

Sec. 9.5-4 Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

“Applicant” means any person or business who applies for a license or license renewal under the provisions of this article.

“Business License” means the license required of any business to operate within the City by the license code of the City.

“City” means the City of Opelika, Alabama.

“License” means the business license issued by the City which allows a mobile food vendor to operate within the City of Opelika.

“Licensee” means holder of a business license issued by the Purchasing/Revenue Department.

“Mobile Food Vehicle” means, except for pushcarts, a unit mounted on or pulled by a self-propelled vehicle where food or beverage for individual portion service is prepared, including prepackaged foods; is designed to be readily movable; and from which food or beverages are vended, served or offered for sale.

“Operator” means the individual or business entity that is legally responsible for the operation of the mobile food vehicle or pushcart, such as the owner, the owner’s agent or other person, and possesses a valid permit to operate a mobile food vehicle or pushcart.

“Operating Hours” means the designated time frame mobile food vehicles and/or pushcarts are authorized to operate within the City.

“Owner” means the individual or business entity who owns and operates the mobile food vehicle or pushcart used in business for the purpose of earning income.

“Permit” means written authorization or approval which authorizes the holder to vend food items from a mobile food vehicle or pushcart at authorized locations and times, for a specified period of time. Under the provisions of this *Code* section, a “permit” is not equivalent to a license, and vice-versa.

“Permittee” means the entity, person, company or corporation which has been granted a permit by the Purchasing/Revenue Department to operate one or more mobile food vehicles or pushcarts within the City.

“Pushcart” or **“Cart”** means a non-self-propelled mobile food unit that is lightweight enough, designed and intended to be moved by one person. A pushcart can be used to prepare and serve only:

- (1) Non-potentially hazardous foods such as popcorn, lemonade, soft drinks, hotdogs, pizza;
- (2) Flavored ice, ice cream, yogurt and desserts maintained at required temperatures; or
- (3) Foods pre-wrapped, as necessary, including sandwiches and tacos, and maintained at required temperatures.

“Restaurant” means a brick-and-mortar establishment where meals are generally served and eaten on the premises; prepares and serves food and drink to customers in return for money, either paid before meal, after meal or with a running tab.

“Person” means any natural individual, firm, partnership, association, company or corporation. Whenever the word “person” is used in any section in this article prescribing a penalty or fine as applied to a partnership or association, the word shall include the partners or members thereof; such word as applied to corporations shall include the officers, agents or employees thereof who are responsible for any violation of such section; such words as applied to limited liability companies shall mean the members, agents or employees thereof who are responsible for any violation of such section.

Sec. 9.5-5 Permit and License Required for Yearly Operation.

It shall be unlawful for any person to operate within the City a mobile food vehicle or pushcart without having obtained from the Purchasing/Revenue Manager a mobile vending food permit for that purpose and a business license. The requirement to obtain a business license is independent of the grant of any permit. All mobile food vendors must obtain an annual business license issued by the Purchasing/Revenue Department prior to commencing any food sales in the City. Licenses shall be assigned NAICS Code 72212 and shall be subject to the provisions of Schedule S of Section 8-37, License Classifications.

Sec. 9.5-6 Application for Mobile Food Vending Permit.

(a) **Generally.** An application for a mobile food vending permit shall be made to the Purchasing/Revenue Department. The Purchasing/Revenue Department may promulgate forms for such application, but in the absence of such forms the application shall be in writing and signed by the applicant. The application shall then be forwarded to the Planning Department for review. The application must receive approval from the Purchasing/Revenue Department and Planning Department prior to its final approval and the issuance of a permit. The application may be reviewed by any departments of the City as may be convenient or necessary to determine whether the application is complete or whether the permit should be granted.

(b) **Application contents.** The application shall contain all of the following:

1. The name, mailing address, physical address, telephone number(s) and e-mail address of the applicant or applicants. If an applicant is anything other than a natural person, then all documents related to the creation and maintenance of the

entity such as Articles of Incorporation and similar relevant documents shall be included.

2. Such information to allow the determination to be made whether the applicant does or will meet all permit requirements and whether the grant of the permit will be consistent with public safety and in the best interests of the City and public. The Purchasing/Revenue Department and/or Planning Department may by rule or practice include specific information requests and documentation either to be included on the application form or to be required to be provided by supplementation after application is made.

3. Photographs or other accurate graphic depictions of the mobile food vehicle or pushcart along with its size, dimensions and other description, all as it is to be setup for business, shall be included in the application. If the permit is granted, it shall apply only to the mobile food vehicle or cart so depicted and described.

4. All insurance, release, indemnity and hold harmless documents, certificates and/or assurances to meet requirements of Section 9.5-9.

5. Copies of all applicable certificates from food preparation associations or other business organizations to which the applicant belongs; all permits, licenses and/or other approvals from the Health Department, State, and Lee County.

6. Name and address of the approved food supply source and any affiliated food establishment in the City.

7. The proposed location(s) and times of operation for conducting business.

8. The anticipated volume of food to be stored, prepared and sold.

9. Description of preparation methods and food products offered for sale, including the intended menu, display and distribution containers.

10. The dates, jurisdiction, court and disposition of:

(a) All felony charges related to the applicant or any principal of applicant.

(b) All misdemeanors and violations related directly or indirectly related to food, food preparation, food vending operations and/or business operations related to the applicant or any principal of applicant.

11. Such other additional information required by law, rule or ordinance or that any department of the City reasonably deemed important to assist the City in determining whether the permit should be granted. The applicant shall be provided reasonable time to supplement the application.

Sec. 9.5-7 Permit Fees.

Upon approval of an application for a mobile food vending permit, the annual permit fee shall be \$10.00 for each vehicle or pushcart.

Sec. 9.5-8 Form of Permit.

In addition to naming the vendor, the approved operating locations (sites) and other information deemed appropriate by the Purchasing/Revenue Manager of the Purchasing/Revenue Department, the mobile food vending permit shall contain the following conditions:

(a) Each mobile food vending permit shall expire on December 31st of each year.

(b) The permit shall not be transferable from person to person or from place to place without the approval of the Purchasing/Revenue Manager.

(c) The permit is valid for one (1) vehicle or pushcart only.

Sec. 9.5-9 General Rules and Regulations.

(a) **Compliance with law generally.** Except as otherwise provided in this article, all ordinances, rules and regulations applicable to streets, sidewalks and other places to which the permit is applicable, shall apply to the permittee.

(b) **Location of service.**

(1) No mobile food vehicle and/or food cart shall operate in the Downtown Business District zoned C-1, except as provided in Section 9.5-9(n).

(2) No food cart shall operate in any residential area.

(3) No mobile food vehicle and/or food cart shall operate upon the following streets in the Tiger Town Shopping Center area:

- (i) Frederick Road between Parker Way and Interstate Drive;
- (ii) Gateway Drive between Frederick Road and Capps Landing;
- (iii) Enterprise Drive;
- (iv) Tiger Town Parkway;
- (v) Interstate Drive.

(4) No mobile food vehicle and/or food cart shall operate in those areas prohibited under Sections 9.5-9(o) and (q).

(5) Except as otherwise provided in subsections 1 thru 4 above, licensed mobile food vehicles and/or push carts may operate and conduct business in all other areas of the City of Opelika, subject to the provisions of Section 9.5-9(b)(6).

(6) The mobile food vehicle or cart may be located only at specific locations approved by the Planning Department. Permittee shall have the responsibility to initiate a request to utilize such locations. The Planning Department shall have complete discretion as to which locations to approve considering the needs of traffic, pedestrians, public safety, public works, public convenience, the general use of adjacent private property and any other factor that is proper and lawful for the City to consider in approving or disapproving such locations. The Planning Department shall have continuing authority to approve locations, grant conditional approvals, revoke prior approval of locations, make conditional revocation of approved locations, require adjustments by permittee in setup of locations to accommodate public safety and convenience and to otherwise maintain full lawful control over all public ways of the City. Permittee shall acquire no property interest or privilege of any kind in any location approved by the Planning Department. In the event the permittee disagrees with any determination as to a location approved or disapproved by the City, Permittee may appeal within thirty (30) days to the Opelika City Council which shall hold a public hearing and determine whether the location should be allowed, disallowed or allowed or disallowed with certain conditions.

(c) **Size of unit.** The service unit shall not be of such size as to interfere with the City or public's use of any public ways. Mobile food vehicles must maintain a fifteen (15) foot clearance from fire hydrants, driveway entrances and handicap parking spaces, ramps.

(d) **Business license required.** The requirement to obtain a business license from the City is independent of the grant of any permit. Permittee shall pay and maintain a current and proper business license for all business activity conducted as part of the permit activity and shall comply with all ordinances, rules and regulations applicable to the business license.

(e) **Location near restaurants.** Permittee shall not locate the mobile food vehicle or cart within two hundred (200) feet of the main entrance of any premises upon which is located a licensed restaurant or other seller of prepared food, unless it is the permittee's restaurant, or unless the written consent of the owner or manager of such restaurant is obtained in advance and is available for inspection upon request. If the owner or manager of such restaurant grants such permission to permittee, the consent may contain reasonable conditions such as allowing permittee to locate at a specific distance less than two hundred (200) feet from the

main entrance of the restaurant, to not serve certain types of food, or other reasonable conditions.

(f) **Insurance, release and indemnity.** The permittee shall, for the duration of the permit, maintain liability insurance in the form of a comprehensive general policy. This insurance shall be in sufficient amounts to reasonably assure the permittee's financial responsibility in the event of a claim, with the following minimum limits:

- (1) Three hundred thousand dollars (\$300,000) for bodily injury for each person injured;
- (2) One million dollars (\$1,000,000) for bodily injury for each occurrence;
- (3) One million dollars (\$1,000,000) for property damage for each such occurrence.

Certificates of insurance shall name and endorse as an additional insured the City and all of the City's officers, agents and employees, and shall be filed with the City. The insurance policy or policies herein required shall contain a clause obligating the insurer to give the City, by registered or certified mail, no less than thirty (30) days' written notice before any material change, cancellation, lapse or termination shall take place. Permittee shall also by reason for applying for and receiving a permit, release and hold the City harmless and indemnify the City, its officers, agents and employees, for any damage or claim for injury arising out of or resulting from permittee's operation, and a separate release and indemnity agreement may be required but the effectiveness of permittee's release and obligations shall not depend thereon. Such insurance, hold harmless, release or indemnity provision or requirement shall operate as a waiver or limitation of any defense, limitation or liability, indemnity or insurance coverage otherwise applicable to the City.

(g) **Other permits and licenses.** Permittee shall obtain and keep current and active all required permits, licenses and other approvals and grants of permission from all public agencies that regulate this type of business. Mobile food vehicles and push carts shall be operated from a commissary that is licensed or approved by all public agencies that regulate that type of business. Any suspension, revocation or other negative action related to any permits, licenses and other grant of permission from any public agencies in regard to the operation of this type of

business shall be the basis for revocation of the permit. The permit shall not operate to grant permission to continuing business if any such suspension, revocation or other action would make such continuation unlawful.

(h) **Single unit; replacement units.** Each permit shall apply to only one mobile food vehicle or pushcart, and a separate permit shall be required for each additional mobile food vehicle or pushcart. A damaged or destroyed mobile food vehicle or pushcart may be replaced if and only if approval therefore is obtained from the Purchasing/Revenue Department. Any such replacement unit must be of substantially the same type, size and dimension and with the same general characteristics as the original. Such replacement unit may be disallowed if the original permit would not have allowed the use of the replacement unit.

(i) **Hours of operation.** The hours of operation of any mobile food vehicle or pushcart shall be limited to the hours between 8:00 a.m. and 6:00 p.m. except as provided in this subsection and shall take place at approved locations. The owner of a permit may apply for a permit to extend the hours of operation. The application to extend hours will be reviewed by the Planning Department. The proposed extended hours of operation must be compatible with the existing uses in the neighborhoods where the mobile food vehicle or push cart operates. The extended hours of operation shall not adversely affect or place an undue burden on the neighborhood. An application which is determined by the Planning Department to be inconsistent with the public health, safety and welfare shall be denied. If all requirements are met, the Planning Department will approve the requested extended hours or approve shorter extended hours which are compatible with uses in the neighborhood. Extended hours shall not exempt the permittee from any other requirements of this chapter.

(j) **Trash and refuse.** Permittee shall contain all refuse, trash and litter within the mobile food vehicle or pushcart or a trash can maintained by the permittee, and located adjacent to the mobile food vehicle unit or pushcart in such manner as not to block or otherwise obstruct pedestrian or vehicle traffic. Permittee shall be responsible for properly disposing of such refuse, trash and litter as would any business and shall not place it in any public trash container, or in any private container without proper permission.

(k) **Dining area.** No mobile food vehicles shall provide or allow any dining area, including but not limited to tables, chairs, booths, bar stools, benches and standup counters.

(l) **Utilities.** Permittee must provide its own utilities and shall not use the City's utilities.

(m) **Obstruction of public ways prohibited.** Permittee shall not operate the mobile food vehicle in a manner as to block or otherwise obstruct any mobile vehicle or pedestrian traffic on any street, sidewalk, public way, fire lane or other public place.

(n) **Downtown business district.** It shall be unlawful to operate a mobile food vehicle or pushcart in the Downtown Business District zoned C-1, except in connection with special events such as parades, concerts, festivals, etc., authorized by City officials. The Revenue Officer may issue permits to mobile food vehicles and push carts in connection with special events subject to such reasonable conditions as the Revenue Officer may impose.

(o) **Schools.** On days when school is in session, it shall be unlawful for any permittee to operate any mobile food vehicle and/or pushcart within five hundred (500) feet of the property line of any public school without first obtaining written consent to operate from the Opelika Board of Education.

(p) **Special events.** No mobile food vehicle and/or pushcart vendor shall operate within five hundred (500) feet of any fair, stadium, carnival, circus, festival, special event, civic event or other like event that is licensed or sanctioned by the City unless the permittee is an authorized participant in such event. The Revenue Officer shall issue permits to the owners of mobile food vehicles and push carts in connection with special events subject to such conditions the Revenue Officer determines are necessary. The Revenue Officer shall approve the hours of operation with respect to the special event.

(q) **City-owned or controlled property.** It shall be unlawful for any permittee to operate a mobile food vehicle and/or pushcart in or within any City owned or controlled property, including public parks, without first obtaining written authorization from the Opelika City Council.

(r) **Unattended mobile food vehicles and push carts.** Mobile food vehicles and push carts shall not be left unattended or stored on a vending site when vending is not taking place or outside of the allowed hours of operation.

(s) **Parking overnight on street prohibited.** No mobile food vehicle and/or push cart shall be parked on a street overnight, or left unattended and unsecured at any time. Any mobile food vehicle and/or push cart which is found to be unattended shall be considered a public safety hazard and may be ticketed and impounded.

(t) **Display name and address of owner.** The mobile food vehicle or pushcart must prominently display the name and address of the owner.

(u) **Obstruction of public ways prohibited.** No mobile food vehicle and/or pushcart shall vend in any congested area where the operation will impede pedestrian or vehicle traffic, including customer queues, accessory units or signage.

(v) **Solicitation of occupants of vehicles prohibited.** No mobile food vehicle and/or pushcarts shall make or solicit any sales to occupants in vehicles or engage in any activities which impede vehicular traffic.

(w) **Operation in unauthorized area prohibited.** No operator of a mobile food vehicle or pushcart shall park, stand or move the mobile food vehicle and/or pushcart and conduct business within areas of the City where the permittee has not been authorized to operate. A mobile food truck operating outside of an approved route, at an unauthorized location or beyond the hours for which the operation has been permitted, shall be deemed operating without a permit in violation of this section and may be subject to enforcement under sections 9.5-10 and 9.5-13.

(x) **Customer service area.** The customer service area for mobile food vendors shall be the side of the vehicle that faces a curb along a sidewalk when parked. No food service shall be provided on the driving lane side of the vehicle. No food shall be prepared, sold or displayed outside of the mobile food vehicle.

(y) **Signage.** Signage is allowed only when placed on the mobile food vehicle and/or pushcart. No separate free-standing signs are permitted.

(z) **Compliance with parking regulations.** Mobile food vehicles when parked on public streets shall be parked in conformance with all applicable parking restrictions, and shall not hinder the lawful parking or operation of other vehicles.

(aa) **Fire safety.** Mobile food vehicles must have the following fire extinguisher on board during operation: minimum Class 2A, 10B and C rated extinguisher. If food preparation involves deep-frying, a Class K fire extinguisher must also be on the mobile food vehicle. Fire extinguishers shall be maintained pursuant to the National Fire Protection Association (NFPA).

(bb) **Non-exclusive permit.** The issuance of a permit does not grant or entitle the holder to the exclusive use of any service route or parking space.

(cc) **Sex offenders prohibited.** No registered sex offender shall operate or vend food from a mobile food vehicle and/or pushcart. Permittee must provide a background check from the Alabama Criminal Justice Information Center (ACJIC).

(dd) **Generator noise.** The decibels on any generator used by mobile food vehicle may not exceed "60 dBA". The operator must provide the manufacturer's specs on decibels generated by the particular generator. The Planning Department shall make the final determination if power generator used by mobile food vehicle constitutes a noise violation.

(ee) **Compliance with food service laws.** Permittee shall in all respects comply with all ordinances, laws, statutes, rules and regulations of any kind as they exist or are hereafter adopted or amended, including without limitation, those pertaining to the manufacture, preparation, display and service of foods, confections and beverages and/or pertaining to the operation and licensing of a mobile food service business.

(ff) **Permit non-transferable.** The mobile food vending permit shall not be transferred or assigned, in whole or in part, to another owner or operator unless the consent of the City is first given.

(gg) **Non-exclusive permit; police powers reserved, amendments to regulations.** Any permit granted pursuant to this article shall be non-exclusive. The City may grant any number of such permits as the City deems appropriate. The grant of a permit shall not limit or abridge any power or authority of the City to commence appropriate civil, criminal or other enforcement actions. The City retains full authority in the law to amend the ordinances, rules or regulations that apply to any permit. If a mobile food vehicle is parked on a public street, the vendor shall conform to all applicable parking regulations.

Sec. 9.5-10. Denial, Revocation, Suspension of Permit and/or Business License

An application or approved permit and/or business license may be denied, revoked, suspended or not renewed for any of the following reasons:

- (a) The permittee and/or licensee or any of its principals fail to satisfy any qualification or requirement imposed by this article, or other local, state or federal laws or regulations and pertain to the particular permit or license; and
- (b) The permittee and/or licensee or any of its principals is or has engaged in a business trade or profession without having obtained a valid license, permit or work card when such applicant or principal knew or reasonably should have known that one was required; and
- (c) The permittee and/or licensee or any of its principals has been subject, in any jurisdiction, to disciplinary action of any kind with respect to a license, permit or work card to the extent that such disciplinary action reflects upon the qualification, acceptability or fitness of the applicant or principal to conduct such a business; or
- (d) The permittee and/or licensee or any of its principals has been convicted of any crime that involves any local, state or federal law or regulation arising out of the operation of a similar business; or

(e) The permittee and/or licensee or any of its principals has been convicted of a crime as a result of having perpetrated deceptive practices upon the public within the past ten (10) years; or

(f) The mobile food vehicle or pushcart upon which the business is proposed to be conducted does not satisfy all local, state or federal laws or regulations which relate to the activity that is to be licensed; or

(g) The permittee and/or licensee or any of its principals is in default of any payments owed to the City; or

(h) The application contains material omissions or false, fraudulent or deceptive statements; or

(i) The mobile food vehicle and/or pushcart is operated in such a manner as constituting a public nuisance pursuant to the Opelika City Code or state statutes; or

(j) The proposed operation is in violation of any federal, state or local laws, including, but not limited to, the provisions of this article; or

(k) The licensee, his agents or employees interfere with an inspection of the food establishment by the Health Department; or

(l) There is a violation of any section of this article; or

(m) The Lee County Health Department denies, revokes or suspends the license of the mobile food vehicle or pushcart.

The provisions of this section are not exclusive. This section shall not preclude the enforcement of any other provisions of this article or state and federal laws and regulations. The Lee County Health Department may impose additional requirements to

protect against health hazards related to the operation of a mobile food vehicle or pushcart.

Sec. 9.5-11 Appeal to City Council upon Denial, Revocation or Suspension.

Upon any denial, revocation or suspension of a mobile food permit and/or business license by the Purchasing/Revenue Department, the applicant or permittee and/or licensee may appeal the denial, revocation or suspension to the City Council by filing a written statement of appeal with the City Clerk within ten (10) days following the denial, revocation or suspension and a hearing shall be held thereon by the Council at a regular meeting of the City Council or a continuance thereof. The applicant or permittee, during the appeal, may be represented by counsel.

(a) Prior to revocation, written notice shall be given to the permittee and/or licensee or person in charge. The notice shall set forth:

(1) The grounds upon which the City will seek denial, revocation or suspension of the permit and/or license.

(2) The specific violations of this article or of federal or state law upon which the City will rely in seeking denial, revocation or suspension of the permit and/or license.

(3) That a hearing will be held before the Opelika City Council.

(4) The date, time and place of the hearing; and

(5) That the permittee and/or licensee may appear in person or be represented by counsel and present testimony.

(b) The hearing shall be held in accordance with this section. If the permittee and/or license holder fails to appear at the hearing at the date, time and place specified, the City shall present sufficient evidence to establish a prima facie case

showing that an act or acts have been committed or omitted that constitutes grounds for denial, revocation or suspension of a permit and/or license.

(c) After completion of the hearing, the City Council shall make written findings as to whether or not grounds exist for denial, revocation or suspension of the permit and/or license. If the City Council finds that grounds do exist for denial, revocation or suspension, it shall deny, revoke or suspend the permit and/or license temporarily for up to one hundred eighty (180) days or permanently.

(d) A copy of the written findings shall be sent by certified mail, return receipt requested, to the permittee and/or licensee. If the address of the permittee or licensee is unknown, or if the findings are returned undelivered, the findings shall be served on the person in charge of the mobile food vehicle or by publication if necessary.

(e) If the City Council revokes the permit and/or license, the revocation notice shall be served on the permittee and/or licensee or person in charge with a copy of the findings.

(f) Upon service of written notice that the permit and/or license have been revoked as provided herein, all food operations shall cease immediately.

(g) Whenever a permit and/or license are revoked, the Lee County Health Department shall be notified.

(h) In the event a permit and/or license is revoked, the City shall not be liable to the permittee and/or licensee for any refund for any part of the permit and/or license fee.

(i) Reinstatement of a permit and/or license that is revoked shall require application of a permit and license fee as if it were an initial application. No new permit and/or license application shall be considered until the expiration period of the suspension or revocation.

Sec. 9.5-12 Service of Notices.

Any notice provided for in this article may be served by personal delivery, certified mail, return receipt requested or publication if found necessary.

Sec. 9.5-13 Penalties.

Any person found guilty of violating any provisions of this article shall be fined in an amount not less than fifty dollars (\$50.00) and not more than five hundred dollars (\$500.00) and may also be sentenced to imprisonment for a period not exceeding six (6) months, at the discretion of the court trying the case. Such violation shall be deemed a separate offense and shall be punishable as such hereunder.

Section 2. **Repealer Clause.** All former ordinances or parts thereof conflicting with this Ordinance or the sections hereby adopted are repealed to the extent they are in conflict. All remaining portions of said Ordinance shall remain in full force and effect.

Section 3. **Severability Clause.** If any section, subsection, clause, or portion of this ordinance is held to be invalid or unconstitutional by any court of valid jurisdiction, said section shall not effect any other section, subsection, provision, or portion of this Ordinance which is not in or of itself invalid or unconstitutional.

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

Section 5. **Effective Date.** This ordinance and the section adopted shall become effective and enforced immediately upon its passage and publication as required by law.

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

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

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

ATTEST:

CITY CLERK

TRANSMITTED TO MAYOR on this the ____ day of _____, 2017.

CITY CLERK

ACTION BY MAYOR

APPROVED this the _____ day of _____, 2017.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. 102-17-ORD

Rates and Charges for OPS Residential Fiber Customers - 1St Reading.

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 28-502 OF THE CODE OF ORDINANCES OF THE CITY OF OPELIKA PERTAINING TO RATES AND CHARGES FOR RESIDENTIAL FIBER OPTIC SERVICES; AMENDING ARTICLE X OF CHAPTER 28 OF THE CITY CODE BY ADDING SECTION 28-507 ENTITLED “CHANGES TO DATA SPEEDS” AND SECTION 28-508 ENTITLED “CHANGES TO VOICE SERVICES”; PROVIDING THAT THE CHANGES TO RATE SCHEDULES MADE HEREIN SHALL BE APPLIED TO MONTHLY CUSTOMER BILLS BEGINNING WITH THE MARCH 1, 2017 BILLING CYCLES; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE.

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

Section 1. **Amendment to Section 28-502.** That Section 28-502 of the *Code of Ordinances* of the City of Opelika, Alabama, entitled “Schedule of Rates and Charges”, is hereby amended to read as follows:

Sec. 28-502. - Schedule of rates and charges.

There is hereby adopted by the City the following schedule of rates and charges for residential video (television), data (Internet) and voice (telephone) services for **OPS ONE**:

Video Services	Features and/or Description	Monthly Price
Life ONE Video ¹	Channels 2 - 13 only, No STB needed, only available in bundle	\$ 29.99
Essential ONE Video ¹	No STB needed	\$ 64.99
OPS Essential Video ^{1, 2}	No STB needed	\$ 64.99
Choice ONE Video ¹	Applications Dashboard and Guide/1 HD STB included	\$ 76.99

¹⁰		
OPS Choice Video ^{1, 2, 10}	Applications Dashboard and Guide/1 HD STB included	\$ 76.99
Ultra ONE Video ^{1, 10}	Applications Dashboard and Guide/1 HD STB ⁹ and EPIX included	\$ 88.99
OPS Ultra Video ^{1, 2, 10}	Applications Dashboard and Guide/1 HD STB included	\$ 88.99
Sports Tier	Additional sports channels not available in video packages	\$ 6.00
Latino Tier	Additional Latino channels not available in video packages	\$ 6.00
HBO	Premium Video Service, Includes HD and SD channels	\$ 19.50
Showtime/TMC	Premium Video Service, Includes HD and SD channels	\$ 16.00
Cinemax	Premium Video Service, Includes HD and SD channels	\$ 16.00
Starz/Encore	Premium Video Service, Includes HD and SD channels	\$ 13.00
EPIX	Premium Video Service, Includes HD and SD channels	\$ 9.00
Video Equipment		
HD STB	Monthly charge unless included in service or bundle	\$ 6.00
HD/DVR STB	Monthly charge unless included in service or bundle	\$ 7.50
DVR Service	Monthly charge unless included in service or bundle	\$ 10.00
RF Remote	Monthly charge and available on request	\$ 1.00

Data Services	Description	Monthly Price
ONE Ten ³	Up to 10/10 Mbs	\$ 39.99
ONE Hundred ³	Up to 100/100 Mbs	\$ 64.99
ONE Gig ³	Up to 1000/1000 Mbs	\$ 94.99
OPS Lite Essential ^{2, 3}	Up to 10/5 Mbs	\$ 34.99
OPS Lite Choice ^{2, 3}	Up to 30/15 Mbs	\$ 44.99
OPS Lite Ultra ^{2, 3}	UP to 50/25 Mbs	\$ 64.99
OPS Lite Speed ^{2, 3}	Up to 100/50 Mbs	\$ 99.99

OPS Lite Speed Plus ^{2, 3}	Up to 300/300 Mbs	\$ 249.99
OPS Lite Speed Gig ^{2, 3}	Up to 1000/1000 Mbs	\$ 499.99
Upgrade to Internet Symmetrical Speed ²	Only available to current customers with this service	\$ 15.00

Voice Services	Features/Description	Monthly Price
Life One Voice	Includes Caller ID, Long Distance is \$0.06 per minute	\$ 14.99
Essential ONE Voice	Includes Caller ID with Call waiting, 3-way calling, Call Return, Call Forwarding, Long Distance is \$0.06 per minute	\$ 19.99
OPS Voice Essential ¹	Includes Caller ID with Call waiting, 3-way calling, Call Return, Call Forwarding, Long Distance is \$0.06 per minute	\$ 19.99
Choice ONE Voice	Includes Caller ID with Call waiting, 3-way calling, Call Return, Call Forwarding, Voice Mail with notification, Long Distance - 120 minutes free ⁴ then \$0.06 per minute	\$ 29.99
OPS Voice Choice ¹	Includes Caller ID with Call waiting, 3-way calling, Call Return, Call Forwarding, Voice Mail with notification, Long Distance - 120 minutes free ⁴ then \$0.06 per minute	\$ 29.99
Ultra ONE Voice	Includes Caller ID with Call waiting, 3-way calling, Call Return, Call Forwarding, Voice Mail with notification, Unlimited Long Distance (up to 5000 minutes) ⁴	\$ 39.99
OPS Voice Ultra ¹	Includes Caller ID with Call waiting, 3-way calling, Call Return, Call Forwarding, Voice Mail with notification, Unlimited Long Distance (up to 5000 minutes) ⁴	\$ 39.99
Additional Voice Services or Fees		
Subscriber Line Charge per line, (Applies to ALL Lines)		\$ 6.45
Non-Published Listing (not published in directory or available from Directory Assistance)		\$ 5.50
Non-Listed Listing (not published in directory)		\$ 5.50
Additional Listing		\$ 5.50

Directory Assistance	
Local and National, per call ⁵	\$ 1.00
Live Operator Assisted, per call ⁵	\$ 2.50
Operator Assisted Service Surcharge, per call ⁵	\$ 1.00
International Directory Assistance, per call ⁵	\$ 5.00
Operator Services	
Automated Operator Assisted Service Surcharge per call ⁵	\$ 1.25
Live Operator Assistance Service per call ⁵	\$ 2.50
Person to Person Operator Assisted per call ⁵	\$ 5.00
Home Phone Calling Feature Add-Ons	
Privacy Defender (Available for all ONE Voice levels)	\$ 5.00
Selective Call Rejection (Available with Choice ONE Voice or Ultra ONE Voice)	\$ 2.00
Simultaneous Ring Personal (Available with Choice ONE Voice or Ultra ONE Voice)	\$ 2.00
Anonymous Call Rejection (Available with Choice ONE Voice or Ultra ONE Voice)	\$ 2.00
Distinctive Ring -up to 3 (Available with Choice ONE Voice or Ultra ONE Voice)	\$2.00 each

Bundles	Services Included	Monthly Price
Life ONE Triple	Life ONE Video, ONE Ten, Life ONE Voice	\$ 79.97
Essential ONE Triple	Essential ONE Video, ONE Ten, Essential ONE Voice	\$ 114.97
OPS Essential Bundle ²	Essential ONE Video, OPS Lite Essential, Essential ONE Voice	\$ 114.99
Choice ONE Triple	Choice ONE Video, OPS Hundred, Ultra ONE Voice, 1 HD Box	\$ 154.97
OPS Choice Bundle ²	Choice ONE Video, OPS Lite Choice (30/30 Mbs), Ultra ONE Voice, Symmetrical Upgrade, 1 HD Box	\$ 149.99

Ultra ONE Triple	Ultra ONE Video, ONE Hundred, Ultra ONE Voice, 1 HD Box, EPIX	\$ 164.97
OPS Ultra Bundle ²	Ultra ONE Video, OPS Lite Choice (60/60 Mbs), Ultra ONE Voice, Symmetrical Upgrade, 1 HD Box	\$ 164.99
The ONE Triple	Ultra ONE Video, ONE Gig, Ultra ONE Voice, 1 HD/DVR Box, DVR service, EPIX	\$ 184.97
Com ONE Double	ONE Hundred, Essential ONE Voice	\$ 77.98
Essential ONE Double	Essential ONE Video, ONE Ten	\$ 99.98
Choice ONE Double	Choice ONE Video, ONE Hundred, 1 HD Box	\$ 134.98
Ultra ONE Double	Ultra ONE Video, ONE Hundred, 1 HD Box, EPIX	\$ 144.98
The ONE Double	Ultra ONE Video, ONE Gig, 1 HD/DVR Box, EPIX	\$ 164.98

Installation Services			
Services During Initial Installation		Services During an Extra Trip	
New Customer Standard Installation ⁶	FREE	Installation of New Outlets	\$ 75.00
Installation of New Outlets	\$ 60.00	Activation of Existing Outlets	\$ 55.00
Activation of Existing Outlets	\$ 45.00	Set Top Box Installation (waived if upgrading to digital service)	\$ 65.00
Miscellaneous Service Request (Hourly)	\$ 75.00	Wall Fish	\$ 110.00
Wall Fish	\$ 100.00	Miscellaneous Service Request (Hourly)	\$ 86.00
		Miscellaneous Service Request (Hourly - Night)	\$ 86.00
		Miscellaneous Service Request (Hourly - Weekend/Holiday)	\$ 120.00
Miscellaneous Services			
OPS Smart Home ⁷			\$ 10.00

Inside Wire Maintenance (All Services)	\$ 5.00
Late Fee (Whichever is Greater)	5% or \$5 min.
Reactivation Fee	\$ 30.00
Underground Fiber service drops beyond 200' from ROW additional charges may apply	\$0.75 per foot
Aerial Fiber service drops beyond 500' from ROW additional charges may apply	\$0.40 per foot
Single Service Fee (subscribe to only one type service) ⁸	\$ 15.00

Additional Fees	
Unreturned HD Box	\$ 200.00
Unreturned DVR	\$ 250.00
Unreturned Router - Netgear N300-WNR2000 or equivalent	\$ 65.00
Unreturned Router - Netgear R6300-100NAS or equivalent	\$ 225.00
Replacement of damaged, lost or unreturned remote control (IR)	\$ 10.00
Replacement of damaged, lost or unreturned remote control (RF)	\$ 20.00
Unreturned Video Access Point (VAP)	\$ 100.00

Notes:

- The above rates apply to services provided at a residence (per zoning maps) and used in a residential manner.
- All rates are subject to change.
- Applicable fees and taxes apply and are additional to these rates.
- Based upon credit rating, deposits may be required.
- Any changes to current service will require switching to new services

¹ Video service is subject to a retransmission fee that is calculated each year by totaling the fee charged by each local channel to broadcast their network.

² Service or package is no longer available for new subscribers as February 8, 2017. New rates for existing services are effective April 1, 2017.

³ All Internet packages include 5 email accounts and 1 GB storage space per email address.

Static IP addresses are not offered on residential tiers.

⁴ Applies to long distance anywhere in the continental United States. May not be used for data, modem, or businesses (including home businesses).

⁵ Feature should be billed via credit card with the new agreement with National Directory Assistance

⁶ See installation definitions for details.

⁷ OPS will provide a router only through OPS Smart Home.

⁸ Single Service fee will be applied to all accounts with one type of service effective April 1, 2017.

⁹ HD/DVR box is substituted for HD box in the ONE Triple and Double bundles

¹⁰ Includes music channels and access to Watch TV Everywhere (WTVE)

Section 2. Amendment to Article X of Chapter 28 by adding new Sections 28-507 and 28-508. That Article X of Chapter 28 of the *Code of Ordinances* of the City of Opelika is hereby amended by adding Section 28-507 entitled “Changes to Data Speeds” and Section 28-508 entitled “Changes to Voice Service, to read as follows:

Sec. 28-507. Changes to data speeds.

Data speeds is subject to change. Whenever the Director of Opelika Power Services, with the approval of the Mayor, shall determine that changes in data speeds are desirable, the Director shall have the authority to add, delete and modify data speeds in the packages, tiers and class of data speeds offered to the public.

Sec. 28-508. Changes to voice services.

Voice services is subject to change. Whenever the Director of Opelika Power Services, with the approval of the Mayor, shall determine that changes in voice services are desirable, the Director shall have the authority to add, delete and modify voice services in the packages, tiers and class of voice service offered to the public.

Section 3. Effective data of adjusted rates and charges. The adjusted rates and charges established in Section 28-502 hereby adopted shall become effective for all monthly customer bills rendered after March 1, 2017 beginning with the March 2017 billing cycles.

Section 4. **Repealer Clause.** All former ordinances or parts thereof conflicting or inconsistent with the provisions of this Ordinance or the sections hereby adopted are repealed.

Section 5. **Severability.** If any section, clause, provision or portion of this Ordinance shall be held to be invalid or unconstitutional by any Court of any competent jurisdiction, said holding shall not affect any other section, clause, provision or portion of this Ordinance which is not in or of itself invalid or unconstitutional.

Section 6. **Construction.** If any section, paragraph, sentence or word of this Ordinance or the sections hereby adopted be declared for any reason to be invalid, it is the intent of the City Council that it would have passed all other provisions of this Ordinance and the sections hereby adopted independent of such portion that may be declared invalid.

Section 7. **Effective Date.** This Ordinance and the sections hereby adopted shall take effect and be enforced immediately upon the adoption and publication as required by law with new rates and charges to be applied to monthly customer bills rendered after March 1, 2017.

Section 8. **Publication.** The City Clerk of the City of Opelika is hereby authorized and directed to cause a copy of this Ordinance to be published one (1) time in a newspaper of general circulation in the City of Opelika, Alabama.

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

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

ATTEST:

CITY CLERK

TRANSMITTED TO MAYOR this the ____ day of _____, 2017.

CITY CLERK

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2017.

MAYOR

ATTEST:

CITY CLERK