



OPELIKA CITY COUNCIL
“ REGULAR MEETING MINUTES “
204 South 7th Street
June 19, 2018
TIME: 7:00 PM

1. Call to Order

President Smith called the council meeting to order at 7:00pm and asked Mr. Shuman to call the roll.

2. Roll Call

All Council members were present.

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

3. Invocation

Mr. Duncan gave the invocation. President Smith also asked Mr. Duncan to explain what the Global K9 Protection Group is doing since they are located in Opelika. President Smith thanked Mr. Duncan for what he is doing with the Global K9 Protection Group.

1. Jonathan Duncan, Chaplain for the Global K9 Protection Group.

4. Pledge of Allegiance

1. Boy Scouts from Troop 858, Riley Stadler, Zayne Lackey, Atticus O'Banner, Gabriel Boone.

Zayne Lackey was not able to attend the council meeting. Riley, Atticus and Gabriel lead the Pledge of Allegiance.

5. Reading of Minutes

1. Minutes from the 6-05-18 city council meeting.

The minutes were approved as presented.

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

6. Unfinished Business

7. Remarks By the Mayor

Mayor Fuller reminded everyone that Project Share at OPS is a program that helps senior citizens and the disabled with their heating and cooling bills. The citizens can donate through paying their power bill or make a donation directly to OPS.

Mayor Fuller stated the 10th Street water utility repair should be completed Friday so 10th Street can be reopened to traffic.

1. May 2018 Monthly Building Report

Mayor Fuller called on Joey Motley, City Administrator, to present a summary of the May 2018 Building report.

2. May 2018 City Financial Statements.

Mayor Fuller passed out copies of the May 2018 City Financial Statements to the Council members and asked them to call him, Joey or Cindy if they have any questions.

8. Citizen Communications

(Limit comments to five minutes or less)

9. Report of Disbursements

10. Committee Reports

11. General Business

1. Public Hearing Weed Abatement Assessment - 308 Brannon Avenue

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

2. Public Hearing Weed Abatement Assessment - 1441 Gateway Dr.

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

3. Public Hearing Weed Abatement Assessment - 1451 Gateway Dr.

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

4. Public Hearing, project agreement with Renovation - FA & Nuri.

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

12. Awarding of Bids

1. Bids 125-18 Christmas Decorations - ADM

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 126-18 Expense reports from various departments.

RESULT: APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: Patricia Jones, President Pro-Tem

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

2. Resolution 127-18 Designate City Personal Property Surplus and Authorize Disposal

RESULT: APPROVED [UNANIMOUS]

MOVER: Tiffany Gibson-Pitts, Council Member

SECONDER: Dozier Smith T, Council Member

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

3. Resolution 128-18 Emergency Repairs - Flyght Pump - PW

RESULT: APPROVED [UNANIMOUS]

MOVER: David Canon, Council Member

SECONDER: Patricia Jones, President Pro-Tem

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

4. Resolution 129-18 Purchase - Five (5) Two-Way Radios - State Contract - FD

- RESULT:** **APPROVED [UNANIMOUS]**
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
5. Resolution 130-18 Purchase - One (1) 2018 Ford Explorer 4X2 - State Contract - OPS
RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
6. Resolution 131-18 Purchase - Cameras for New Fire Station - Sole Source - IT
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
7. Resolution 132-18 Weed Abatement Assessment - 308 Brannon Ave
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
8. Resolution 133-18 Weed Abatement Assessment - 1441 Gateway Dr.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
9. Resolution 134-18 Weed Abatement Assessment - 1451 Gateway Dr.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
10. Resolution 135-18 Project Agreement with Renovation - FA and Nuri.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
11. Resolution 136-18 Tax abatement agreement with Renovation FA & Nuri.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
12. Resolution 137-18 Tax Abatement Agreement with Mando.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
13. Resolution 138-18 Special appropriation to Southern Union College Foundation.

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

14. Resolution 139-18 Agreements with Springbuk, Inc. - H/R.

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

15. Resolution 140-18 Amending Organizational Chart of Opelika Power Services

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

14. Ordinances

15. Appointments

16. Adjourn

The City Council meeting minutes of June 19, 2018 are hereby adopted and approved this the 3rd day of July, 2018.

/s/ Eddie Smith

President of City Council

City of Opelika, Alabama

ATTEST:

/s/ R. G. Shuman

R. G. "Bob" Shuman, CMC

City Clerk - Treasurer

1. Motion to adjourn.

The council meeting ended at 7:35pm.

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



City Council
204 South 7Th Street
Opelika, AL

ADOPTED

CM MINUTES (ID # 2878)

Meeting: 06/19/18 07:00 PM
Department: City Clerk
Category: CM Minutes
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:
DOC ID: 2878

Minutes from the 6-05-18 city council meeting.

COMMENTS - Current Meeting:

The minutes were approved as presented.

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



OPELIKA CITY COUNCIL

“ REGULAR MEETING MINUTES “

204 South 7th Street

June 5, 2018

TIME: 7:00 PM

1. Call to Order

President Smith call the meeting to order at 7:00pm and asked Mr. Shuman to call the roll.

2. Roll Call

Mr. Shuman called the roll. Ms. Jones was absent and the four other council members were present.

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

3. Invocation

Mark Gatlin provided the invocation.

1. Mark Gatlin, Assistant Coordinator, Prayer Force United.

4. Pledge of Allegiance

James and Cole Middleton was not able to attend. Gabriel Boone, Drew Hess and Andrew Mills lead the Pledge of Allegiance.

1. Boy Scouts James Middleton, Cole Middleton, Gabriel Boone and Drew Hess from Troop 858.

5. Reading of Minutes

1. Minutes from the 5-15-18 city council meeting.

The minutes for the 5-15-18 city council meeting was approved as prepared.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Dozier Smith T, Council Member

SECONDER: Tiffany Gibson-Pitts, Council Member

AYES: Tiffany Gibson-Pitts, Dozier Smith T, David Canon, Eddie Smith

ABSENT: Patricia Jones

6. Unfinished Business

7. Remarks By the Mayor

1. Recognize the Police Officer of the Quarter - Jared Greer.

Mayor Fuller recognized Police Officer Jared Greer as the police officer of the quarter and presented him with a performance award.

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

1. Request for a temporary street closure on October 27, 2018.

RESULT: APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: David Canon, Council Member

AYES: Tiffany Gibson-Pitts, Dozier Smith T, David Canon, Eddie Smith

ABSENT: Patricia Jones

2. AU Tiger Town Hospitality Group LLC DbA LaQuinta Opelika Request AB Special Retail - More Than 30 Days

RESULT: APPROVED [UNANIMOUS]

MOVER: David Canon, Council Member

SECONDER: Tiffany Gibson-Pitts, Council Member

AYES: Tiffany Gibson-Pitts, Dozier Smith T, David Canon, Eddie Smith

ABSENT: Patricia Jones

3. Public Hearing - Weed Abatement Assessment-12 East Johnson Ave
President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said weed assessment. No one came forward to speak. President Smith closed the public hearing.
4. Public Hearing - Weed Abatement Assessment - 1201 Elliot Avenue
President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said weed assessment. No one came forward to speak. President Smith closed the public hearing.
5. Public Hearing - Weed Abatement Assessment - 1733 1St Avenue
President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said weed assessment. No one came forward to speak. President Smith closed the public hearing.
6. Public Hearing, project agreement with Plainsmen Developments.
President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said project agreement. No one came forward to speak. President Smith closed the public hearing.
7. Public Hearing, project agreement with Broadview Properties Family Partnership.
President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said project agreement. No one came forward to speak. President Smith closed the public hearing.

12. Awarding of Bids

1. Bids 109-18 Pickleball Facility - P&R

RESULT: APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: David Canon, Council Member

AYES: Tiffany Gibson-Pitts, Dozier Smith T, David Canon, Eddie Smith

ABSENT: Patricia Jones

2. Bids 110-18 5TH Avenue/North 4TH Street Drainage Improvement-ENG

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

3. Bids 111-18 Northpark Drive/Andrews Road Traffic Signal Installation-ENG

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

13. Resolutions

1. Resolution 112-18 Expense reports from various departments.

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

2. Resolution 113-18 Designate City Personal Property Surplus and Authorize Disposal

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

3. Resolution 114-18 Purchase - Framed Supported Membrane Structure/Covered Pickleball Pavilion - NJPA - P&R

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

4. Resolution 115-18 Purchase of Real Property from Pridgen.

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

5. Resolution 116-18 Weed Abatement Assessment - 12 East Johnson Ave

- RESULT:** APPROVED [UNANIMOUS]
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: David Canon, Council Member
AYES: Tiffany Gibson-Pitts, Dozier Smith T, David Canon, Eddie Smith
ABSENT: Patricia Jones
6. Resolution 117-18 Weed Abatement Assessment - 1201 Elliot Ave
RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Tiffany Gibson-Pitts, Dozier Smith T, David Canon, Eddie Smith
ABSENT: Patricia Jones
7. Resolution 118-18 Weed Abatement Assessment - 1733 1St Avenue
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Tiffany Gibson-Pitts, Dozier Smith T, David Canon, Eddie Smith
ABSENT: Patricia Jones
8. Resolution 119-18 Project agreement, Plainsmen Developments Inc., Fox Chase on Emerald Lake.
RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Tiffany Gibson-Pitts, Dozier Smith T, David Canon, Eddie Smith
ABSENT: Patricia Jones
9. Resolution 120-18 Project agreement, Broadview Properties Family Partnership, The Estates Phase II.
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Tiffany Gibson-Pitts, Dozier Smith T, David Canon, Eddie Smith
ABSENT: Patricia Jones
10. Resolution 121-18 Tax abatement agreement with Hyundai Motor Manufacturing Alabama.
RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Tiffany Gibson-Pitts, Dozier Smith T, David Canon, Eddie Smith
ABSENT: Patricia Jones
11. Resolution 122-18 Request for Bicycle Time Trial Race on July 10Th.

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

12. Resolution 123-18 Special appropriation to the Opelika School System for the HOSA program.

RESULT: APPROVED [3 TO 0]
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: David Canon, Council Member
AYES: Tiffany Gibson-Pitts, David Canon, Eddie Smith
ABSTAIN: Dozier Smith T
ABSENT: Patricia Jones

13. Resolution 124-18 Agreement with Airbnb Inc.

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

14. Ordinances

1. Ordinance 009-18-ORD Amend Zoning Ord & Map, 2700 Block Society Hill Road, R-1 to C-2 - 2nd Reading

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

15. Appointments

16. Adjourn

The City Council meeting minutes of June 5, 2018 are hereby adopted and approved this the _____ day of _____, 2018.

/s/

 President of City Council
 City of Opelika, Alabama

ATTEST:

/s/

 R. G. "Bob" Shuman, CMC

City Clerk - Treasurer

1. Motion to adjourn.

The council meeting ended at 7:24 pm.

RESULT: APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: Tiffany Gibson-Pitts, Council Member

AYES: Tiffany Gibson-Pitts, Dozier Smith T, David Canon, Eddie Smith

ABSENT: Patricia Jones

Attachment: CM 6-19-18, minutes from the 6-05-18 CM. (2878 : Minutes from the 6-05-18 city council meeting.)

**City Council**

204 South 7Th Street
Opelika, AL

SCHEDULED**MAYOR'S REMARKS (ID # 2888)**

Meeting: 06/19/18 07:00 PM
Department: Building Inspection
Category: Building Permit Report.
Prepared By: Tina Mnor
Initiator: Jeff Kappelman
Sponsors:

DOC ID: 2888

May 2018 Monthly Building Report

COMMENTS - Current Meeting:

Mayor Fuller called on Joey Motley, City Administrator, to present a summary of the May 2018 Building report.



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

Planning Department - Building Inspections Division

Telephone 334-705-5420

Fax 334-705-5159

Monthly Permits For May, 2018

Work & Repair On Buildings:

Building Repairs	Commercial	Residential
Buildings Condemned	0	0
Buildings Demolished	0	1
Building Repairs	4	7
Plumbing Upgrades	2	8
Electrical Upgrades	3	5
Mechanical Upgrades	1	2
Reroofs And Roof Repairs	2	1
Mobile Home Services	0	2
Building Additions/Accessory Structures	0	4

Monthly Totals For May 2009-2018

2009	\$2,554,037.0
2010	\$3,217,825.0
2011	\$2,759,798.0
2012	\$16,046,121.0
2013	\$4,745,960.0
2014	\$13,413,519.0
2015	\$5,351,562.0
2016	\$5,538,628.0
2017	\$29,752,101.0
2018	\$9,824,483.9

Total Permits Issued:

5	New Buildings: Commercial	\$3,295,400.0
8	Commercial Renovations And Repairs	\$194,565.0
8	Signs	\$72,792.2
24	New Single Family Homes	\$6,138,922.0
11	Residential Repairs And Renovations	\$122,804.6
0	New Apartment Units	\$0.0
0	New Duplex Residences	\$0.0
56	Total Building Permits Issued	\$9,824,483.9

56

Total Permits Issued For May, 2018

\$9,824,483.9

TAKEN FROM THE RECORDS OF THE
BUILDING INSPECTOR


Jeff Kappelman
Chief Building Inspector



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

Planning Department - Building Inspections Division

Telephone 334-705-5420

Fax 334-705-5159

Fiscal Year To Date Report - 2018

Building Repairs	Commercial	Residential
Buildings Condemned	0	0
Buildings Demolished	0	1
Building Repairs	57	102
Plumbing Upgrades	26	110
Electrical Upgrades	35	124
Mechanical Upgrades	22	70
Reroofs And Roof Repairs	5	20
Mobile Home Services	0	19
Building Additions/Accessory Structures	1	26

Yearly Totals For Oct. 1st - Sept. 30th	
2008	\$127,407,288.00
2009	\$67,359,271.00
2010	\$96,662,342.00
2011	\$45,352,237.00
2012	\$178,221,004.00
2013	\$61,881,917.00
2014	\$79,409,560.00
2015	\$192,080,600.00
2016	\$127,079,852.00
2017	\$166,673,506.00

Total Permits Issued:

18	New Buildings: Commercial	\$35,049,219.00
50	Commercial Renovations And Repairs	\$6,463,322.26
28	Signs	\$269,199.30
180	New Single Family Homes	\$41,844,313.45
128	Residential Repairs And Renovations	\$1,439,000.45
0	New Apartment Units	\$0.00
3	New Duplex Residences	\$596,540.00
363	Total Building Permits Issued	\$74,608,287.71

351	Total Issued for FY 2018	\$85,661,594.46
-----	--------------------------	-----------------

Jeff Kappelman
JEFF KAPPELMAN
Building Official

City of Opelika Building Inspections

May 2018 Monthly Building Permit Detail Report

Issue Date	Main Address	Work Class	Company	Valuation
5/1/2018	800 2ND AVE	Roofs	ZACH WODDOCK	\$ 27,000.00
5/1/2018	900 2ND AVE	New	MAXUS CONSTRUCTION COMPANY	\$ 1,325,000.00
5/2/2018	400 MEGHAN CT	New Single Family Detached	BUILDERS PROFESSIONAL GRP LLC	\$ 152,236.00
5/2/2018	810 LORI LN	New Single Family Detached	Builders Professional Group	\$ 312,909.00
5/2/2018	1240 LAKEVIEW TER	New Single Family Detached	HOMEWORKS OF ALABAMA INC	\$ 196,742.00
5/3/2018	3702 PEPPERELL PKWY	Signs	DORRIS SIGN INC	\$ 3,000.00
5/3/2018	2000 PEPPERELL PKWY	Signs	DORRIS SIGN INC	\$ 11,000.00
5/3/2018	2495 ENTERPRISE DR	Signs	DORRIS SIGN INC	\$ 7,500.00
5/3/2018	2611 PEPPERELL PKWY	Addition	Big Blue Crawfish	\$ 500.00
5/3/2018	1901 CORPORATE DR	Signs	DORRIS SIGN INC	\$ 7,000.00
5/4/2018	1107 FITZPATRICK AVE	Alteration	EL TACO VELOZ & MEXICAN GRILL	\$ 5,000.00
5/4/2018	2702 COLUMBUS PKWY	Accessory Buildings	Mark Baker	\$ 5,243.00
5/7/2018	708 DOGWOOD AVE	Alteration	ACTION BUILDINGS	\$ 1,858.00
5/7/2018	501 HILLFLO AVE	Alteration	SEARS AUTHORIZED HOMETOWN STOR	\$ 11,991.69
5/7/2018	1501 LEO LN	Accessory Buildings	Linda McClain	\$ 2,500.00
5/9/2018	2195 1ST AVE	New	WB CONSTRUCTION	\$ 1,500,000.00
5/10/2018	3803 FLAGSTONE CT	New Single Family Detached	DACK HOMES WEST LLC	\$ 165,584.00
5/11/2018	2111 ROCKLEDGE CIR	Accessory Buildings	Michael Eurell	\$ 1,800.00
5/11/2018	2023 PEPPERELL PKWY	Tents	GATEWAY TIRE AND AUTOMOTIVE	\$ 10.00
5/14/2018	1208 DOUGLAS ST	Alteration	PROPERTY MASTERS	\$ 33,000.00
5/14/2018	3617 EAGLE TRL	New Single Family Detached	CONNER BROTHERS CONSTRUCTION	\$ 182,584.00
5/15/2018	3612 QUAIL TRCE	New Single Family Detached	CONNER BROTHERS CONSTRUCTION	\$ 329,772.00
5/15/2018	205 N 7TH ST	Roofs	SUPERIOR ROOFING CO	\$ 6,065.00
5/16/2018	1401 SOUTH ST	Alteration	B&B INVESTMENTS LLC	\$ 29,985.00
5/16/2018	1702 FREDERICK RD	Signs	EFFECTIVE SIGNS LLC	\$ 2,067.28
5/21/2018	1402 SCOTT ST	Alteration	A&E HOLDINGS LLC	\$ 9,317.00
5/21/2018	208 S 8TH ST	Alteration	CANNON TIMBER AND LAND LLC	\$ 30,000.00
5/22/2018	2701 CARRIAGE HOUSE LN	New Single Family Detached	EDGAR HUGHSTON BUILDER INC	\$ 254,118.00

5/22/2018	2511 NORTHTOWNE DR	New Single Family Detached	EDGAR HUGHSTON BUILDER INC	\$ 247,785.00
5/22/2018	2708 BENT TREE LN	New Single Family Detached	EDGAR HUGHSTON BUILDER INC	\$ 252,076.00
5/22/2018	2710 BENT TREE LN	New Single Family Detached	EDGAR HUGHSTON BUILDER INC	\$ 285,580.00
5/22/2018	2001 ANDREWS RD	New Single Family Detached	EDGAR HUGHSTON BUILDER INC	\$ 296,379.00
5/22/2018	409 3RD AVE	Roofs	SUPERIOR ROOFING CO	\$ 9,210.00
5/22/2018	2706 BENT TREE LN	New Single Family Detached	EDGAR HUGHSTON BUILDER INC	\$ 267,494.00
5/22/2018	1975 ANDREWS RD	New Single Family Detached	EDGAR HUGHSTON BUILDER INC	\$ 312,270.00
5/22/2018	2706 COMPASS PT	New Single Family Detached	EDGAR HUGHSTON BUILDER INC	\$ 269,009.00
5/23/2018	2100 TIGER TOWN PKWY	Signs	EFFECTIVE SIGNS LLC	\$ 5,950.00
5/23/2018	2693 SPRING LAKES XING	New Single Family Detached	CLAYTON HOMES #825	\$ 220,702.00
5/23/2018	201 HALL AVE	Accessory Buildings	Bernice Henderson	\$ 3,400.00
5/23/2018	2653 SPRING LAKES XING	New Single Family Detached	CLAYTON PROPERTIES GROUP INC	\$ 225,485.00
5/23/2018	2205 EXECUTIVE PARK DR	Offices Banks And Profession	HARA, LLC	\$ 249,500.00
5/24/2018	1801 WOODLAND ST	Alteration	R L CORLEY CONSTRUCTION	\$ 14,500.00
5/24/2018	3621 QUAIL TRCE	New Single Family Detached	CONNER BROTHERS CONSTRUCTION	\$ 190,865.00
5/24/2018	2925 WAVERLY PKWY	New Single Family Detached	STONE MARTIN BUILDERS	\$ 187,961.00
5/24/2018	3624 QUAIL TRCE	New Single Family Detached	CONNER BROTHERS CONSTRUCTION	\$ 310,605.00
5/25/2018	2853 SPRING LAKES XING	New Single Family Detached	HOMEWORKS OF ALABAMA INC	\$ 321,822.00
5/25/2018	600 CAR TECH DR	Signs	GOM PRINTING & SIGNS	\$ 20,000.00
5/29/2018	1940 CALCUTTA DR	New Single Family Detached	MOORES CONSTRUCTION	\$ 183,150.00
5/29/2018	2496 ENTERPRISE DR	Tenant Build Out	GREAT SOUTHERN BUILDERS LLC	\$ 100,000.00
5/29/2018	2011 EXECUTIVE PARK DR	New	Shri, LLC	\$ 110,450.00
5/29/2018	2011 EXECUTIVE PARK DR	New	Shri, LLC	\$ 110,450.00
5/30/2018	1315 MADISON AVE A	Communication Towers	SBA NETWORK SERVICES LLC	\$ 26,000.00
5/30/2018	2004 BEVERLY DR	New Single Family Detached	HOLLAND HOMES LLC	\$ 384,591.00
5/30/2018	2000 BEVERLY DR	New Single Family Detached	HOLLAND HOMES LLC	\$ 320,489.00
5/31/2018	1903 INDIA RD	New Single Family Detached	RIVERCHASE HOME LLC	\$ 268,714.00
5/31/2018	2640 ENTERPRISE DR	Signs	MORGAN SIGNS	\$ 16,275.00
				\$ 9,824,483.97


 Chief Building Inspector, Jeff Kappelman

**City Council**

204 South 7Th Street
Opelika, AL

SCHEDULED**MAYOR'S REMARKS (ID # 2891)**

Meeting: 06/19/18 07:00 PM

Department: City Clerk

Category: City Financial Statements

Prepared By: Robert Shuman

Initiator: Robert Shuman

Sponsors:

DOC ID: 2891

May 2018 City Financial Statements.

COMMENTS - Current Meeting:

Mayor Fuller passed out copies of the May 2018 City Financial Statements to the Council members and asked them to call him, Joey or Cindy if they have any questions.

Packet Pg. 18

	Governmental Funds				Proprietary Funds				
					Garden Hills				
	General Fund	Special Revenue Funds	Debt Service Funds	Capital Project Funds	Cemetery Permanent Fund	Internal Service Funds	Enterprise Funds	General Capital Assets	General Long Term Debt
ASSETS									
Cash	\$ 45,476	\$ 9,750	\$ 36	\$ 4,387	\$ -	\$ 2,191	\$ 26,974	\$ -	\$ 88,814
Certificates of deposit	16,987	5,000	-	-	-	-	8,473	-	30,460
Receivables:									
Accounts and unbilled service	-	-	-	269	-	-	5,030	-	5,299
Taxes	6,336	6,641	-	-	-	-	-	-	12,977
Licenses and fees	2,651	-	-	-	-	-	-	-	2,651
Fines and forfeitures	-	-	-	-	-	-	-	-	-
Assessments	98	-	-	-	-	-	-	-	98
Interest	(12)	17	-	-	2	-	69	-	76
Other	115	1,197	-	-	-	-	-	-	1,312
Due from other funds	1,389	-	-	-	5	104	7,172	-	8,670
Due from other governments	25	969	-	-	-	-	978	-	1,972
Inventories of supplies, at cost	188	-	-	-	-	-	2,222	-	2,410
Prepaid expenses	77	-	-	-	-	-	2	-	79
Investments	-	15	-	-	1,089	-	-	-	1,104
Investments with fiscal agent	-	-	1,837	-	-	-	2,999	-	4,836
Capital assets:									
Land	-	-	-	-	-	-	2,471	10,061	12,532
Buildings	-	-	-	-	-	-	13,755	42,627	56,382
Equipment	-	-	-	-	-	-	18,334	21,814	40,148
Utility systems	-	-	-	-	-	-	120,413	-	120,413
Infrastructure	-	-	-	-	-	-	-	93,044	93,044
Construction in progress	-	-	-	-	-	-	-	4,475	4,475
Total capital assets	-	-	-	-	-	-	154,973	172,021	326,994
Less: accumulated depreciation	-	-	-	-	-	-	(74,748)	(55,061)	(129,809)
Capital assets, net	-	-	-	-	-	-	80,225	116,960	197,185
Deposits	-	69	-	-	-	19	12	-	100
Amount to be provided for general long term debt	-	-	-	-	-	-	-	-	-
Total assets	73,330	23,658	1,873	4,656	1,096	2,314	134,156	116,960	446,155
DEFERRED OUTFLOWS OF RESOURCES									
Employer retirement contributions	-	-	-	-	-	-	1,488	-	1,488
Bond refunding costs	-	-	-	-	-	-	122	-	122
Total deferred outflows of resources	-	-	-	-	-	-	1,610	-	1,610

City of Opelika
 Combined Balance Sheet - All Funds and Account Groups
 YTD May 2018
 *Thousands of dollars

(Attachment: Financials May 8102 May : 1682) Attachment: Financials May 8102 May '81-61-9 CM

	Governmental Funds					Proprietary Funds				Total
	General Fund	Special Revenue Funds	Debt Service Funds	Capital Project Funds	Cemetery Permanent Fund	Hills Internal Service Funds	Enterprise Funds	General Capital Assets	General Long Term Debt	
LIABILITIES										
Accounts payable	1,042	126	-	798	1	11	6,885	-	-	8,863
Interest payable	-	-	-	-	-	-	647	-	-	647
Accrued payroll and benefits, due within one year	325	(12)	-	-	-	-	398	-	-	711
Due to other funds	68	965	-	392	1	-	7,243	-	-	8,669
Due to other governments	1	109	-	-	-	-	-	-	-	110
Claims and judgments, due within one year	-	-	-	-	-	254	-	-	-	254
Bonds payable due within one year	-	-	-	-	-	-	1,180	-	-	1,180
Unearned revenues	-	-	-	-	-	97	531	-	-	628
Claims and judgments, due in more than one year	-	-	466	-	-	101	-	-	-	101
Bonds payable, due in more than one year	-	-	-	-	-	-	47,119	-	88,112	135,697
Net pension liability	-	-	-	-	-	-	8,925	-	-	8,925
Accrued payroll and benefits, due in more than one year	-	-	-	-	-	-	516	-	-	516
Customer deposits held	-	-	-	-	-	-	3,150	-	-	3,150
Total liabilities	1,436	1,188	466	1,190	2	463	76,594	-	88,112	169,451
DEFERRED INFLOWS OF RESOURCES										
Net difference in earnings on retirement	-	-	-	-	-	-	17	-	-	17
Unearned revenues	3,491	8,648	-	-	-	-	-	-	-	12,139
Total deferred inflows of resources	3,491	8,648	-	-	-	-	17	-	-	12,156
FUND BALANCES										
Nonspendable	266	69	-	-	978	-	-	-	-	1,313
Restricted	72	3,214	1,407	151	-	291	2,999	-	-	8,134
Committed	17	-	-	-	-	-	-	-	-	17
Assigned	27,465	8,566	-	-	-	-	-	-	-	36,031
Unassigned	33,789	2,137	-	-	116	-	-	-	-	36,042
Invested in capital assets, net of related debt	-	-	-	-	-	-	32,048	116,960	-	149,008
Unrestricted	-	-	-	-	-	1,531	24,132	-	-	25,663
Encumbrances	6,794	(164)	-	3,315	-	29	(24)	-	-	9,950
Total fund balances	\$ 68,403	\$ 13,822	\$ 1,407	\$ 3,466	\$ 1,094	\$ 1,851	\$ 59,153	\$ 116,960	\$ -	\$ 266,158

City of Opelika

Combined Statement of Revenues, Expenditures, and Changes in Fund Balance - All Governmental Funds and Account Groups

YTD May 2018

*Thousands of dollars

	Governmental Funds					Total
	General Fund	Special Revenue Funds	Debt Service Funds	Capital Project Funds	Garden Hills Cemetery Permanent Fund	
REVENUES:						
Taxes	\$ 25,442	\$ 6,676	\$ -	\$ -	\$ -	\$ 32,118
Special assessments	-	-	-	-	-	-
Licenses and permits	12,952	273	-	-	-	13,225
Intergovernmental	277	705	-	103	-	1,085
Charges for services	1,244	-	-	-	-	1,244
Fines and forfeits	484	-	-	-	-	484
Grants	5	-	-	-	-	5
Contributions	42	9	-	362	-	413
Investment income	190	37	1	11	28	267
Miscellaneous	347	-	-	-	-	347
Total revenues	40,983	7,700	1	476	28	49,188
EXPENDITURES:						
General government	3,759	156	-	-	4	3,919
Public safety	9,142	144	-	-	-	9,286
Public works	2,721	3	-	-	-	2,724
Health	199	-	-	-	-	199
Education	2,001	5,150	-	-	-	7,151
Welfare	75	-	-	-	-	75
Culture and recreation	3,783	-	-	-	-	3,783
Economic development	1,049	111	-	-	-	1,160
Capital outlay	4,217	13	-	2,689	-	6,919
Debt service:						
Principal retirement	457	-	2,782	-	-	3,239
Interest and fees	49	-	1,547	-	-	1,596
Total expenditures	27,452	5,577	4,329	2,689	4	40,051
Excess of revenues over/(under) expenditures	13,531	2,123	(4,328)	(2,213)	24	9,137
Other financing sources/(uses):						
Proceeds from debt issuance	-	-	-	-	-	-
Proceeds used to refund bonds	-	-	-	-	-	-
Sale of capital assets	48	-	-	-	-	48
Transfers from other funds	2,007	2,121	5,699	425	15	10,267
Transfers to other funds	(6,558)	(1,658)	-	(44)	(9)	(8,269)
Total other financing sources/(uses)	(4,503)	463	5,699	381	6	2,046
Net change in fund balances	9,028	2,586	1,371	(1,832)	30	11,183
Fund balances, beginning of the year	59,375	11,236	36	5,298	1,064	77,009
Fund balances, end of period	\$ 68,403	\$ 13,822	\$ 1,407	\$ 3,466	\$ 1,094	\$ 88,192

Attachment: CM 6-19-18, May 2018 Financial Statements (2891 : May 2018 City Financial Statements.)

City of Opelika
Combined Balance Sheet
Proprietary and Fiduciary Funds
May 31, 2018
**Thousands of dollars*

	Electric 2018 YTD	Telecom 2018 YTD	Sewer 2018 YTD	Solid Waste 2018 YTD	Workmen's Comp. 2018 YTD	Health Insurance 2018 YTD
ASSETS						
Current assets:						
Cash	\$ 16,418	\$ 834	\$ 8,613	\$ 1,110	\$ 3,089	\$ (898)
Certificates of deposit	8,473	-	-	-	-	-
Receivables and prepaid expenses	4,255	290	334	224	-	-
Due from other funds and governments	7,125	-	1,018	6	23	82
Inventory	2,222	-	-	-	-	-
Total current assets	38,493	1,124	9,965	1,340	3,112	(816)
Restricted assets:						
Cash and investments with fiscal agent	2,998	-	-	-	-	-
Total restricted assets	2,998	-	-	-	-	-
Net capital assets	44,947	7,312	25,903	2,062	-	-
Other assets:						
Deposits	-	10	2	-	19	-
Total other assets	-	10	2	-	19	-
Total assets	86,438	8,446	35,870	3,402	3,131	(816)
DEFERRED OUTFLOWS OF RESOURCES						
Retirement contributions	906	235	-	347	-	-
Bond refunding costs	-	-	122	-	-	-
Total deferred outflows of resources	906	235	122	347	-	-
Total assets and deferred outflows of resources	\$ 87,344	\$ 8,681	\$ 35,992	\$ 3,749	\$ 3,131	\$ (816)
LIABILITIES						
Current liabilities:						
Accounts and other payables	\$ 7,306	\$ 368	\$ 174	\$ 82	\$ 45	\$ 220
Due to electric fund	-	7,125	-	-	-	-
Due to other funds	115	-	-	2	-	-
Bonds payable within one year	-	-	1,180	-	-	-
Unearned revenue	23	501	-	6	-	97
Total current liabilities	7,444	7,994	1,354	90	45	317
Noncurrent liabilities:						
Claims and employee benefits due in more than one year	304	81	-	130	101	-
Bonds payable, in more than one year, net	28,164	13,500	5,454	-	-	-
Net pension liability	5,548	1,467	-	1,910	-	-
Customer deposits held	2,932	58	-	161	-	-
Total noncurrent liabilities	36,948	15,106	5,454	2,201	101	-
Total liabilities	44,392	23,100	6,808	2,291	146	317
DEFERRED INFLOWS OF RESOURCES						
Difference on earnings on plan investments	3	16	-	(2)	-	-
Total deferred inflows of resources	3	16	-	(2)	-	-
NET POSITION						
Invested in capital assets, net of related debt	16,783	(6,188)	19,391	2,062	-	-
Restricted	2,998	-	-	-	209	82
Unrestricted	22,037	(6,560)	9,248	(590)	2,776	(1,244)
Encumbrances	1,131	(1,687)	545	(12)	-	29
Total net position	42,949	(14,435)	29,184	1,460	2,985	(1,133)
Total liabilities, deferred inflows, and net position	\$ 87,344	\$ 8,681	\$ 35,992	\$ 3,749	\$ 3,131	\$ (816)

Attachment: CM 6-19-18, May 2018 Financial Statements (2891 : May 2018 City Financial Statements.)

City of Opelika

Combined Summary Statement of Revenues, Expenses, and Changes in Net Position

Proprietary and Fiduciary Funds

May 31, 2018

*Thousands of dollars

	Electric 2018 YTD	Telecom 2018 YTD	Sewer 2018 YTD	Solid Waste 2018 YTD	Workmen's Comp. 2018 YTD	Health Insurance 2018 YTD
Operating Revenues						
Charges for services	\$ 25,617	\$ 4,038	\$ 3,123	\$ 2,108	\$ 360	\$ 1,450
Operating Expenses						
Purchases	16,529	1,717	-	261	-	-
Depreciation	1,918	1,601	673	166	-	-
Personnel services	1,787	496	2	717	-	-
Other	1,441	763	1,581	418	141	2,583
Total operating expenses	21,675	4,577	2,256	1,562	141	2,583
Operating income/(loss)	3,942	(539)	867	546	219	(1,133)
Nonoperating Revenues/(Expenses)						
Gain/(Loss) on sale of capital assets	8	-	-	3	-	-
Fiber optic line leases	6	-	-	-	-	-
Investment income	325	4	32	7	10	-
Grant income	-	-	37	9	-	-
Pole rental	-	-	-	-	-	-
Miscellaneous revenues	813	11	4	30	-	-
Interest expense and charges	(793)	(486)	(815)	-	-	-
Total nonoperating revenues/(expenses)	359	(471)	(742)	49	10	-
Other Revenues and Transfers In/(Out):						
Capital contributions	49	-	-	-	-	-
Transfers from other funds	-	-	-	-	-	-
Transfers to other funds	(1,998)	-	-	-	-	-
Total other revenues/(expenses)	(1,949)	-	-	-	-	-
Net Income/(loss)	2,352	(1,010)	125	595	229	(1,133)
Net position, beginning of year	40,597	(13,425)	29,059	865	2,756	-
Net position before encumbrances	42,949	(14,435)	29,184	1,460	2,985	(1,133)
Encumbrances	1,131	(1,687)	545	(12)	-	-
Net position, end of period	\$ 41,818	\$ (12,748)	\$ 28,639	\$ 1,472	\$ 2,985	\$ (1,133)
Additional Information:						
Cash position at May 31, 2018	\$ 16,418	\$ 834	\$ 8,613	\$ 1,110	\$ 3,089	\$ (898)
Cash position at May 31, 2017	10,722	1,044	7,457	1,073	2,938	(907)
Change in cash	\$ 5,696	\$ (210)	\$ 1,156	\$ 37	\$ 151	\$ 9

Attachment: CM 6-19-18, May 2018 Financial Statements (2891 : May 2018 City Financial Statements.)

City of Opelika
 General Fund Revenue and Expenditure Summary
 Comparison of Actual and Budget to Prior Year
 YTD May 2018
 *Thousands of dollars

	YTD Actual			Budget to Actual		
	2017	2018	Variance	2018 Budget	2018 Actual	Variance
Revenues:						
Taxes	\$ 24,360	\$ 25,442	\$ 1,082	\$ 23,661	\$ 25,442	\$ 1,781
Licenses and permits	12,059	12,952	893	11,078	12,952	1,874
Intergovernmental	275	277	2	469	277	(192)
Charges for services	1,263	1,244	(19)	1,272	1,244	(28)
Fines and forfeits	412	484	72	426	484	58
Grants	-	5	5	2	5	3
Contributions	21	42	21	41	42	1
Investment income	100	190	90	168	190	22
Miscellaneous	248	347	99	272	347	75
Total revenues	38,738	40,983	2,245	37,389	40,983	3,594
Expenditures:						
General government	3,452	3,759	307	4,712	3,759	953
Public safety	8,420	9,142	722	10,737	9,142	1,595
Public works	2,843	2,721	(122)	3,849	2,721	1,128
Culture and recreation	3,664	3,783	119	4,804	3,783	1,021
Economic development	2,059	1,049	(1,010)	2,083	1,049	1,034
Health	200	199	(1)	262	199	63
Education	2,175	2,001	(174)	2,196	2,001	195
Welfare	67	75	8	82	75	7
Capital outlay	1,894	4,217	2,323	9,311	4,217	5,094
Debt service	504	506	2	510	506	4
Total expenditures	25,278	27,452	2,174	38,546	27,452	11,094
Other financing sources/(uses)						
Sale of capital assets	22	48	26	25	48	(23)
Transfers in	2,021	2,007	(14)	3,947	2,007	1,940
Transfer out	(4,733)	(6,558)	(1,825)	(8,991)	(6,558)	(2,433)
Total other financing sources/(uses)	(2,690)	(4,503)	(1,813)	(5,019)	(4,503)	(516)
Net change in fund balance	10,770	9,028	(1,742)	(6,176)	9,028	15,204
Fund balance, beginning of year	52,012	59,375	7,363	52,012	59,375	(7,363)
Fund balance, year to date	<u>\$ 62,782</u>	<u>\$ 68,403</u>	<u>\$ 5,621</u>	<u>\$ 45,836</u>	<u>\$ 68,403</u>	<u>\$ 22,567</u>
Less:						
Nonspendable	611	188	(423)	-	42	(42)
Restricted	108	72	(36)	-	72	(72)
Committed	16	19	3	-	19	(19)
Assigned	21,626	27,465	5,839	-	27,465	(27,465)
Encumbrances	10,302	6,794	(3,508)	-	6,794	(6,794)
	32,663	34,538	1,875	-	34,392	(34,392)
Unassigned fund balance	30,119	33,865	3,746	45,836	34,011	56,959
20% budgeted revenues	7,478	7,478		7,478	7,478	
Available unassigned fund balance	<u>\$ 22,641</u>	<u>\$ 26,387</u>		<u>\$ 38,358</u>	<u>\$ 26,533</u>	

Attachment: CM 6-19-18, May 2018 Financial Statements (2891 : May 2018 City Financial Statements.)

City of Opelika
General Fund Revenues
Comparison of Actual and Budget to Prior Year
YTD May 2018
*Thousands of dollars

	YTD Actual			Budget to Actual		
	2017	2018	Variance	2018 Budget	2018 Actual	Variance
Taxes:						
Sales	\$ 20,061	\$ 21,031	\$ 970	\$ 20,380	\$ 21,031	\$ 651
Property:						
Property	3,285	3,421	136	2,278	3,421	1,143
Payments in lieu of taxes	25	6	(19)	20	6	(14)
Total property taxes	3,310	3,427	117	2,298	3,427	1,129
Other						
Gasoline	547	535	(12)	543	535	(8)
Cigarette	52	51	(1)	53	51	(2)
Wine and liquor	21	18	(3)	18	18	-
Rental	368	381	13	369	381	12
Total other taxes	988	984	(4)	983	985	2
Total taxes	24,359	25,442	1,083	23,661	25,442	1,781
Licenses and permits:						
Occupational license	7,726	8,335	609	7,472	8,335	863
Business:						
General	2,678	2,784	106	1,876	2,784	908
Lodging	476	566	90	553	566	13
Franchise fee	374	417	43	322	417	95
Miscellaneous	212	223	11	214	223	9
Total business	3,740	3,990	250	2,965	3,990	1,025
Telecommunications permits and fees	10	17	7	8	17	9
Permits and inspections	575	602	27	624	602	(22)
Other	8	8	-	8	8	-
Total licenses and permits	12,059	12,952	893	11,077	12,952	1,875
Intergovernmental:						
Shared county motor vehicle	81	100	19	79	100	21
Shared state:						
Bank excise tax	-	-	-	133	-	(133)
Business privilege tax	-	-	-	54	-	(54)
Liquor tax profits	96	105	9	97	105	8
State asset forfeiture	49	12	(37)	26	12	(14)
Total shared state	145	117	(28)	310	117	(193)
Shared federal asset forfeiture	-	-	-	48	-	(48)
Other	48	60	12	32	60	28
Total intergovernmental	274	277	(9)	469	277	(192)
Charges for services:						
General government - other	16	13	(3)	16	13	(3)
Public Safety:						
Fire training	5	5	-	4	5	1
City schools	-	-	-	10	-	(10)
Housing Authority	-	-	-	-	-	-
Auburn University	31	27	(4)	25	27	2
EAMC	82	91	9	80	91	11
Other	2	6	4	4	6	2
Health - Graves and monuments	110	101	(9)	95	101	6
Public Works - Paving and plan review fees	68	66	(2)	76	66	(10)
Culture and Rec - Entry and concession fees	949	935	(14)	962	935	(27)
Total charges for services	1,263	1,244	(19)	1,272	1,244	(28)
Fines and forfeits:						
Municipal Court	192	259	67	192	259	67
Red light violations	188	193	5	203	193	(10)
Other	32	32	-	31	32	1
Total fines and forfeits	412	484	72	426	484	58
Grant income	-	5	5	2	5	3
Contributions	21	42	21	41	42	1
Investment income	100	190	90	168	190	22
Miscellaneous	248	347	99	272	347	75
Total revenues	38,736	40,983	2,235	37,388	40,983	3,595
Other financing sources						
Proceeds of general obligation debt	-	-	-	-	-	-
Operating transfers from Electric fund	2,000	1,998	(2)	2,002	1,998	(4)
Other transfers	21	9	(12)	1,944	9	(1,935)
Sale of capital assets	22	48	26	25	48	23
Total other financing sources	2,043	2,055	12	3,971	2,055	(1,916)
Total revenue and other financing sources	\$ 40,779	\$ 43,038	\$ 2,259	\$ 41,359	\$ 43,038	\$ 1,679

Attachment: CM 6-19-18, May 2018 Financial Statements (2891 : May 2018 City Financial Statements.)

City of Opelika
General Fund Expenditures
Comparison of Actual and Budget to Prior Year
YTD May 2018
*Thousands of dollars

	YTD Actual			Budget to Actual		
	2017	2018	Variance	2018 Budget	2018 Actual	Variance
General government:						
Legislative	\$ 236	\$ 210	\$ (26)	\$ 282	\$ 210	\$ 72
Executive	165	166	1	404	166	238
Legal	87	218	131	204	218	(14)
Administration	334	442	108	484	442	42
Accounting	300	270	(30)	342	270	72
Human resources	239	240	1	313	240	73
Information technology	904	903	(1)	1,037	903	134
Revenue	179	229	50	211	229	(18)
Municipal court	339	287	(52)	350	287	63
Purchasing	160	128	(32)	177	128	49
Community development	103	81	(22)	97	81	16
Planning	208	208	-	319	208	111
Other - nondepartmental	197	377	180	492	377	115
Total general government	3,451	3,759	308	4,712	3,759	953
Public safety:						
Police	5,040	5,403	363	6,463	5,403	1,060
Probation	38	75	37	88	75	13
Fire	3,161	3,482	321	3,941	3,482	459
Other - nondepartmental	181	182	1	244	182	62
Total public safety	8,420	9,142	722	10,736	9,142	1,594
Public works:						
Streets	802	808	6	830	808	22
Engineering	329	307	(22)	353	307	46
Administration	299	307	8	296	307	(11)
Cemetery	134	136	2	136	136	-
Auto shop	352	236	(116)	1,142	236	906
Building maintenance	262	276	14	344	276	68
Inspection	270	267	(3)	366	267	99
Grounds maintenance	395	384	(11)	382	384	(2)
Total public works	2,843	2,721	(122)	3,849	2,721	1,128
Culture and recreation:						
Parks and recreation	3,127	3,195	68	3,994	3,195	799
Library	451	505	54	745	505	240
Other - nondepartmental	86	83	(3)	66	83	(17)
Total culture and recreation	3,664	3,783	119	4,805	3,783	1,022
Economic development:						
Development	248	184	(64)	417	184	233
Other - nondepartmental	1,811	865	(946)	1,666	865	801
Total economic development	2,059	1,049	(1,010)	2,083	1,049	1,034
Health:						
Animal control	41	41	-	49	41	8
Other	159	158	(1)	212	158	54
Total health	200	199	(1)	261	199	62
Education	2,175	2,001	(174)	2,196	2,001	195
Welfare	67	75	8	82	75	7
Capital outlay	1,894	4,217	2,323	9,311	4,217	5,094
Debt service						
Principal retirement	433	457	24	463	457	6
Interest and charges	71	49	(22)	46	49	(3)
Total debt service	504	506	2	509	506	3
Total expenditures	25,277	27,452	2,175	38,544	27,452	11,092
Other financing uses						
Transfers out:						
Transfers to PR/Jail construction fund	2,018	2,121	103	1,442	2,121	(679)
Transfers to other funds	2,716	4,437	1,721	7,549	4,437	3,112
Total transfers out	4,734	6,558	1,824	8,991	6,558	2,433
Total expenditures and other financing uses	\$ 30,011	\$ 34,010	\$ 3,999	\$ 47,535	\$ 34,010	\$ 13,525

Attachment: CM 6-19-18, May 2018 Financial Statements (2891 : May 2018 City Financial Statements.)

City of Opelika
 Capital Outlay
 Comparison of Actual and Budget to Prior Year
 YTD May 2018
 *Thousands of dollars

	YTD Actual			Budget to Actual		
	2017	2018	Variance	Budget	Actual	Variance
GENERAL FUND						
General Government:						
Legislative	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Executive	-	54	54	36	54	(18)
Legal	-	-	-	-	-	-
Administration	-	-	-	-	-	-
Accounting	-	20	20	475	20	455
Human Resources	-	-	-	-	-	-
Information Technology	136	645	509	607	645	(38)
Revenue	-	-	-	-	-	-
Municipal Court	-	-	-	-	-	-
Purchasing	-	-	-	-	-	-
Community Development	-	-	-	-	-	-
Planning	-	-	-	-	-	-
Other	-	27	27	-	-	-
Total general government	136	746	583	1,118	719	399
Public Safety:						
Police	304	614	310	2,728	614	2,114
Probation	-	-	-	-	-	-
Fire	1,237	1,254	17	1,010	1,254	(244)
Total public safety	1,541	1,868	327	3,738	1,868	1,870
Public Works:						
Streets	-	1,154	1,154	1,091	1,154	(63)
Engineering	60	171	111	186	171	15
Administration	76	229	153	158	229	(71)
Cemetery	-	-	-	-	-	-
Auto Shop	-	-	-	-	-	-
Building Maintenance	-	-	-	-	-	-
Inspection	-	-	-	-	-	-
Grounds Maintenance	-	-	-	-	-	-
Total public works	136	1,554	1,418	1,435	1,554	(119)
Culture and Recreation:						
Parks and Recreation	81	49	(32)	369	49	320
Library	-	-	-	-	-	-
Total culture and recreation	81	49	(32)	369	49	320
Total General Fund capital outlay expenditures	\$ 1,894	\$ 4,217	\$ 2,323	\$ 6,660	\$ 4,190	\$ 2,470
PROPRIETARY FUNDS						
Electric	779	1,272	493	4,540	1,272	3,268
Telecommunications	521	384	(137)	1,572	384	1,188
Sewer	23	-	(23)	443	-	443
Solid Waste	170	634	464	423	634	(211)
Total Proprietary funds	1,493	2,290	797	6,978	2,290	4,688
OTHER GOVERNMENTAL FUNDS						
Municipal Complexes fund - Municipal Court	420	-	(420)	70	-	70
4 & 5 Cent Gas Tax fund - Street Resurfacing	-	-	-	173	-	173
2011 Road Construction - Streets - Fred. Rd.	57	1,485	1,428	1,850	1,485	365
2011 Road Construction - Street paving	151	100	(51)	67	100	(33)
2011 Road Construction - Other	(173)	679	852	1,952	679	1,273
Capital Improvement funds - Other	1,082	13	(1,069)	523	13	510
Industrial Road Grant funds - Other	2	8	6	6	8	(2)
Industrial Road Grant funds - Engineering	37	416	379	1,281	416	865
Total Other Governmental funds	1,576	2,701	1,125	5,922	2,701	3,221
Total City of Opelika Capital Outlay	\$ 4,963	\$ 9,208	\$ 4,245	\$ 19,560	\$ 9,181	\$ 10,379

Attachment: CM 6-19-18, May 2018 Financial Statements (2891 : May 2018 City Financial Statements.)

**City Council**

204 South 7Th Street
Opelika, AL

SCHEDULED**GENERAL BUSINESS (ID # 2876)**

Meeting: 06/19/18 07:00 PM

Department: Purchasing and Revenue

Category: Public Hearing

Prepared By: Jerry Bush

Initiator: Lillie Finley

Sponsors:

DOC ID: 2876

Public Hearing Weed Abatement Assessment - 308 Brannon Avenue

COMMENTS - Current Meeting:

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

WEED ABATEMENT INVOICE**Date: 06/11/2018****To: State of Alabama
PO Box 327210
Montgomery Al. 36132****Property Address:
308 Brannon Ave
Opelika Al. 36801
Parcel # 10-03-08-2-001-072.000**

On May 2, 2018 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>80.53</u>
Certified mail:	<u>13.34</u>
Misc.	<u> </u>
Total	<u>93.87</u>

Attachment: 308 Brannon Weed Invoice (2876 : Notice of Public Hearing Weed Abatement - 308 Brannon Avenue)

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

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

=====

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 308 Brannon Ave, Parcel No. 072.000 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is \$93.87.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 19th day of June, 2018.

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

Dated this the 11th day of June, 2018.

 Jerry Bush
 Code Compliance Officer

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

**City Council**

204 South 7Th Street
Opelika, AL

SCHEDULED**GENERAL BUSINESS (ID # 2871)**

Meeting: 06/19/18 07:00 PM

Department: Purchasing and Revenue

Category: Public Hearing

Prepared By: Jerry Bush

Initiator: Lillie Finley

Sponsors:

DOC ID: 2871

Public Hearing Weed Abatement Assessment - 1441 Gateway Dr.

COMMENTS - Current Meeting:

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

WEED ABATEMENT INVOICE

Date: 06/11/2018

**To: Auburn East LLC
1695 University Dr.
Auburn AL 36830**

**Property Address:
1441 Gateway Dr.
Opelika AL 36801**

Parcel # 09-06-14-1-000-038.001

On May 10, 2018 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement: 84.73

Certified mail: 13.34

Misc.

Total 98.07

Attachment: WEED INVOICE 1441 Gateway Dr. (2871 : Notice of Public Hearing Weed Abatement - 1441 Gateway Dr.)

To: Auburn East LLC
 1695 East University Dr.
 Auburn al. 36830

**NOTICE OF PUBLIC HEARING ON COST OF
 ABATEMENT OF WEED NUISANCE LOCATED AT
 1441 Gateway Dr., Parcel 09-06-14-1-000-038.001**

=====

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 1441 Gateway Dr., Parcel No. 038.001 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is \$98.07.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 19th day of June 2018.

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

Dated this the 11th day of June 2018.

 Jerry Bush
 Code Compliance Officer

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

**City Council**

204 South 7Th Street
Opelika, AL

SCHEDULED**GENERAL BUSINESS (ID # 2874)**

Meeting: 06/19/18 07:00 PM

Department: Purchasing and Revenue

Category: Public Hearing

Prepared By: Jerry Bush

Initiator: Lillie Finley

Sponsors:

DOC ID: 2874

Public Hearing Weed Abatement Assessment - 1451 Gateway Dr.

COMMENTS - Current Meeting:

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

WEED ABATEMENT INVOICE

Date: 06/11/2018

**To: Auburn East LLC
1695 University Dr.
Auburn AL 36830**

**Property Address:
1451 Gateway Dr.
Opelika AL 36801**

Parcel # 09-06-14-4-000-001.001

On May 10, 2018 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement: 57.22

Certified mail: _____

Misc. _____

Total 57.22

Attachment: WEED INVOICE 1451 Gateway Dr. (2874 : Notice of Public Hearing Weed Abatement - 1451 Gateway Dr.)

To: Auburn East LLC
 1695 East University Dr.
 Auburn al. 36830

**NOTICE OF PUBLIC HEARING ON COST OF
 ABATEMENT OF WEED NUISANCE LOCATED AT
 1451 Gateway Dr., Parcel 09-06-14-4-000-001.001**

=====

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 1451 Gateway Dr., Parcel No. 001.001 in the City of Opelika has been abated by the removal of the noxious or dangerous weeds, and the Mayor has therefore submitted to the City Council an itemized report (attached) in writing showing the cost of removing said nuisance. The total cost of abating such nuisance in front of or upon the above described property is \$57.22.

Notice is also given that the City Council of the City of Opelika will meet to hear and to determine any objections or defenses that may be raised by any of the property owners liable to be assessed of the work of abating such nuisance at 7:00 p.m. in the Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Alabama, on the 19th day of June, 2018.

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

Dated this the 11th day of June, 2018.

 Jerry Bush
 Code Compliance Officer

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



City Council

204 South 7th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 2869)

Meeting: 06/19/18 07:00 PM
Department: Economic Development
Category: Public Hearing
Prepared By: Kathryn Daugherty
Initiator: Lori Huguley
Sponsors:
DOC ID: 2869

Public Hearing, project agreement with Renovation - FA & Nuri.

LEGAL NOTICE OF PUBLIC MEETING AND PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF OPELIKA, ALABAMA

NOTICE is hereby given that the City Council (the “Council”) of the City of Opelika, Alabama, (the “City”) will meet in public session at 7:00 p.m. on Tuesday, June 19, 2018, in the City Council Chambers of the Municipal Building, 204 South 7th Street in the City of Opelika, Alabama, for the purpose of considering the transaction of business that may properly come before the Council, such business to include, but not be limited to, the authorization by the Council, pursuant to Amendment No. 642 to the Constitution of Alabama of 1901, as amended, of a resolution (the “Resolution”) approving the execution and delivery of a Project Agreement (the “Agreement”) by and among the City, Renovation-FA Corp, an Alabama corporation (the “Company”) and Nuri, LLC, an Alabama limited liability company (“Nuri”) to be dated the date of delivery with respect to a proposed new manufacturing and assembly facility to be located in the City (the “Project”).

Pursuant to the Agreement, the Company and Nuri will agree to acquire, equip, establish and operate an auto parts manufacturing and assembly facility at 507 Walker Street in the corporate limits, requiring an initial capital investment in the range of approximately two million six hundred sixty-five thousand dollars (\$2,665,000). In consideration for the obligations of the Company and Nuri under the Agreement, the City will agree, among other things, to provide financial incentives to the Company and Nuri described more particularly in the Agreement, including cash incentives, performance incentives and tax abatements. Total cash and

performance incentives to be paid by the City shall not exceed \$55,000.

The City seeks to achieve, by undertaking its obligations pursuant to the Agreement and the Resolution, to promote the local economic and industrial development of the City by facilitating the acquisition, equipping and operation of the Project for the benefit of the general public and to increase employment in the City and to increase the tax and revenue base of the City.

The business entities to whom or for whose benefit the City proposes to lend its credit or grant of public funds or thing of value are Renovation-FA Corp and Nuri, LLC.

All interested persons may examine and review the Project Agreement and Resolution at the offices of the City Clerk during normal business hours, before and after the meeting referenced herein.

Further information concerning the information of this Notice can be obtained at the office of the City Clerk during normal business hours.

Please contact Lisa McLeod, the City's ADA Coordinator, at 334-705-5132 at least two (2) working days prior to the meeting if you require special accommodations due to a disability.

DATED this the ____ day of June, 2018

CITY CLERK OF THE CITY OF OPELIKA, ALABAMA

TO: PUBLISHER
The Opelika-Auburn News
P.O. Drawer 2208
Opelika, AL 36803-2208

Please publish the foregoing Notice one (1) time in the June 12, 2018, issue of your paper.

____R.G. Shuman_____
CITY CLERK

COMMENTS - Current Meeting:

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



City Council
204 South 7Th Street
Opelika, AL

ADOPTED

BIDS 125-18

Meeting: 06/19/18 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Lillie Finley
Sponsors:
DOC ID: 2881

Christmas Decorations - ADM

RESOLUTION NO. _____

WHEREAS, the Purchasing Department opened sealed bids for Christmas Decorations for the Administration Department; and

WHEREAS, Downtown Decorations, Inc. submitted the sole bid meeting specifications; and

WHEREAS, this is a budgeted purchase;

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

1. That the purchase be awarded to Downtown Decorations, Inc. on their sole bid meeting specifications.
2. That the Purchasing-Revenue Manager be authorized to issue a purchase order to Downtown Decorations, Inc. in the amount of \$34,017.00.
3. That the Controller be authorized to adjust the budget as necessary for this purchase.
4. That the Mayor is hereby authorized to sign all documents pertaining to this purchase.

APPROVED AND ADOPTED this the _____ day of _____, 2018.

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

ATTEST:

Robert G. Shuman, CMC
City Clerk - Treasurer

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

FACT SHEET

SUBJECT: Sealed Bid – Bid #18034 – We are asking the Council to approve a purchase for Christmas Decorations

FACTS:

- Bid opening date – 6/4/18
- User Department – Administration
- The bid was mailed to 6 vendors
- 1 bid was received
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend the purchase be awarded to Downtown Decorations, Inc. on their sole bid meeting specifications in the amount of \$34,017.00.**

[illegible]

RESOLUTION NO. 126-18

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 employee(s) were required by the City of Opelika to travel on City business and/or attend a training session, meeting or conference.

Employee	Department	\$ Amount
-----	-----	-----
Tara Bryan	Probation	67.90
Elizabeth Hiller	Revenue	46.42
Lillie Finley	Revenue	116.63
Charles Mosley	Planning	

403.30

-) 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.
- 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(s) can be prepared covering the attached expense report(s).
- 5) That the City Treasurer is authorized to sign said check(s) so it can be delivered to the appropriate City employee or official.

ADOPTED and APPROVED this the ____ day of _____, 2018.

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

ATTEST:

Robert G. Shuman, CMC
City Clerk - City Treasurer

EXPENSE REPORT

NAME

Name

Tara Bryon

DEPARTMENT

Department

Probation

PERIOD ENDING

6-1-18

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS			ENTERTAINMENT Itemize Below	MSC. EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUBLIC TRANSIT	Mileage AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
SUN												
MON												
TUE												
WED												
THU												
FRI	Montgomery, AL											
SAT												
WEEKLY CATEGORY TOTALS \$							\$67.90					\$67.90

WEEKLY TOTAL EXPENSES

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

NUMBER OF DAYS AWAY FROM HOME

0

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

0

NATURE OR PURPOSE OF TRAVEL

Magistrate Maintenance Hours

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM MY ADVANCE☒ MAIL TO

Snail Mail

TO: Probation

ITEMIZED AUTOMOBILE EXPENSES		
DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
6-1-18	54.5 x 62.3 = 33.95	
	33.95 x 2 = 67.90	\$67.90
	Mileage from Probation to 300 Dexter Ave. Montgomery, AL	

ITEMIZED MISCELLANEOUS EXPENSES		
DATE	ITEMS	AMOUNT

Tara Bryon

SIGNATURE

APPROVED BY

EXPENSE REPORT

PERIOD ENDING

4-21 - 4-25-18

NAME

Name ELIZABETH HILLER

DEPARTMENT

Department REVENUE

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 & PUB- LIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
SUN 4/22	BOSTON, MA										2.84	2.84
MON 4/23	BOSTON, MA						5.67					5.67
TUE 4/24	BOSTON, MA											0.00
WED 4/25	BOSTON, MA-ATLANTA, GA										2.62	2.62
THU												0.00
FRI												0.00
SAT 4/21	ATLANTA, GA-BOSTON, MA							3.02	29.43		2.84	35.29
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	0.00	0.00	5.67	3.02	29.43	0.00	8.30	46.42

WEEKLY TOTAL EXPENSES 1

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

NUMBER OF DAYS AWAY FROM HOME

5 days

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

TYLER conference in Boston
N/A

NATURE OR PURPOSE OF TRAVEL

Agree To P.C.

Enis Verified DS

Footing Verified

Inv. Print Co. Print

OK To Print

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM
MY ADVANCE☒ MAIL TO

Elizabeth Hiller

Lillian Kelly Jr

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

ITEMIZED MISCELLANEOUS EXPENSES		
DATE	ITEMS	AMOUNT
4/21	COFFEE	2.84
4/22	COFFEE	2.84
4/25	COFFEE	2.62

EXPENSE REPORT

NAME

Lillie Finley

DEPARTMENT

Revenue

PERIOD ENDING

06/06/18-06/08/18

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS Itemize Below			ENTERTAINMENT Itemize	MSC. EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUBLIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
SUN												0.00
MON												0.00
TUE												
WED 6/6	Orange Beach, Alabama					58.31						58.31
THU												0.00
FRI 6/8	Orange Beach, Alabama					58.32						58.32
SAT												0.00
WEEKLY CATEGORY TOTALS \$			0.00	0.00	0.00	116.63	0.00	0.00	0.00	0.00	0.00	116.63

WEEKLY TOTAL EXPENSE

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

NUMBER OF DAYS AWAY FROM

NUMBER 2 DAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL
ACOMA
☐ DEDUCT FROM MY
☐ MAIL TO

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC	AMOUNT
06/06-06/08	Orange Beach, Alabama	116.63

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

APPROVED BY
Lillie Finley

APPROVED BY

EXPENSE REPORT

NAME

DEPARTMENT

PERIOD ENDING

Name Charles Mosley - Reimbursement

Department Planning Department

04/20/18 - 04/24/18

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 4/22	New Orleans, LA											0.00
MON 4/23	New Orleans, LA											0.00
TUE 4/24	New Orleans, LA					201.65						201.65
WED 10/4												0.00
THU												0.00
FRI 4/20	New Orleans, LA					201.65						201.65
SAT 4/21	New Orleans, LA											0.00
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	0.00	403.30	0.00	0.00	0.00	0.00	0.00	403.30

WEEKLY TOTAL EXPENSES

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

NUMBER OF DAYS AWAY FROM HOME

5

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

0%

NATURE OR PURPOSE OF TRAVEL

APA National New Orleans

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM
MY ADVANCE

☒ MAIL TO

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
4/20	Mileage (370 miles at \$0.545)	201.65
4/24	Mileage (370 miles at \$0.545)	201.65

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

SIGNATURE

APPROVED BY

RESOLUTION NO. 127-18

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

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

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

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

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

No.	Qty.	Unit	Item Description	Fixed Asset #
1.	1	Ea.	Ford 2110 Tractor	011493

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

APPROVED AND ADOPTED this the _____ day of _____, 2018.

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

ATTEST:

Robert G. Shuman, CMC
City Clerk - Treasurer

RESOLUTION NO. 128-18

Emergency Repairs - Flyght Pump - PW

RESOLUTION NO. _____

WHEREAS, the City of Opelika had a Flyght Pump at the Westside Treatment Facility that was in need of repairs; and

WHEAREAS, the Flyght Pump keeps the lift station running; and

WHEREAS, the repairs were deemed to be an emergency by the Purchasing-Revenue Manager; and

WHEREAS, the sole source vendor that rebuilt the Flyght Pump was Jim House & Associates, Inc.; and

WHEREAS, the cost to rebuild the pump was estimated at \$18,824.00; and

WHEREAS, the funding to rebuild the Flyght Pump came from the Sewer Equipment fund;

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

1. That the City Council deem the actions of the Purchasing-Revenue Manager to be correct in awarding the emergency purchase order to Jim House & Associates, Inc. for an estimated amount of \$18,824.00.
2. That the Mayor be authorized to issue a change order for unforeseen repairs not to exceed 10% of the estimated costs.
3. That the Controller be authorized to adjust the budget as necessary for these repairs.

APPROVED AND ADOPTED this the _____ day of _____ 2018.

C. E. "Eddie" Smith, Jr.

President of the City Council

City of Opelika, Alabama

ATTEST:

Robert G. Shuman, CMC

City Clerk - Treasurer

Jim House & Associates, Inc.
 1401 Georgia Road
 Irondale, AL 35210
 PO Box 101957 (35210)
 (205) 592-6302 (800) 292-6335



Since 1957

Quote

Date	Quote #
5/30/2018	8105

Bill To		Ship To		
MR. DERRICK ASKEW CITY OF OPELIKA P.O. BOX 390 WATER & SEWER OPELIKA, AL 36803-0390		CITY OF OPELIKA ATTN: DERRICK ASKEW 1017 GRAND NATIONAL PKWY OPELIKA, AL 36801		
		FREIGHT		
Equipment ID	Equipment Manufacturer/Model	Serial number	Project	P.O. No.
	Flygt N3301.180-458	0520028	S12213-3	

Estimate Description

CONTACT/ATTN: Derrick Askew

REPORT/FAILURE ANALYSIS: (Pump came in disassembled) Upon inspection, found mechanical seal broken, stator grounded, shaft unit seal journal worn/damaged, inner cooling jacket and flow diffuser corroded, outer cooling jacket damaged/out of round, FLS pigtail missing, terminal board terminals corroded and bearings washed out. In addition, stator housing protective cap damaged and inspection screws missing. Parts needed for repair listed below:

Labor Charge to Repair Flygt N3301.180-458 (85HP/460V/3PH)
 SN: 0520028

6571705 REPAIR KIT 3301.090/180
 MACHINE SHAFT UNIT-SEAL JOURNAL/DAMAGED SPOT
 6423101E STATOR 85HP 3301 (REWOUND)
 6085901 COOLING JACKET 316 SS
 841935 GROMMET 45IDx70ODx33L NITRILE
 6505101 FLS10 CABLE UNIT
 6630400 LEVEL SENSOR FLS-10
 835358 TERMINAL CLAMP
 835362 TERMINAL CLAMP
 835363 CROSS CONNECTION
 835354 END SUPPORT
 6508400 STATOR LEAD THROUGH GROMMET
 6085801 ALUMINUM COOLING JACKET - COATED 3301
 6085702 FLOW DIFFUSER 3301
 829277 PROTECTIVE CAP
 6421300 INSPECTION SCREW SS 3301
 GLYCOL 3301
 MATERIALS, LUBES & SOLVENTS

Re-build

neg 18005103

Jim House & Associates, Inc.
 1401 Georgia Road
 Irondale, AL 35210
 PO Box 101957 (35210)
 (205) 592-6302 (800) 292-6335

Jim House & Associates Inc.
HOUSE
2 environmental water solutions

Since 1957

Quote

Date	Quote #
5/30/2018	8105

Bill To	Ship To
MR. DERRICK ASKEW CITY OF OPELIKA P.O. BOX 390 WATER & SEWER OPELIKA, AL 36803-0390	CITY OF OPELIKA ATTN: DERRICK ASKEW 1017 GRAND NATIONAL PKWY OPELIKA, AL 36801

			FREIGHT	
Equipment ID	Equipment Manufacturer/Model	Serial number	Project	P.O. No.
	Flygt N3301.180-458	0520028	S12213-3	

Estimate Description

Approximate Replacement Price \$52,251

Approximate Lead Time After Approval or Purchase Order 2-3 Weeks

RE-build

9704

Please tell us how to proceed by checking the appropriate box below or by other instruction:

Repair: _____

Scrap: _____

Return to you freight collect _____

You may provide your response to us as follows:

Fax: (205) 951-0291

Phone: (800)-292-6335 or (205) 592-6302

Approved By: _____

Subtotal	\$18,824.00
Sales Tax (0.0%)	\$0.00

Total Repair Costs:	\$18,824.00
----------------------------	-------------



CITY OF OPELIKA
P.O. BOX 390
WATER & SEWER
OPELIKA, AL 36803-0390

Mark A Shaw
Territory Manager
Xylem Inc
Flygt Products

766 N Sandy LN
Elkhorn WI 53121
Cell 262 227 3763

mark.shaw@xyleminc.com

June 12, 2018

To whom it may concern;

Please be advised that Jim House & Associates, Inc. is an exclusive distributor for Flygt Products, which includes MultiTrode Controllers and associated products and is an authorized service repair and warranty center in the State of Alabama and the Florida Panhandle. Jim House & Associates, as the authorized distributor for Flygt products has the expertise, knowledge, training and access to the latest product developments and upgrades, along with genuine OEM parts for the Flygt brand.

Thank you for your interest in Flygt & MultiTrode products. Please feel free to contact me if you have any questions regarding distribution of Flygt products or any other matter.

If there are any questions concerning the above statement please call.

Sincerely,

Mark A Shaw
Territory Manager

RESOLUTION NO. 129-18

Purchase - Five (5) Two-Way Radios - State Contract - FD

RESOLUTION NO. _____

WHEREAS, the Opelika Fire Department desires to purchase five (5) Two-Way Radios utilizing State Contract #T300; and

WHEREAS, Motorola Solutions, Inc. is the State Contract Vendor for the Two-Way Radios; 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 Motorola Solutions, Inc. utilizing the State of Alabama Contract.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Motorola Solutions, Inc. in the total amount of \$15,450.60.
3. The Controller is authorized to adjust the budget as necessary for this purchase.
4. That the Mayor is hereby authorized to sign all documents pertaining to this purchase.

APPROVED AND ADOPTED this the _____ day of _____, 2018.

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

ATTEST:

Robert G. Shuman, CMC
City Clerk - Treasurer



Quote Number: QU0000440382
 Effective: 11 MAY 2018
 Effective To: 10 JUL 2018

Bill-To:

OPELIKA, CITY OF
 PO BOX 390
 OPELIKA, AL 36803
 United States

Ultimate Destination:

OPELIKA, CITY OF
 1015 AVE B
 OPELIKA, AL 36801
 United States

Attention:

Name: Jon Kennedy
Phone: 334-705-5339

Sales Contact:

Name: Danny Moseley
Email: dannymoseley@callmc.com
Phone: 7065946747

Contract Number: ALABAMA STATE CONTRACT #T300
Freight terms: FOB Destination
Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	Your price	Extended Price
1	1	L30URS9PW1AN	APX CONSOLETTTE 7/800	\$6,265.60	\$6,265.60
(Notes)Consolette					
1a	1	W382AM	ADD: CONTROL STATION DESK GCAI MIC		
1b	1	GA05100AA	ADD: STD WARRANTY - NO ESSENTIAL	-	-
1c	1	GA00244AA	ADD: 7/800MHZ PRIMARY BAND	-	-
1d	1	L999AB	ADD: FULL FP W/05/KEYPAD/CLOCK/VU		
1e	1	G806BE	ADD: ASTRO DIGITAL CAI OPERATION		
1f	1	CA01598AB	ADD: AC LINE CORD US	-	-
1g	1	G51AT	ENH: SMARTZONE OPERATION APX		
1h	1	QA01648AA	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY		
1i	1	G361AH	ADD: P25 TRUNKING SOFTWARE		
1j	1	G444AE	ADD: APX CONTROL HEAD SOFTWARE	-	-
2	5	F2380A	MCD 5000 DESKSET	\$1,275.00	\$6,375.00
(Notes)Remote Handsets					
3	5	FHN7469A	MCD 5000 DESKSET / RGU POWER SUPPLY WITH USA POWER CORD	\$75.00	\$375.00
(Notes)Power Supply					
4	695	SVC03SVC0123D	SUBSCRIBER INSTALL - SVCR LOCATION	\$1.00	\$695.00
(Notes)Networking Equipment					
5	1740	SVC03SVC0123D	SUBSCRIBER INSTALL - SVCR LOCATION	\$1.00	\$1,740.00
(Notes)Installation Services					

Total Quote in USD**\$15,450.60**

PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor

Attachment: 6-19-18 - FIVE (5) TWO-WAY RADIOS - STATE CONTRACT T300 - CNCL PKT (129-18 : Purchase - Five (5) Two-Way Radios - State



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

13.4.a

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 T3004012695

NOT TO EXCEED AMOUNT:

Begin Date: 10/01/2013

Procurement Folder: 11763

Expiration Date: 09/30/2018

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 09/13/17

Version Number: 5

CONTACT INFORMATION

REQUESTOR:

Pat Antle
334-242-7253
pat.antle@purchasing.alabama.gov

ISSUER:

Pat Antle
334-242-7253
pat.antle@purchasing.alabama.gov

BUYER:

Pat Antle
334-242-7253
pat.antle@purchasing.alabama.gov

CONTRACT DESCRIPTION

T300 -- Two-Way Radios and Parts

Ship To:

Bill To:

Shipping Instructions: 1-90 DAYS ARO
SNAP Location code is R1-STATEWIDE

REASON FOR MODIFICATION

Contract extended to fifth year.

VENDOR INFORMATION

Name /Address:

VC000046539: Motorola Solutions Inc.
1301 E Algonquin Road
Schaumburg IL 60196

Contact:

Karen Evans
6157712741
Cke012@Motorolasolutions.Com

SOFTWARE, TWO-WAY RADIO, MOTOROLA
0 PERCENT OFF LIST.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
37	0		\$0.000000	\$0.00			\$0.00	\$0.00

72578075250CNV - DO NOT USE: Inactivated 3-24-17.
RADIO/ACCESSORIES, TWO-WAY, RADIUS MFR
RADIO/ACCESSORIES, TWO-WAY, RADIUS MFR
15 PERCENT OFF LIST.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
38	0		\$0.000000	\$0.00			\$0.00	\$0.00

72688 - Two-Way Radio, Portable, Including Vehicle Radio Relay Syste
RADIO/FIXED EQUIPMENT, TWO-WAY, MOTOROLA
RADIO/FIXED EQUIPMENT, TWO-WAY, MOTOROLA
15 PERCENT OFF LIST.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
39	0		\$0.000000	\$0.00			\$0.00	\$0.00

72688 - Two-Way Radio, Portable, Including Vehicle Radio Relay Syste
RADIO, TWO-WAY, MOTOROLA, HIGH-TIER/
RADIO, TWO-WAY, MOTOROLA, HIGH-TIER/
DUAL BAND/TDMA SUBSCRIBER (APX)
20 PERCENT OFF LIST.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
40	0		\$0.000000	\$0.00			\$0.00	\$0.00

72688 - Two-Way Radio, Portable, Including Vehicle Radio Relay Syste
RADIO, TWO-WAY, MOTOROLA, XTL/XTS SERIES
RADIO, TWO-WAY, MOTOROLA, XTL/XTS SERIES
SUBSCRIBER
25 PERCENT OFF LIST

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
41	0		\$0.000000	\$0.00			\$0.00	\$0.00

72688 - Two-Way Radio, Portable, Including Vehicle Radio Relay Syste
RADIO, TWO-WAY, MOTOROLA, PROFESSIONAL
RADIO, TWO-WAY, MOTOROLA, PROFESSIONAL
SERIES SUBSCRIBER
15 PERCENT OFF LIST

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
42	0		\$0.000000	\$0.00			\$0.00	\$0.00

72688 - Two-Way Radio, Portable, Including Vehicle Radio Relay Syste
RADIO, TWO-WAY, MOTOROLA, MOTOTRBO
RADIO, TWO-WAY, MOTOROLA, MOTOTRBO
SUBSCRIBER
10 PERCENT OFF LIST

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
43	0		\$0.000000	\$0.00			\$0.00	\$0.00

72690 - Two-Way Radio Supplies, Parts, and Accessories
ACCESSORIES, TWO-WAY RADIO, MOTOROLA
ACCESSORIES, TWO-WAY RADIO, MOTOROLA
25 PERCENT OFF LIST

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
------	----------	-----	------------	----------------	--------------	------------	----------------	------------

COMMODITY / SERVICE INFORMATION

13.4.a

44	0		\$0.000000	\$0.00			\$0.00	\$0.00
72690 - Two-Way Radio Supplies, Parts, and Accessories REPAIR PARTS/SVC, 2-WAY RADIO MOTOROLA REPAIR PARTS/SVC, 2-WAY RADIO MOTOROLA 25 PERCENT OFF LIST.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
45	0	LOT	\$0.000000	\$0.00			\$0.00	\$0.00
72690 - Two-Way Radio Supplies, Parts, and Accessories SOFTWARE, TWO-WAY RADIO, MOTOROLA SOFTWARE, TWO-WAY RADIO, MOTOROLA 0 PERCENT OFF LIST.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
46	0		\$0.000000	\$0.00			\$0.00	\$0.00
72690 - Two-Way Radio Supplies, Parts, and Accessories RADIO/ACCESSORIES, TWO-WAY, RADIUS MFR RADIO/ACCESSORIES, TWO-WAY, RADIUS MFR 15 PERCENT OFF LIST.								

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Final

Approved: 
Purchasing Director

APPROVALS			
Date	Status Before	Status After	Approver

RESOLUTION NO. 130-18

Purchase - One (1) 2018 Ford Explorer 4X2 - State Contract - OPS**RESOLUTION NO. _____**

WHEREAS, Opelika Power Services desires to purchase one (1) 2018 Ford Explorer 4X2 with certain options utilizing the State of Alabama Contract #T191; and

WHEREAS, Long-Lewis of the Shoals, Inc. is the State Contract Vendor for the 2018 Ford Explorer 4X2; and

WHEREAS, this is a budgeted purchase;

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

1. That the purchase be awarded to Long-Lewis of the Shoals, Inc. utilizing the State of Alabama Contract.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Long-Lewis of the Shoals, Inc. in the total amount of \$26,383.00.
3. That the Controller be authorized to adjust the budget as necessary for this purchase.
4. That the Mayor is hereby authorized to sign all documents pertaining to this purchase.

APPROVED AND ADOPTED this the _____ day of _____, 2018.

C.E. "Eddie" Smith, Jr.

President of the City Council

City of Opelika, Alabama

ATTEST:

Robert G. Shuman, CMC

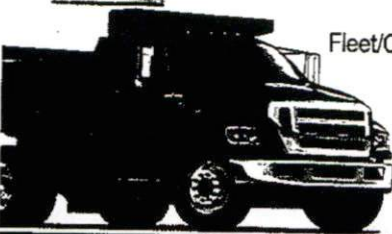
City Clerk - Treasurer



LONG-LEWIS

WOODIE BELK
Fleet/Commercial Sales Manager

cell.256.762.6239
office.256.386.7800.ext.2277
toll free.800.832.2233
fax.256.263.4608
woodie.belk@longlewis.net
www.longlewisauto.com



2800 Woodward Avenue • Muscle Shoals, Alabama 35661

13.5.a

2018 Ford Explorer 4x2 Contract T 191

Price: (EACH)	\$ 24,932.00	
4 corner strobes	550.00	
Cargo Cover	130.00	
Floor Liners	120.00	
Roof rack	140.00	
Cargo mat	100.00	
Delivery 263 mi/1.50	394.50	
Title fee:	16.50	
TOTAL:	\$ 26,383.00	*24,948.50



Attachment: 6-19-18 - ONE (1) 2018 FORD EXPLORER 4X2 - STATE CONTRACT T191 - CNCL PKT (130-18 : Purchase - One (1) 2018 Ford

2018 Ford Explorer 2 wheel drive contract T191 line 2 \$24,948.50

Mechanical

- Engine – 3.5L Ti-VCT V6
- Four-Wheel Disc Brakes with Anti-Lock Brake System (ABS)
- Transmission – 6-Speed Automatic with SelectShift® Capability

EXTERIOR

- 18.6 Gallon Fuel Tank
- Black – Molded-in-Color
- Door Handles
- Lower Bodyside Cladding (Black-Painted Insert)
- Wheelip Molding
- Body-Color
- Bumpers, Front and Rear (Body-Color Upper, Black Lower)
- Spoiler
- Chrome Liftgate Appliqué
- Configurable Daytime Running Lamps (DRL) (Activates LED Low Beam Headlamps with Courtesy Delay)
- Easy Fuel® Capless Fuel Filler
- Exhaust Tips, Dual – Chrome
- Front Air Curtain
- Grille – Dark Foundry Gray Mesh Insert with Chrome Bars
- LED Taillamps
- Privacy Glass – Second Row, Third Row and Liftgate
- ★ Rear Bumper Step Pad – Molded-In-Color Black
- Roof-Mounted Antenna
- Tires
- P245/60R18 All-Season (A/S) BSW
- Mini Spare
- Wheels – 18" Five-Spoke Sparkle Silver-Painted Aluminum
- Wipers
- Windshield – Variable Intermittent/Continuous
- Rear Window – Single-Speed Intermittent/Continuous

INTERIOR/COMFORT

- Black Metallic Center Stack
- Center Floor Console – Front
- Armrest
- Storage Bin with Lid
- Climate Control
- Cabin Particulate Air Filter
- Manual Single Zone
- Rear Auxiliary Controls
- Cruise Control
- Cupholders – 10
- Dark Galvano Instrument Panel and Appliqués, Door/Interior Trim and Appliqués
- Door-Sill Scuff Plates, Front and Rear – Black Molded-in-Color (MIC), embossed with "EXPLORER"
- Driver and Front Passenger Seat Back Map Pockets
- Driver's Side Footrest
- Floor Mats – Color-Keyed Carpet, Front and Rear
- Grab Handles – Front-Passenger; Second Row – two (2), includes Coat Hooks
- Illuminated Visor Vanity Mirrors (Driver and Front Passenger)
- Instrument Panel Cluster
- 4.2" Productivity Screen
- Message Center
- Outside Temperature Display
- Trip Computer
- Leather Gear Shift Knob
- Lighting
- Front Overhead Console Mounted Map Lights
- Illuminated Entry System with Courtesy Lamp Delay
- Rear Cargo Area Light
- Second and Third Row Dome Lights
- Locking Glove Box

2018 Ford Explorer 2 wheel drive contract T191 line 2 \$24,948.50

- Overhead Console with Sunglasses Storage
- Powerpoints (12V) – four (4)
 - Front row; one (1) in Media Hub, one (1) in front center console
 - Second row; one (1) in rear section of center console
 - Rear Cargo Area; one (1)
- Seats
 - Cloth
 - Front Row Buckets
 - 8-way Power Driver's Seat (includes Power Lumbar and Manual Recline)
 - 4-way Manual Front Passenger (includes Manual Recline)
 - Second Row – 60/40 Split-Fold-Flat and Reclining Bench (Manual fore/aft adjustable seat on "40" section only)
 - Third Row – 50/50 Split-Fold-Flat
- Steering Column – Manual Tilt/Telescoping
- Steering Wheel Mounted Features
 - 5-Way Controls
 - Audio Controls
 - Cruise Controls
- Windows, Power – Front One-Touch-Up/Down Feature (door mounted controls)
- SAFETY/SECURITY
 - AdvanceTrac® with RSC® (Roll Stability Control™)
 - Airbags
 - First Row: Driver and Passenger Dual-Stage Front, Front-seat Side and Passenger Knee
 - All Rows: Safety Canopy® Side-Curtain with Rollover Sensor
 - Note: The Inflatable Rear Safety Belts (Second Row Outboard Seating Positions) feature is available on all series.
 - Center High-Mounted Stop Lamp (CHMSL)
 - Curve Control
 - Day/Night Rearview Mirror – Manually Adjustable
 - Door Locks, Power
 - Autolock/Autounlock
 - Child-Safety Rear
 - Head Restraints
 - Four-Way Manually Adjustable Driver and Front-Passenger (Two-way up/down when Dual-Headrest DVD Entertainment System (50" ordered))
 - Two-Way Manually Adjustable Second and Third Row (Left and Right; Second Row Center Head Restraint is fixed position)
 - Headlamps
 - LED Low Beams with Courtesy Delay
 - Halogen Reflector High Beams
 - Wiper-Activated
 - Hooks
 - Cargo Net – Four (4)
 - Load Floor Tie-Down – Four (4)
 - Individual Tire Pressure Monitoring System (ITPMS)
 - LATCH (Lower Anchors and Tether Anchors for Children) on Second Row Outboard and Third Row Passenger Side Seating Position
 - ★ Mirrors, Sideview – Power/Heated Glass, Manual-Folding with Integrated Blind Spot Mirrors and Black Molded-in-Color Caps
 - MyKey®
 - Personal Safety System™1
 - Rear View Camera with Backup Assist Grid Lines and Washer
 - Rear-Window Defroster and Washer
 - Safety Belts
 - Front Row – Belt-Minder® (Front Safety Belt Reminder)
 - Front Row – Adjustable Height
 - Second Row – Outboard and Center Seat Shoulder
 - Third Row – Outboard
 - SecuriLock® Passive Anti-Theft System (PATS) (Explorer Base Series Only)
 - SOS Post-Crash Alert System™
 - Trailer Sway Control
- DRIVER ASSIST TECHNOLOGY
 - Headlamps – Autolamp (Automatic On/Off)
 - Hill Start Assist
 - SYNC®
 - Enhanced Voice Recognition Communications and Entertainment System
 - 911 Assist®
 - 4.2" LCD Screen in Center Stack
 - AppLink®
 - Smart-Charging Multimedia USB Port in Media Hub – One
- FUNCTIONAL
 - 3.39 Non-Limited-Slip Rear Axle (FWD)
 - 58 AH Battery (72AH with 2.3L I-4 EcoBoost® Engine)



State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

13.5.a

Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 16000000023.1

NOT TO EXCEED AMOUNT:

Begin Date: 02/12/2016

Procurement Folder: 89542

Expiration Date: 02/10/2019

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 11/07/17

Version Number: 6

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

T191 NON-ALTERNATIVE FUEL VEHICLES

Ship To:

Bill To:

REASON FOR MODIFICATION

ENDOR INFORMATION

Name /Address:

VC000055942: Long-Lewis Of The Shoals Inc
2800 Woodward Av
Muscle Shoals AL 35661

Contact:

Christina Croteau
2563867800 EXT: 2258
Christina.Croteau@Longlewis.Net

Attachment: 6-19-18 - ONE (1) 2018 FORD EXPLORER 4X2 - STATE CONTRACT T191 - CNCL PKT (130-18 : Purchase - One (1) 2018 Ford

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	EA	\$15,833.500000	\$0.00			\$0.00	\$0.00

13.5.a

77006410000 - DO NOT USE: Inactivated 3-22-17. Use Classes 071, 072, 073.

DISCONTINUED- Ford Focus SE 4 door

DISCONTINUED-VEHICLE, COMPACT SEDAN, NON-ALTERNATIVE FUELWHEELBASE: 101" - 105.9"ENGINE: 4-CYLINDER4 WHEEL ABS/4 WHEEL ABS/C AND HEAT - FRONT AND REAR/FM RADIOAUTOMATIC TRANSMISSIONCRUISE CONTROLPOWER WINDOWS, LOCKS, AND MIRRORSTILT STEERINGMAKE: _____Ford_____ MODEL: _Ford Focus SE 4 door_____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	EA	\$24,948.500000	\$0.00			\$0.00	\$0.00

77180400000 - DO NOT USE. Use 5- or 7-digit code.

MID-SIZE SUV, Ford Explorer FWD

VEHICLE, MID-SIZE SUV, NON-ALTERNATIVE FUEL, 2-WHEEL DRIVE, 7 PASSENGER MINIMUMWHEELBASE: 105" - 115.9"ENGINE: V64 WHEEL ABS/4 WHEEL ABS/C AND HEAT - FRONT AND REAR/FM RADIOAUTOMATIC TRANSMISSIONCRUISE CONTROLPOWER WINDOWS, LOCKS, AND MIRRORSTILT STEERINGMAKE: _____Ford_____ MODEL: _Explorer FWD_____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	EA	\$26,749.500000	\$0.00			\$0.00	\$0.00

77180250000 - DO NOT USE. Use 5- or 7-digit code.

MID SIZE SUV, Ford Explorer AWD

VEHICLE, MID-SIZE SUV, NON-ALTERNATIVE FUEL, 4-WHEEL DRIVE, 7 PASSENGER MINIMUMWHEELBASE: 105" - 115.9"ENGINE: V64 WHEEL ABS/4 WHEEL ABS/C AND HEAT - FRONT AND REAR/FM RADIOAUTOMATIC TRANSMISSIONCRUISE CONTROLPOWER WINDOWS, LOCKS, AND MIRRORSTILT STEERINGMAKE: _____Ford_____ MODEL: _Explorer AWD_____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	EA	\$23,207.500000	\$0.00			\$0.00	\$0.00

77201150000 - DO NOT USE. Use 5- or 7-digit code.

MID-SIZE CREW CAB TRUCK 4X2 Ford F-150

VEHICLE, MID-SIZE TRUCK, NON-ALTERNATIVE FUEL, CREW CAB, 4 X 2GVWR: 4,900 MINIMUMENGINE: 4-CYLINDER4 WHEEL ABS/4 WHEEL ABS/C AND HEAT - FRONT AND REAR/FM RADIOAUTOMATIC TRANSMISSIONTILT STEERINGMAKE: _____Ford_____ MODEL: _MID-SIZE CREW CAB TRUCK 4X2 Ford F-150_____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0	EA	\$20,724.500000	\$0.00			\$0.00	\$0.00

75520500751 - (Inventory) FUEL CONVERSION SYSTEM, PURCHASE AND INSTALLATION

Do Not Use This Line. Replaced by Line 10.

Do not Use This Line. Replaced by line 10.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0	EA	\$31,415.500000	\$0.00			\$0.00	\$0.00

77042870000 - DO NOT USE: To be deactivated. Use Classes 071, 072, 073.

DISCONTINUED- Ford Expedition 4X4, 7-Passenger,

DISCONTINUED 3/3/2017-VEHICLE, FULL-SIZE SUV, NON-ALTERNATIVE FUEL, 4-WHEEL DRIVE, 7 PASSENGER MINIMUMWHEELBASE: 116" MINIMUMENGINE: V6 MINIMUM4 WHEEL ABS/4 WHEEL ABS/C AND HEAT - FRONT AND REAR/FM RADIOAUTOMATIC TRANSMISSIONCRUISE CONTROLPOWER WINDOWS, LOCKS, AND MIRRORSTILT STEERINGMAKE: _____Ford_____ MODEL: _Expedition 4X4_____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
7	0	EA	\$22,372.500000	\$0.00			\$0.00	\$0.00

77192300000 - DO NOT USE. Use 5- or 7-digit code.

MID-SIZE VAN, 7-Passenger, Ford Transit

VEHICLE, MID-SIZE VAN, NON-ALTERNATIVE FUEL, 7 PASSENGERENGINE: 4-CYLINDER MINIMUM4 WHEEL ABS/4 WHEEL ABS/C AND HEAT - FRONT AND REAR/FM RADIOAUTOMATIC TRANSMISSIONCRUISE CONTROLPOWER WINDOWS, LOCKS, AND MIRRORSTILT STEERINGMAKE: _____Ford_____ MODEL: _Transit_____

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

76066200000 - DO NOT USE. Use 5- or 7-digit code.

Attachment: 6-19-18 - ONE (1) 2018 FORD EXPLORER 4X2 - STATE CONTRACT T191 - CNCL PKT (130-18 : Purchase - One (1) 2018 Ford

RESOLUTION NO. 131-18

Purchase - Cameras for New Fire Station - Sole Source - IT**RESOLUTION NO. _____**

WHEREAS, the Information Technology Department desires to purchase Cameras for the Fire Department's new station; and

WHEREAS, this is a sole source purchase; and

WHEREAS, Vision Security Technologies is the sole vendor for the Cameras; 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 Vision Security Technologies.
2. That the Purchasing-Revenue Manager be authorized to issue a purchase order to Vision Security Technologies not to exceed \$30,260.93 as a sole source purchase.
3. That the Controller is authorized to adjust the budget as necessary for this purchase.
4. That the Mayor is hereby authorized to sign all documents pertaining to this purchase.

APPROVED AND ADOPTED this the _____ day of _____, 2018.

C.E. “Eddie” Smith, Jr.

President of the City Council
City of Opelika, Alabama

ATTEST:

Robert G. Shuman, CMC

City Clerk - Treasurer



Proposal Number: 7865-1-0
City of Opelika Fire Station
Date: June 01, 2018

Financial Summary

Customer Details:

Site: 204 South 7th Street Opelika, AL 36801

Billing: 204 South 7th Street Opelika, AL 36801

Contact: Stephen Dawe (334) 705-5140 sdawe@ci.opelika.al.us (334) 705-5149

CCTV

\$30,260.93

QTY	Description	Unit Price	Ext. Price
14	GSC 1 camera connection	\$232.14	\$3,249.96
14	Genetec™ Advantage Flat Rate for 1 Ent Camera 1yr	\$40.63	\$568.82
56	Genetec™ Advantage Rate for 1 Ent Cam 1 Month	\$3.41	\$190.96
2	Axis AXS-M3045V 2MP indoor fixed mini dome	\$261.81	\$523.62
10	Axis 5MP bullet, D/N, IR, 2.8-9.8mm, IP66	\$717.32	\$7,173.20
2	Axis Multisensor, Multi-megapixel- 180 overview	\$1,914.65	\$3,829.30
2	Pendant kit for the AXIS Q60-series and AXIS P55-s	\$47.33	\$94.66
10	Backbox for AXIS M3006-V, AXIS M3007-P/-PV, AXIS M	\$28.67	\$286.70
2	Axis Wall mount with internal cable canal for dome	\$39.00	\$78.00
1	2U 24 Port Blank Panel	\$16.13	\$16.13
14	Wall Biscuit for CAT 6 Keystone	\$5.34	\$74.76
28	Cat 6 Keystone Jack Yellow	\$2.52	\$70.56
14	VS 3FT YLW SNAGLESS C6 CM Booted	\$2.04	\$28.56
15	VS 10FT YLW SNAGLESS C6 CM Booted	\$3.74	\$56.10
3	1' Firestop Sleeve with Sealant	\$37.11	\$111.33
50	Cable J-Hook, size 1-5/16"	\$3.30	\$165.00

Supplies & Materials for: CCTV

QTY	Description	Ext. Price
1.00	Hardware	\$120.69
1.00	Lift Rental	\$1,200.00

Wire Schedule for: CCTV

QTY	Description	Unit Price	Ext. Price
2500.00	Plenum Cat 6	0.49	1232.58

Financial Summary

Total Equipment:	\$16,517.66
Total Labor:	\$11,190.00
Total Supplies & Materials:	\$1,320.69
Total Wire:	\$1,232.58
Purchase Price, Excluding taxes:	\$30,260.93

.Note: The above price does not include sales tax

System Investment

Vision Security Technologies will provide the proposed system as described in this proposal for the sum of: \$30,260.93



Proposal Number: 7865-1-0
City of Opelika Fire Station
Date: June 01, 2018

Proposal Acceptance:

I have read the **Standard Terms and Conditions** of the sale, understand them fully, and agree to abide by them. I have also read and understand the payment terms as set forth in the **Customers Responsibilities** section of the agreement as well as the **Schedule of Equipment** as listed.

I hereby certify that I am authorized by my company to sign this agreement. Vision Security Technologies is hereby authorized to perform the work as specified.

Prepared By: Vision Security Technologies
Name: Trae Padilla

Accepted By: Opelika City Hall
Name: Stephen Dawe

Signature: _____
 Title: Account Manager
 Date: _____

Signature: _____
 Title: Cheif Technology Officer
 Date: _____

Attachment: 6-19-18 - CAMERAS FOR NEW FIRE STATION - SOLE SOURCE - CNCL PKT (131-18 : Purchase - Cameras for New Fire Station -



Proposal Number: 7865-1-0
City of Opelika Fire Station
Date: June 01, 2018

STANDARD TERMS AND CONDITIONS

For the purposes of this Agreement, "VST" means Vision Security Technologies Inc. and/or all other entities under common control or common ownership with VST.

1. **Acceptance.** VST's Invoice, Quotation, Confirmation, Proposal or Service Agreement contains the complete agreement between VST and Customer, and VST expressly limits its acceptance to the terms stated herein. Additional or different terms in Customer's purchase order, confirmation, other writings, or from prior negotiations (hereinafter "Other terms"), shall not be binding on VST and are hereby superseded by the terms delineated herein. Further, any quotations, proposals, confirmations or service agreements not executed or otherwise agreed upon expire after Ninety (90) days subsequent to the date stated therein. Additionally, the Acceptance by Customer of VST's Invoice, Quotation, Confirmation, Proposal or Service Agreement referenced herein has been executed by such person who has full power and authority to execute and deliver this Agreement by Customer and to obligate Customer accordingly.

2. **Force Majeure.** If the performance of the Agreement, or of any obligation hereunder is prevented, restricted or interfered with by reason of fire, breakdown of plant, labor disputes, embargoes, government ordinances or requirements, civil or military authorities, acts of God or the public enemy, acts or omissions of carriers, or other causes beyond the reasonable control of the party whose performance is affected, then the party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-for-day basis to the extent of such prevention, restriction, or interference (and the other party shall likewise be excused from performance of its obligations on the day-for-day basis to the extent such party's obligations relate to the performance so prevented, restricted or interfered with); provided that the party so affected shall use its best efforts to avoid or remove such causes.

3. **Limitation of Liability.** In no event will VST be liable for consequential damages, including lost profits, loss of investment, or other incidental damages incurred from Customer's investment based on the Scope of Work to be performed by VST under this Agreement. VST's total liability for work performed shall never exceed the amount paid by the Customer for services performed under this Agreement.

4. **WARRANTIES.** VST WARRANTS THAT THE PRODUCTS COVERED HEREBY CONFORM TO THE DESCRIPTION AND SPECIFICATIONS, IF ANY. THE USE OF THE PRODUCTS BY CUSTOMER CONSTITUTES CUSTOMER'S ACCEPTANCE OF CONFORMITY. VST WARRANTS THE WORKMANSHIP OF ITS INSTALLATION FOR A PERIOD OF ONE (1) YEAR FOLLOWING INSTALLATION. SHOULD CUSTOMER OR ANY OTHER PERSON OR ENTITY WORK ON, ADJUST OR OTHERWISE TOUCH THE PRODUCT WARRANTED BY VST, VST'S ONE-YEAR WARRANTY DELINEATED HEREIN IS HEREBY VOIDED AND OTHERWISE UNENFORCEABLE. CUSTOMER SHOULD CONSULT THE MANUFACTURER OF ANY PRODUCT TO DETERMINE WHAT, IF ANY, WARRANTIES IT PROVIDES. **ALL OTHER WARRANTIES ARE EXCLUDED, WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS.** VST'S LIABILITY FOR BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE, IS EXPRESSLY LIMITED AT THE OPTION OF VST: (A) TO THE REPLACEMENT AT THE AGREED POINT OF DELIVERY OF ANY PRODUCTS OR SERVICES FOUND TO BE DEFECTIVE OR NOT TO CONFORM TO THE SPECIFICATIONS SET FORTH HEREIN (UPON DELIVERY OF THE PRODUCT BY CUSTOMER TO VST), (B) TO THE REPAIR OF SUCH PRODUCTS OR SERVICES (UPON DELIVERY OF THE PRODUCT BY CUSTOMER TO VST); OR (C) TO THE REFUND OR CREDITING TO CUSTOMER OF THE PRICE OF SUCH PRODUCTS OR SERVICES.

5. **Delivery Terms.** Delivery dates are approximate and are based upon prompt receipt of all necessary information from Customer. Unless otherwise specified by VST, delivery will be made and title will pass to Customer upon Customer's acceptance of conformity. Further, Customer is responsible for any job-site preparation or any other requirement needed in order for VST to meet its obligations as set forth herein.

6. **Unforeseen Conditions or Change Orders.** Should concealed conditions encountered in the performance of VST's work in a structure be a variance with the conditions indicated by the contract documents or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in the work of the character provided for in the contract documents be encountered, the compensation to be paid to VST for the work shall be adjusted by a Change Order. If VST encounters unforeseen conditions or circumstances during installation and/or maintenance at Customer's site that materially increase the cost or complexity of the work VST agreed to perform, Customer agrees to compensate VST for the extra materials and labor required by the unforeseen conditions or circumstances and for any additional costs, expenses or fees that VST incurs due to these circumstances. Further, if Customer materially changes any of the conditions or demands required of VST, then Customer hereby agrees to compensate VST for the extra materials and labor required and for any additional costs, expenses or fees that VST



Proposal Number: 7865-1-0
City of Opelika Fire Station
Date: June 01, 2018

incurs due to these changes.

7. Dispute Resolution. Customer and VST agree that any and all disputes arising out of, or relating to, Customer's purchase of VST's products, attempted purchase of VST products, purchase of VST's service and/or installation of any product, use of VST's products, and/or any warranty(ies) alleged to cover VST's products, shall be resolved by binding arbitration in Birmingham, Alabama to the exclusion of all other locations. Further, Customer and VST hereby state and agree that any relationship between them and any transactions related to this or any other agreement to which they are a party specifically and without revocation are involved and touch upon interstate commerce. This provision shall apply to any and all claims whatsoever, whether they sound in contract, tort, or otherwise, with the sole exception being claims asserted by VST for non-payment, and without regard to whether they are based on conduct occurring before Customer's purchase of VST's products, or execution of a Service Agreement. The arbitration shall be governed by the rules and procedures promulgated by the American Arbitration Association that are in effect at the time of the dispute. The arbitrator shall have full authority to award costs, including reasonable attorney's fees, to the prevailing party.

8. Waiver of Trial by Jury. In the event that the Arbitration Agreement contained in these Standard Terms and Conditions is declared to be unenforceable by a court of law for any reason, Customer and VST, and their successors and assigns, do hereby waive their right to a trial by jury of any claim, counterclaim, cross-claim, or third-party claim, including any and all claims for injury or damage, brought by either party against the other that arises out of, or is related to, this Agreement, Customer's relationship with VST, Customer's purchase of VST's products, Customer's attempted purchase of VST's products, the use of VST's products, the servicing and/or installation of VST's products, and/or any warranty(ies) alleged to cover VST's products. VST and Customer make this waiver to avoid the additional time and expense jury trials require.

9. Acknowledgment. Customer acknowledges that VST shall not be responsible for any damages, claims, or injuries arising from Customer's improper use of VST's work delivered, services, Customer's failure to properly maintain VST's products, Customer's modification or alteration of VST's products, or Customer's negligence. Customer agrees to indemnify VST and hold it harmless from any and all claims, injuries, or damages arising from Customer's improper use or maintenance of VST's products, Customer's modification or alteration of VST's products, or Customer's negligence. Further, Customer acknowledges that VST, when rendering its work and services, relies upon quotes, part numbers, part information and other information provided to it by third parties. Accordingly, VST will use reasonable skill and care in performing its services but cannot guarantee that, all information it relied upon is accurate, complete or correct, and shall not be held responsible for any errors including manifest and typographical errors.

10. Payment. Terms of payment shall be the following: 50% of the total amount due shall be paid upon acceptance of the Proposal as a deposit. The remaining 50% shall be paid in "progress billings" as determined and calculated by VST at its sole discretion and billed every 30 days after work begins with payment due within ten (10) days after each bill. Any Change Order, extra charge or extra expense shall be added immediately to the next progress billing and shall be due within ten (10) days after that bill date. Further, should the costs of any part or supply change after acceptance of the Proposal by Customer, Customer hereby agrees that VST shall be entitled to receive and Customer agrees to pay any additional cost incurred by VST in procuring said part or supply in addition to the amounts set forth in the Proposal. Additionally, VST at its discretion shall be entitled to receive and Customer agrees to pay a fuel surcharge to pay any additional cost incurred by VST in the performance of its obligations caused by an increase in VST's fuel costs. Should the financial condition or responsibility of Customer at any time become unsatisfactory to VST, VST shall have the right, at its discretion, to require payment in advance for any shipment hereunder or satisfactory security thereof. If Customer fails to make payment in accordance with the terms of these Standard Terms and Conditions, or fails to comply with any provision hereof, VST may, at its discretion, in addition to any other remedies, cancel any agreement. Customer shall remain liable for all unpaid amounts. In the event Customer fails to make payment in accordance with the terms of Standard Terms and Conditions, the account shall be deemed delinquent and a late charge of one and one-half percent (1½%) per month will be added to the unpaid balance. Customer agrees to pay all collection costs and expenses, including reasonable attorneys' fees that VST incurs in collecting, or attempting to collect, said amount. Further, if Customer, in VST's sole discretion, remains in default greater than thirty (30) days of any sum due under this Agreement, or if Customer destroys or otherwise damages any installed equipment or product under this Agreement, VST may repossess the equipment or property by legal process or self help without the use of force. Nothing in this Agreement shall authorize a violation of criminal law or other applicable statute. In the event of default, VST may take possession of the equipment or property wherever found, including any governmental property or facility. In order to reinstate the Agreement after repossession occurs, Customer must pay: All past due charges, the reasonable cost of pick-up and delivery and a reinstatement fee of \$1000.00. THE CUSTOMER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT JURISDICTION AND VENUE FOR ANY ACTIONS BROUGHT BY EITHER PARTY SHALL BE EXCLUSIVELY IN SHELBY COUNTY, ALABAMA, and that Customer hereby submits itself to the Jurisdiction of Shelby County, Alabama,



Proposal Number: 7865-1-0
City of Opelika Fire Station
Date: June 01, 2018

and hereby waives any jurisdictional objection thereto.

11. Delay. VST shall not be liable for any failure or delay in manufacture, shipment, delivery of products, or performance of service/maintenance resulting from any cause beyond VST's control, including, but not limited to, provisions of law or governmental regulations, accident, explosion, fire, windstorm, flood or other casualty, strike, lockout, or other labor difficulty, riot, war, insurrection, shortage of, or inability to secure, labor, raw materials, production or transportation facilities.

12. Assignment. Customer may not assign this agreement without prior written consent of VST.

13. Waiver. Waiver of any breach of this contract shall not be construed as a waiver of any other breach.

14. Governing Law. The parties agree that the interpretation and validity of these Standard Terms and Conditions shall be governed by Alabama law.

15. Modification. There are no terms, conditions, understandings, or agreements between Customer and VST other than those stated herein, and all prior proposals and negotiations are merged herein. NO TERMS AND CONDITIONS IN ANY WAY ALTERING OR MODIFYING THE PROVISIONS HEREIN SHALL BE BINDING UPON VST UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF VST. NO MODIFICATION OR ALTERATION OF THE PROVISIONS HEREIN SHALL RESULT FROM VST'S PERFORMANCE FOLLOWING RECEIPT OF CUSTOMER'S PURCHASE ORDER, SHIPPING ORDER, OR OTHER FORMS CONTAINING PROVISIONS, TERMS, AND CONDITIONS IN ADDITION TO, IN CONFLICT WITH, OR INCONSISTENT WITH, THE PROVISIONS HEREIN.

16. Termination by Customer. The Customer may terminate this Agreement for cause. Such termination may be made only after first giving VST written notice giving VST at least twenty (20) days to cure any default or breach of the contract by VST. If VST fails to cure said default or breach within this twenty (20) day notice, the Customer may then give ten (10) days written notice prior to the effective date of termination of this Agreement. Such notice shall be deemed given if delivered or mailed to the last known address of VST. From and after the effective date specified in such termination notice this Agreement shall be terminated. In the event of such termination, the Customer shall immediately pay VST compensation for services performed hereunder as calculated and delivered by VST to Customer. Such compensation shall be paid within five (5) business days of delivery of said amount by VST to Customer. After this five (5) day period, any amount due shall be subject to late fees and interest in the amount of 1.5% per month.

17. Termination by VST. VST may terminate this Agreement for cause. Such termination may be made only after first giving Customer written notice giving Customer at least twenty (20) days to cure any default or breach of the contract by Customer. If Customer fails to cure said default or breach within this twenty (20) day notice, the VST may then give ten (10) days written notice prior to the effective date of termination of this Agreement. Such notice shall be deemed given if delivered or mailed to the last known address of Customer. From and after the effective date specified in such termination notice this Agreement shall be terminated. In the event of such termination, Customer shall immediately pay VST compensation for services performed hereunder as calculated and delivered by VST to Customer. Such compensation shall be paid within five (5) business days of delivery of said amount by VST to Customer. After this five (5) day period, any amount due shall be subject to late fees and interest in the amount of 1.5% per month.

In the event Customer cures any default or breach as delineated in this paragraph, then Customer shall be responsible for any fees, fines, costs, expenses or other monetary damages resulting from Customer's default or breach as determined by VST.

Vision Security Technologies is a proud member of the Alabama Electronic Security Board of Licensure, license #591. If there are unresolved issues, you may contact AESBL at 334-264-9388 or 7956 Vaughn Road, PMB 392, Montgomery, AL 36116.

RESOLUTION NO. 132-18

Weed Abatement Assessment - 308 Brannon Ave

RESOLUTION NO. _____

**RESOLUTION FIXING AMOUNT OF ASSESSMENT
FOR WEED LIEN AGAINST PROPERTY LOCATED AT
308 Brannon Ave, Parcel No. 072.000**

=====

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

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

WHEREAS, the 19th day of June, 2018 at 7:00 p.m. in the City Council Chambers in the Municipal Building of Opelika, Alabama was the date, time and place heretofore established by the City

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

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

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

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

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

WHEREAS, the President of the City Council presided over said public hearing and opened the floor for comments from the public and any persons interested in said assessment or the amount thereof; and

WHEREAS, the City Council has considered all evidence and other matters in relation to the proposed assessment and the members of the Council are of the opinion that the amount to be assessed against the property shall be in accordance with the amount shown on the statement of expenses heretofore delivered by the enforcing official to the City Council.

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

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of \$93.87 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 308 Brannon Ave, Parcel no. 072 .000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-10-03-08-2-001-072.000 according to the records of the Revenue Commissioner of Lee County Alabama.
4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and

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

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

ADOPTED AND APPROVED this the 19th day of June, 2018.

President of the City Council

City of Opelika, Alabama

Attest:

R. G. "Bob" Shuman, CMC

City Clerk - City Treasurer

WEED ABATEMENT INVOICE**Date: 06/11/2018****To: State of Alabama
PO Box 327210
Montgomery Al. 36132****Property Address:
308 Brannon Ave
Opelika Al. 36801
Parcel # 10-03-08-2-001-072.000**

On May 2, 2018 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>80.53</u>
Certified mail:	<u>13.34</u>
Misc.	<u> </u>
Total	<u>93.87</u>

Attachment: 308 Brannon Weed Invoice (132-18 : Weed Abatement Assessment - 308 Brannon Ave)

RESOLUTION NO. 133-18

Weed Abatement Assessment - 1441 Gateway Dr.

RESOLUTION NO. _____

**RESOLUTION FIXING AMOUNT OF ASSESSMENT
FOR WEED LIEN AGAINST PROPERTY LOCATED AT
1441 Gateway Dr., Parcel No. 038.001**

=====

WHEREAS, the weed nuisance growing upon or in front of the property located at 1441 Gateway Dr., parcel no. 038.001 has been removed as provided for and required by law: and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 1441 Gateway Dr., a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 19th day of June 2018 at 7:00 p.m. in the City Council Chambers in the Municipal Building of Opelika, Alabama was the date, time and place heretofore established by the City

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

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

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

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

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

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

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

and

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

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

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

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

follows:

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of \$98.07 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 1441 Gateway Dr., Parcel no. 038.001 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-09-06-14-1-038.001 according to the records of the Revenue Commissioner of Lee County Alabama.
4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and shall collect the amount as if it were a tax, using all methods available for collecting ad valorem tax, and remit the amount to the City.

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

ADOPTED AND APPROVED this the 19th day of June, 2018.

C. E. "Eddie" Smith

President of the City Council

City of Opelika, Alabama

Attest:

R. G. "Bob" Shuman, CMC

City Clerk - City Treasurer

WEED ABATEMENT INVOICE

Date: 06/11/2018

**To: Auburn East LLC
1695 University Dr.
Auburn AL 36830**

**Property Address:
1441 Gateway Dr.
Opelika AL 36801**

Parcel # 09-06-14-1-000-038.001

On May 10, 2018 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement: 84.73

Certified mail: 13.34

Misc.

Total 98.07

Attachment: WEED INVOICE 1441 Gateway Dr. (133-18 : Weed Abatement Assessment - 1441 Gateway Dr.)

RESOLUTION NO. 134-18

Weed Abatement Assessment - 1451 Gateway Dr.

RESOLUTION NO. _____

**RESOLUTION FIXING AMOUNT OF ASSESSMENT
FOR WEED LIEN AGAINST PROPERTY LOCATED AT
1451 Gateway Dr., Parcel No. 001.001**

=====

WHEREAS, the weed nuisance growing upon or in front of the property located at 1451 Gateway Dr., parcel no. 001.001 has been removed as provided for and required by law: and

WHEREAS, the enforcing official has prepared and submitted to the City Council an itemized statement of the actual expenses incurred by the City for the abatement of the weed nuisance located at 1451 Gateway Dr., a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 19th day of June 2018 at 7:00 p.m. in the City Council Chambers in the Municipal Building of Opelika, Alabama was the date, time and place heretofore established by the City

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

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

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

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

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

WHEREAS, the President of the City Council presided over said public hearing and opened the floor for comments from the public and any persons interested in said assessment or the amount thereof; and

WHEREAS, the City Council has considered all evidence and other matters in relation to the proposed assessment and the members of the Council are of the opinion that the amount to be assessed against the property shall be in accordance with the amount shown on the statement of expenses heretofore delivered by the enforcing official to the City Council.

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

1. The itemized statement of expenses submitted by the enforcing official to the City Council is hereby affirmed.
2. The cost for abating such weed nuisance, in the amount of \$57.22 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 1451 Gateway Dr., Parcel no. 001.001 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-09-06-14-4-000-001.001 according to the records of the Revenue Commissioner of Lee County Alabama.
4. The Purchasing-Revenue Manager shall cause a certified copy of this Resolution assessing the cost of abatement to be filed for recording in the Office of the Judge of Probate of Lee County, Alabama, and shall forward a copy to the Lee County Revenue Commissioner. Upon filing, the Lee County Revenue Commissioner shall add the amount of the lien to the ad valorem tax bill on the property and

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

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

ADOPTED AND APPROVED this the 19th day of June, 2018.

C. E. "Eddie" Smith

President of the City Council

City of Opelika, Alabama

Attest:

R. G. "Bob" Shuman, CMC

City Clerk - City Treasurer

WEED ABATEMENT INVOICE

Date: 06/11/2018

**To: Auburn East LLC
1695 University Dr.
Auburn AL. 36830**

**Property Address:
1451 Gateway Dr.
Opelika AL. 36801**

Parcel # 09-06-14-4-000-001.001

On May 10, 2018 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement: 57.22

Certified mail: _____

Misc. _____

Total 57.22

Attachment: WEED INVOICE 1451 Gateway Dr. (134-18 : Weed Abatement Assessment - 1451 Gateway Dr.)

RESOLUTION NO. 135-18

Project Agreement with Renovation - FA and Nuri.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING PROJECT AGREEMENT BY AND AMONG
THE CITY OF OPELIKA, ALABAMA, RENOVATION-FA CORP AND NURI, LLC**

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

Section 1. The Council upon evidence duly presented to and considered by it, has found and determined, and does hereby find, determine and declare as follows:

(a) Pursuant to the applicable laws of the State of Alabama, the City, Renovation-FA Corp (the “Company”) and Nuri, LLC (“Nuri”) have prepared and presented to the Council that certain Project Agreement by and among the City, the Company and Nuri dated June __, 2018, for the purposes referenced therein.

(b) The City is authorized to do any of the actions or undertakings referenced in Amendment No. 642 to the Constitution of Alabama of 1901, as amended (“Amendment 642”).

(c) Pursuant to the Project Agreement, Nuri and the Company will agree to acquire, equip and operate an auto parts manufacturing and assembly facility at 507 Walker Street (the “Project”), requiring an initial capital investment in the range of approximately two million, six hundred sixty-five thousand dollars (\$2,665,000.00).

(d) In consideration for the obligations of the Company and Nuri under the Project Agreement, the City will agree, among other things, to provide financial incentives to Nuri and the Company described more particularly in the Project Agreement, including cash incentives, performance incentives and tax abatements

(e) The expenditure of public funds for the purposes specified in the Project Agreement will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities, because it will facilitate the acquisition, equipping and operation of the Project for the benefit of the general public, will increase employment opportunities in the City and will increase the tax and revenue base of the City.

(f) On June 12, 2018, the City caused to be published in *The Opelika-Auburn News*, which newspaper has the largest circulation in the City, the Notice required by Amendment 642, a true and correct copy of which Notice is attached hereto. The information set forth in said Notice is true and correct, and the publication of said Notice is hereby ratified and

confirmed.

Section 2. The Council does hereby approve, adopt, authorize, direct, ratify and confirm

(a) the agreements, covenants and undertakings of the City set forth in the Project Agreement.

(b) the terms and provisions of the Project Agreement, with such changes thereto (by addition or deletion) as the Mayor shall approve (other than an increase in the amount of the City's financial commitment which must be approved by this Council), which approval shall be conclusively evidenced by execution and delivery of the Project Agreement as hereinafter provided.

Section 3. The Mayor is hereby authorized and directed to execute and deliver the Project Agreement for and on behalf of and in the name of the City. The Clerk is hereby authorized and directed to affix the official seal of the City to the Project Agreement and to attest the same.

Section 4. The Mayor and the officers of the City are each hereby authorized and directed to take all such actions, and execute, deliver and perform all such agreements, documents, instruments, notices and petitions and proceedings with respect to the Project Agreement, as the Mayor and such other officers shall determine to be necessary or desirable to carry out the provisions of this Resolution and the Project Agreement or duly and punctually observe and perform all agreements and obligations of the City under the Project Agreement.

Section 5. All prior actions taken, and agreements, documents or notices executed and delivered, by the Mayor or any officer or member of the City Council or other representative of the City, in connection with the agreements, covenants and undertakings of the City hereby approved, or in connection with the preparation of the Project Agreement and the terms and provisions thereof, are hereby approved, ratified and confirmed.

Section 6. This Resolution shall take effect immediately.

ADOPTED AND APPROVED this the ____ day of June, 2018.

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

ATTEST:

CITY CLERK

CITY CLERK'S CERTIFICATE

I, the undersigned qualified and acting City Clerk of the City of Opelika, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a resolution lawfully passed and adopted by the City Council of the City of Opelika at a regular meeting held on the 19th day of June, 2018, and that such resolution is on file in the office of the City Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Opelika on this the ____ day of June, 2018.

CITY CLERK

CITY OF OPELIKA, ALABAMA

RESOLUTION NO. 136-18

Tax abatement agreement with Renovation FA & Nuri.

RESOLUTION NO. _____

**RESOLUTION APPROVING CERTAIN TAX ABATEMENTS AND
EXEMPTIONS FOR RENOVATION-FA CORP AND NURI, LLC**

WHEREAS, Renovation-FA Corp, an Alabama corporation, (the “Company”) has announced plans to operate a facility at 507 Walker Street (the former Adams Beverages facility) wherein it will engage in the manufacturing and assembling of auto parts (the “Facility” or the “Project”) and wherein it is expected to employ at least thirty-five (35) full-time employees within three (3) years; and

WHEREAS, Nuri, LLC, an Alabama limited liability company (“Nuri”) announced plans to acquire the land and the building located at 508 Walker Street (the “Facility”) and lease the building comprising the Facility to the Company; and

WHEREAS, Nuri’s financial investment in the Project will be approximately \$1,960,000; and

WHEREAS, the Company has announced plans to acquire new manufacturing machinery, equipment and other personal property to be installed in the Facility; and

WHEREAS, the Company has estimated that its financial investment in the Project will be \$705,000 and

WHEREAS, the Project will consist of the existing building and the acquisition and

installation of new manufacturing machinery, equipment and other personal property at the Facility; and

WHEREAS, the Project will require a total capital investment by the Company and Nuri of approximately two million six hundred and sixty-five thousand dollars (\$2,665,000); and

WHEREAS, the Project is estimated to be placed in service by August 31, 2018; and

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

WHEREAS, the Company’s NAICS Code 333922 meets the qualifications of an industrial or research enterprise in accordance with §40-9B-3(6), *Code of Alabama*, as amended; and

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

WHEREAS, the City has considered the request of the Company and Nuri and each of their completed forms CO:CAA Application to local abatement authority for the abatement of taxes filed by Nuri and the Company in connection with their request (separately the “Abatement Application” or collectively the “Abatement Applications”); and

WHEREAS, the City has found the information contained in the Abatement

Applications to be sufficient to permit the City to make a reasonable cost/benefit analysis of the proposed Project and to determine the economic benefits to the community; and

WHEREAS, the City Council has been furnished a copy of a Tax Abatement Agreement by and among the City, the Company and Nuri, and the City Council has determined that the general terms of the Agreement are acceptable to the City in principle; and

WHEREAS, according to the Abatement Applications, the Project will require an aggregate initial capital investment of approximately \$2,665,000, which includes the existing building, the acquisition of new manufacturing machinery, equipment and personal property to be purchased and installed at the Facility and related costs; and

WHEREAS, the Company and Nuri are duly qualified to do business in the State of Alabama and have power to enter into and to perform and observe the agreements and covenants on their part contained in the Tax Abatement Agreement; and

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

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

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

1. **Tax abatements pursuant to the Tax Incentive Act.** Approval is hereby given to the abatement applications of the Company and Nuri and abatement is hereby authorized of

(a) all state and local non-educational property taxes for a period of ten (10) years measured as provided in Section 40-9B-3(a)12 of the Act; and (b) all construction related transactions (sales and use) taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education.

2. **Non-abatement taxes for school purposes.** The abatements and exemptions granted herein do not include any ad valorem taxes (property taxes) earmarked for city and county schools and school district purposes. The tax abatements and exemptions for ad valorem taxes under paragraph 1 shall not exceed the maximum abatement allowed by state law.

3. **Authorization to enter into Agreement.** The governing body of the City is authorized to enter into an abatement agreement to provide the tax abatements granted in Section 1.

4. **Execution of Tax Abatement Agreement.** The Mayor and the City Clerk are hereby authorized and directed to execute the Tax Abatement Agreement with the Company and Nuri and such other ancillary documents and agreements as may be necessary to provide the abatements and exemptions granted in paragraph 1 above.

5. **Delivery of documents.** A certified copy of this resolution, with the Abatement Applications and Tax Abatement Agreement, shall be forwarded to the Company and Nuri to deliver to the appropriate taxing authorities and to the Alabama Department of Revenue in accordance with the Act.

6. **Authorization of actions on behalf of the City.** The officers of the City and any person or persons designated and authorized by any officers of the City to act in the name and on behalf of the City, or any one or more of them, are authorized to do or cause to be done or

performed in the name and on behalf of the City such other acts and to execute and deliver or caused to be executed and delivered in the name and on behalf of the City such other notices, certificates, assurances, or other instruments or other communications under the seal of the City, or otherwise, as they or any of them deem necessary or advisable or appropriate in order to carry into effect the intent of the provisions of this resolution.

7. **Effective date.** This resolution shall take effect upon passage and adoption by the City Council.

ADOPTED AND APPROVED this the _____ day of _____, 2018.

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

ATTEST:

CITY CLERK

RESOLUTION NO. 137-18

Tax Abatement Agreement with Mando.

RESOLUTION NO. _____

**RESOLUTION APPROVING CERTAIN TAX ABATEMENTS AND
EXEMPTIONS FOR MANDO AMERICA CORPORATION**

WHEREAS, Mando America Corporation (the “Company”) operates an industrial facility (“the Facility”) in the Northeast Industrial Park within the corporate limits of the City of Opelika (the “City”); and

WHEREAS, the Company has announced plans for a major addition (the “Project”) to its existing Facility located at 4201 Northpark Drive, Opelika, Alabama; and

WHEREAS, the Project, involving the purchase, acquisition and installation of new manufacturing machinery, equipment, tools, fixtures, software and other personal property, will involve a capital investment of approximately five million, three hundred ninety thousand, nine hundred and seven dollars (\$5,390,907.00) and will result in the creation of approximately twenty-four (24) full-time jobs at the facility; and

WHEREAS, the Project is estimated to be placed in service by June 15, 2019; and

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

WHEREAS, the Company’s NAICS Code 336330 meets the qualifications of an industrial or research enterprise in accordance with §40-9B-3(6), *Code of Alabama*, as amended;

and

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

WHEREAS, the Company has requested that the abatement of state and local non-educational property taxes be extended for a period of ten (10) years in accordance with the Act; and

WHEREAS, pursuant to Article IV of Chapter 51 of Title 11, *Code of Alabama*, the Company has requested from the City a complete exemption of non-educational City ad valorem taxes for the new machinery, equipment, tools, fixtures, software and other new personal property to be acquired and installed in the Facility (the “Project”); and

WHEREAS, the City has considered the request of the Company and the completed application filed by the Company in connection with its request; and

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

WHEREAS, the Project will involve a capital investment of approximately five million, three hundred ninety thousand, nine hundred and seven dollars (\$5,390,507.00); and

WHEREAS, the City Council has been furnished a copy of a Tax Abatement Agreement

between the City and the Company and the City Council has determined that the general terms of such Agreement are acceptable to the City in principle; and

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

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

WHEREAS, the City wishes to secure the numerous and significant benefits to the City, its business community and residents that will likely result from the expanded use of the Facility due to the building expansion and the installation of said new manufacturing machinery and other new personal property.

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

1. Approval is hereby given to application of the Company and abatement is hereby authorized of (1) all state and local non-educational property taxes for a period of ten (10) years; and (2) all construction related transactions (sales and use) taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education. The period of abatement for the non-educational property taxes shall extend for a period of ten (10) years measured as provided in Section 40-9B-3(a)12 of the Act.

2. In addition, pursuant to Title 11, Article 4 of Chapter 51, *Code of Alabama*, the City agrees to grant to the Company a complete exemption for non-educational City ad valorem

taxes for a period of fifteen (15) years.

3. The abatements and exemptions granted herein do not include any ad valorem taxes earmarked for city and county schools and school district purposes. The tax abatements and exemptions for ad valorem taxes under paragraphs 1 and 2 shall not exceed the maximum abatement allowed by state law.

4. The Mayor and the City Clerk are hereby authorized and directed to execute the Tax Abatement Agreement with the Company and such other ancillary documents and agreements as may be necessary to provide the abatements and exemptions granted in paragraphs 1 and 2 above.

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

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

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

ADOPTED AND APPROVED this the _____ day of _____, 2018.

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

ATTEST:

CITY CLERK

RESOLUTION NO. 138-18

Special appropriation to Southern Union College Foundation.

RESOLUTION NO. _____

**RESOLUTION APPROVING SPECIAL APPROPRIATION TO SOUTHERN UNION
STATE COMMUNITY COLLEGE FOUNDATION**

WHEREAS, Southern Union State Community College Foundation (the “Foundation”) is a 501(c)(3) charitable organization; and

WHEREAS, the Foundation is the fundraising arm of Southern Union State Community College (“SUSCC”); and

WHEREAS, the Foundation promotes and supports the programs and activities of the SUSCC; and

WHEREAS, SUSCC is an open admission, public two-year college and a member of the Alabama Community College System; and

WHEREAS, SUSCC is an integral part of the educational landscape of the City of Opelika (the “City”); and

WHEREAS, SUSCC is vital to the economic development of the City and the surrounding area; and

WHEREAS, the Foundation has requested funding from the City to promote the programs and activities of SUSCC;

WHEREAS, the City Council desires to approve a special appropriation in the amount of \$1,500.00 to assist the Foundation in promoting the programs and activities of SUSCC.

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

1. That there is hereby approved a special appropriation to the Foundation to promote the college's programs and activities at the Opelika campus of SUSCC.
2. That said appropriation shall be used exclusively for programs and activities at the Opelika campus.
3. That said appropriation shall be paid from the Discretionary Funds of the City Council members as follows:

Patricia Jones	Ward 1	Reserve fund.	\$300.00
Tiffany Pitts	Ward 2	Current year.	\$300.00
Dozier Smith T	Ward 3	Reserve fund.	
\$300.00			
Eddie Smith	Ward 4	Reserve fund	\$300.00
David Canon	Ward 5	Reserve fund.	\$300.00
4. That the City Council hereby declares and determines that the expenditure of said funds will serve a public purpose.
5. That the Mayor and the Controller are hereby authorized and directed to make all necessary accounting and budgetary entries to carry into effect the intent of this Resolution.
6. That the City Clerk/Treasurer is directed to prepare the appropriate documents so that a check in the amount of \$1,500.00 can be issued payable to Southern Union State Community College Foundation.
7. That this Resolution shall take effect upon its passage and adoption by the City Council.

ADOPTED AND APPROVED this the _____ day of _____, 2018.

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

ATTEST:

CITY CLERK

RESOLUTION NO. 139-18

Agreements with Springbuk, Inc. - H/R.

RESOLUTION NO. _____

**RESOLUTION APPROVING AGREEMENTS BY AND BETWEEN THE
CITY OF OPELIKA, ALABAMA AND SPRINGBUK, INC.**

WHEREAS, Springbuk, Inc, (“Springbuk”) is a leading healthcare analytics software vendor; and

WHEREAS, the City of Opelika, Alabama (the “City”) desires to use Springbuk software in connection with its CareHere Clinic partnership; and

WHEREAS, the Springbuk platform is an analytic tool that will help the City of Opelika and CareHere predict future healthcare risks and help CareHere better manage chronic conditions; and

WHEREAS, the Springbuk software will allow CareHere providers to access medical records from BCBS and Megallan-Health Insurance and Pharmacy; and

WHEREAS, it is in the best interest of the City and CareHere to utilize the healthcare analytic software product developed by Springbuk; and

WHEREAS, the following Agreements have been prepared by Springbuk and submitted to the City Council for approval:

- (a) Business Associate Agreement;
- (b) End-User License Agreement (EULA); and

(c) Service Order End-User Agreement.

The above Agreements (Letters “a” through “c”, inclusive) being hereinafter collectively referred to as “Springbuk Agreements”; and

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

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

1. That the above Springbuk Agreements, copies of which are attached hereto, be and the same are 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 Springbuk Agreements.

2. That the Mayor is hereby authorized and directed to execute said Springbuk Agreements 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 Springbuk Agreements.

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

ADOPTED AND APPROVED this the _____ day of _____, 2018.

PRESIDENT OF THE CITY COUNCIL
OF THE CITY OF OPELIKA

ATTEST:

CITY CLERK

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") is entered into by and between Springbuk, Inc. (the "Business Associate") and [City of Opelika] Group Benefit Plan (the "Covered Entity") (each a "Party" and collectively the "Parties") for the purposes of compliance with the requirements established by the Standards for Privacy of Individually Identifiable Health Information and by the Security Standards for the Protection of Electronic Protected Health Information published by the U.S. Department of Health and Human Services Office for Civil Rights under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") with respect to the use, protection and disclosure of Protected Health Information in whatever form including electronic PHI ("PHI").

Background. The Business Associate is providing Services to the Covered Entity pursuant to a separate Master Services Agreement in place between Covered Entity and its vendor CareHere (the "Agreement") which will involve disclosure of PHI by the Covered Entity or it's vendors to Business Associate. In addition, Covered Entity (or it's vendors) and Business Associate may be receiving or transferring PHI electronically which will be subject to HIPAA security requirements for ePHI. For purposes of this BAA, any and all notices required under this BAA shall be sent to the Plan Administrator.

Now Therefore, intending to be legally bound, the Parties agree as follows:

1. Definitions. Capitalized terms used, but not otherwise defined, in this BAA shall have the same meanings set forth in HIPAA and the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009 ("ARRA") and as those terms are defined in 45 CFR including particularly parts 160.103, 164.103, 164.304 and 164.50, as amended from time to time.
2. Obligations and Activities of Business Associate. Business Associate agrees to:
 - (a) use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent any use or disclosure of PHI other than as permitted or required by this BAA.
 - (b) prevent use or disclosure of the PHI other than as provided for by this BAA and the Agreement and implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic PHI that it receives, maintains or transmits on behalf of the Covered Entity.
 - (c) report to Covered Entity any use or disclosure of the PHI not provided for by this BAA as well as any Security Incident of which it becomes aware, including Breaches of Unsecured PHI as required by 45 CFR 164.410.
 - (d) ensure that any subcontractors to whom it provides PHI received from, or created, maintained, or transmitted by Business Associate on behalf of the Covered Entity agree to the same restrictions and conditions that apply through this BAA to Business Associate with respect to such information, and agree to implement reasonable and appropriate safeguards to protect electronic PHI.
 - (e) provide access, at the request of Covered Entity to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524. Business Associate shall identify the records in its possession that are components of a Designated Record Set and shall consider those records as a Designated Record Set in satisfying its obligation under the BAA. Business Associate shall make such determination in accordance with 45 C.F.R. §164.501.
 - (f) make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, in order to meet the requirements under 45 C.F.R. 164.526.
 - (g) make internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by Business Associate on behalf of Covered Entity available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
 - (h) document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
 - (i) provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with 2 (i) of this BAA, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Business Associate shall provide an accounting of disclosures in accordance with this section and as required by 42 U.S.C. 17935 if PHI is contained in an Electronic Health Record.

Attachment: BAA_City of Opelika (139-18 : Agreement with Springbuk)

- (j) with respect to any use or disclosure of Unsecured PHI not permitted by the Privacy Rule that is caused solely by Business Associate's failure to comply with one or more of its obligations under this BAA, Covered Entity hereby delegates to Business Associate the responsibility for determining when any such incident is a Breach of Unsecured PHI and for providing all legally required notifications to Individuals, HHS and/or the media, on behalf of Covered Entity. Business Associate shall provide these notifications in accordance with the security breach notification requirements set forth in 42 U.S.C. §17932 and 45 C.F.R. Parts 160 & 164 subparts A, D & E as of their respective Compliance Dates, and shall pay for the reasonable and actual costs associated with such notifications. In the event of a Breach of Unsecured PHI, without unreasonable delay, and in any event no later than sixty (60) calendar days after discovery of the Breach of Unsecured PHI, Business Associate shall provide Covered Entity with written notification that includes a description of the Breach of Unsecured PHI, a list of affected Individuals and a copy of the template notification letter to be sent to affected Individuals.
 - (k) to the extent the Business Associate is to carry out Covered Entity's obligations under the HIPAA Privacy requirements, comply with such requirements that apply to Covered Entity in the performance of such obligation.
 - (l) not make or cause to be made and written fundraising communication or communication about a product or service that is prohibited by 42 U.S.C. §17936 (a) and (b).
 - (m) not directly or indirectly receive remuneration in exchange for any PHI as prohibited by 42 U.S.C. §17935(d).
3. Minimum Necessary. To the extent required by HIPAA, Business Associate will limit any use, disclosure, or request for use or disclosure of PHI to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request.
4. Permitted Uses and Disclosures by Business Associate. Except as otherwise limited in this BAA, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity, and further, Business Associate may:
- (a) use PHI for the proper management and administration of the Business Associate or to carry out the responsibilities of the Business Associate.
 - (b) disclose PHI for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - (c) use PHI to provide Data Aggregation services to the Covered Entity as permitted by 45 C.F.R. §164.504(e)(2)(i)(B).
 - (d) use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 C.F.R. §164.502(j)(1).
 - (e) disclose PHI to other Business Associates of Covered Entity as directed by Covered Entity.
5. Obligations of Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity. Also, Covered Entity agrees to provide Business Associate with:
- (a) the notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, as well as any material changes to such notice. If there are any provisions in such notice that may limit Business Associate's use or disclosure of PHI beyond the restrictions set forth in this BAA, Business Associate will only be required to comply with such different or additional restrictions upon specific written agreement to do so.
 - (b) any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures; and
 - (c) notice of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522 if such restrictions affect Business Associate's permitted or required uses and disclosures.

6. Termination.

- (a) Termination: Upon termination of the Agreement. Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI. Notwithstanding the foregoing, in the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall be entitled to retain such PHI, provided that Business Associate shall extend the protections of this BAA to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. The Parties intend that the provisions of section 6(c)(2) shall survive termination of this BAA.
- (b) Termination for Cause. Upon a material breach of this BAA, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation in accordance with the Covered Agreement. The Covered Entity will have the right to terminate this BAA and the Covered Agreement if Business Associate does not cure the breach or end the violation in accordance with the timeframes set forth in the Covered Agreement.

7. Mutual Representations and Warranties of the Parties. Each Party represents and warrants to the other Party that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized, it has the full power to enter into this BAA and to perform its obligations, and that the performance by it of its obligations under this BAA have been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter or bylaws; and that neither the execution of this BAA, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorities or assets required for its performance hereunder.
8. Amendment and Modification. No part of this BAA may be amended, modified, supplemented in any manner whatsoever except by a written document signed by the Parties' authorized representatives. The Parties agree to take action to amend this BAA from time to time as necessary for Covered Entity to comply with the requirements of the Privacy Rule, Security Rule and the Health Insurance Portability and Accountability Act of 1996. This BAA can also be modified in accordance with the Amendment provision in the Agreement.
9. No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.
10. Effect on Agreement. Except as relates to the use, security and disclosure of PHI and electronic transactions, this BAA is not intended to change the terms and conditions of, or the rights and obligations of the Parties under, the Agreement.
11. Interpretation. A reference in this BAA to a section in the Privacy Rule or Security Rule means the section as amended from time to time. Any ambiguity in this BAA shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with the HIPAA Privacy Rule and the Security Rule.
12. Disclosures to Plan Sponsor ("Sponsor") and Plan Document Revisions. Business Associate may provide to Sponsor data or information that identifies either the services received by or the medical condition of an individual Covered Employee, or is otherwise PHI, subject to requirements of this paragraph. The Plan Administrator acknowledges that the HIPAA privacy regulation, 45 C.F.R. §164.504(f)(2), requires certification of amendment of plan documents for a group health plan that is a covered entity under HIPAA as a condition to disclosure of PHI to the applicable plan sponsor. Plan Administrator and Sponsor warrant that the Plan Documents have been appropriately amended and any required certification to that effect has been provided to Plan Administrator.

IN WITNESS WHEREOF, the parties hereto have caused this Business Associate Agreement to be executed on the date written above.

Covered Entity

Business Associate

Springbuk, Inc.

By: _____

By: William Busch

Title: _____

Title: Vice President of Sales

END-USER LICENSE AGREEMENT (EULA)

This End-User License Agreement ("Agreement") between you and Springbuk, Inc. ("us" or "we") governs your use of Springbuk®, a healthcare analytics software product (the "Software") that we developed, own and license and that is distributed to you by [CareHere] ("Partner"). This Agreement supplements the terms and conditions set forth in any agreement(s) between you and the Partner related to your access or use of the Software (the "Master Agreement").

PLEASE READ THIS AGREEMENT CAREFULLY. BY INSTALLING, ACCESSING, AND/OR USING THE SOFTWARE, YOU ARE AGREEING TO BE BOUND BY AND TO ABIDE BY THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS SET FORTH HEREIN, YOU MAY NOT INSTALL, ACCESS AND/OR USE THE SOFTWARE.

1. SOFTWARE LICENSE; LIMITATIONS AND RESTRICTIONS.

For so long as you are licensed to use the Software pursuant to the terms of the Master Agreement, you will have a limited, non-exclusive, nontransferable right and license to access and use the Software: (a) for the number of users ("Users") and number of employees/employee lives ("Lives") and for the term ("Term") as set forth in the Master Agreement, and (b) solely pursuant to the terms of this Agreement and the Master Agreement. We may terminate or suspend your license to use the Software if you violate this Agreement or the Master Agreement, and in no event shall we have any obligation to allow you to access or use the Software under this license unless you are current on your payments to us or the Partner, as the case may be. Your license fee for the Software is included in your payment pursuant to the Master Agreement, except as set forth below. This Agreement shall control in the event of any conflict between the terms of this Agreement and the Master Agreement.

Notwithstanding the preceding, in the event that the Master Agreement expires, terminates, or is terminated by any party thereto for whatever reason prior to the expiration of the Term, your rights to use the Software will end unless you enter into an agreement with us to continue to use of the Software. In such event, the license fee that we charge to you for the Software for the remainder of the Term shall be as agreed between us.

You may only make normal use of the Software for its intended use in connection with the Partner's services or products. You may not use the Software for any purpose prohibited by this Agreement or by applicable law. You may not transfer, assign nor sublicense your license or any of your rights under this Agreement, in whole or in part, to any other person or entity, nor allow any other person or entity to use the Software, except as relating to their business relationship with you. You may not and shall not permit others to (x) translate, port, modify, alter, revise decompile, disassemble, reverse engineer, create derivative works or attempt to derive the source code of the Software, or (y) use or permit the use of the Software for any unlawful activity. We may terminate your license to use the Software if you violate any of these terms of use.

We own and retain all intellectual property rights in the Software and nothing in this Agreement or the Master Agreement may be construed to convey to you any rights in the Software, except the limited license described above.

You or the Partner retain and own all right, title and interest in and to the data, information and material that you upload or deliver to us for use with the Software ("Your Content"), as provided in the Master Agreement. We reserve the right in our sole discretion to refuse to accept, to remove or to delete any of Your Content that we determine is unlawful, offensive or otherwise inappropriate. You grant to us a limited, non-exclusive, perpetual, world-wide right and license to use Your Content as required in connection with your use of the Software and also grant us a limited license to Your Content that has been de-identified to research, analyze, and report on (to you, to our other customers, to potential customers, and to other third parties) health care issues and to improve upon and market our Software and our health care analytics business. Your Content and any other personal information you provide to us will be maintained and used by us subject to our privacy policy located for reference at www.springbuk.com/privacy. If you are a covered entity under HIPAA, upon request, we will sign our standard business associate agreement relating to our use of Your Content. If you request, we will return Your Content to you prior to the expiration of the Term upon payment to us of a \$7,500 one-time data retrieval fee.

2. WARRANTIES; LIABILITY LIMITATION.

We warrant that the Software, in its original, unaltered, unmodified, un-customized form, shall conform and operate in all material respects with the specifications and descriptions set forth in the Software's documentation. We agree that Your Content to which we have access through the Software is proprietary to you and we (i) will not use Your Content for any reason other than as permitted by the license that you have granted to us above and to provide you with use of the Software (ii) will use commercially reasonable means to protect Your Content from improper access by any third party. WE MAKE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. WE WILL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION AND THE LIKE) ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SOFTWARE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WE WILL NOT BE LIABLE FOR ANY DIRECT DAMAGES OR OTHER AMOUNT IN EXCESS OF THE CUMULATIVE FEES ACTUALLY RECEIVED BY US FROM YOU, TOGETHER WITH THE PORTION OF THE FEES RECEIVED BY THE PARTNER FROM YOU THAT WAS PAID TO US FOR USE OF THE SOFTWARE DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY (I.E., THE FOREGOING SHALL EXCLUDE THE PARTNER'S OTHER REVENUE AND THEIR PROFIT RELATING TO THE SOFTWARE).

3. INDEMNITY.

We will defend, indemnify and hold you harmless from and against all third-party claims, and accompanying losses, liabilities, costs, or expenses, including reasonable attorneys' fees (collectively, "Claims") arising out of, or in connection with, any allegation that the Software infringes or violates any third party's patent, copyright, trade secret or other intellectual property rights, except to the extent such allegation arises out of or relates to the use, modification or combination of the Software in a manner other than as expressly authorized by this Agreement. You must promptly notify us in writing of any indemnifiable Claim. In addition, you must allow us to control the defense or settlement of the Claim, and you must reasonably cooperate in our defense of any such Claim.

In the event the Software becomes, or is in our reasonable discretion likely to become, the subject of any injunction preventing its use as contemplated in this Agreement, or we reasonably determine that the Software is likely to infringe or violate any third party's intellectual property rights, we may, at our option, (i) procure for you the right to continue to use such Software in the manner permitted by this Agreement, or (ii) replace or modify the Software so that it is non-infringing while continuing to perform all of the material functions of such Software. This Section 3 states our sole liability and your exclusive remedy for infringement claims with respect to the Software.

4. MISCELLANEOUS.

This Agreement, together with the Master Agreement, represents the complete and exclusive statement of the agreement with respect to your use of the Software and supersedes any proposal, prior agreement, or license, oral or written, and any other communications relating to the Software; provided, however, that to the extent that there is a conflict between the terms of this Agreement and the Master Agreement, this Agreement shall govern and control with respect to the Software.

We are an intended third-party beneficiary of the provisions and covenants you are making with respect to the Software under the Master Agreement. This Agreement, however, does not grant any rights or remedies to any third party, and no other third party is a third-party beneficiary of this Agreement or the Master Agreement.

Service Order End User

Organization Name City of Opelika

Contact Name _____

Address 204 South 7th Street, Opelika, AL 36801

Contact Phone 334-705-5130

Contact Email _____

Today's Date June 7, 2018

Product			
Springbuk, Inc. Software License Access			

Online Documents and Authorizations

End User License Agreement: I have read and agree to abide by the terms of the End User License Agreement (EULA). (A copy of the EULA can be viewed and downloaded here: www.springbuk.com/eula)

Initial Here

BAA Acceptance: I have read and agree to abide by the terms of the Business Associate Services Agreement (BAA). (A copy of the BAA can be viewed and downloaded here: www.springbuk.com/baa-end-user)

Initial Here

I understand that if one of my vendors (i.e. BCBS FL) charges an initial, or ongoing fee to extract my data that I am responsible to pay this fee and I will make financial arrangements with that vendor directly. I understand that Springbuk, Inc. will not cover the costs of any vendor fees imposed due to the importing of data.

Initial Here

I have read and understand the Springbuk, Inc. Privacy Statement. (Privacy statement can be viewed at: www.springbuk.com/privacy)

Initial Here

Subscriber

By _____

Print _____

Title _____

Springbuk, Inc.

By 

Print William Busch

Title Vice President of Sales

Attachment: City of Opelika_Springbuk EULA (139-18 : Agreement with Springbuk)

RESOLUTION NO. 140-18

Amending Organizational Chart of Opelika Power Services

RESOLUTION NO. _____

**RESOLUTION AMENDING THE ORGANIZATIONAL CHART
OF OPELIKA POWER SERVICES**

WHEREAS, the Mayor has submitted his recommendation to the City Council to modify the organizational chart of Opelika Power Services (“OPS”); and

WHEREAS, the proposed amendment of the organizational chart will not increase the number of authorized positions for OPS but does give the Director of OPS additional flexibility in filling vacant positions, promoting employees and transferring employees from one position to another; and

WHEREAS, the City Council hereby finds and determines that said plan of reorganization is in the best interest of OPS.

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

1. That the new job classification of Sales Engineer at pay grade 21 is hereby approved and authorized by the City Council. The job description of Sales Engineer, attached hereto as Exhibit “A” and incorporated herein by reference, is hereby approved.
2. That the new job classification of Sales and Marketing Representative at pay grade 14 is hereby approved and authorized by the City Council. The job description of Sales

and Marketing Representative, attached hereto as Exhibit “B” and incorporated herein by reference, is hereby approved.

3. That the new job classifications of Systems Technician I and Systems Technician II, at pay grades 17 and 18 respectively, are hereby approved and authorized by the City Council. The job descriptions of Systems Technician I and Systems Technician II, attached hereto as Exhibits “C” and “D” and incorporated herein by reference, are hereby approved.

4. That the new job classification of Distribution Systems Engineer at pay grade 21 is hereby approved and authorized by the City Council. The job description of Distribution Systems Engineer, attached hereto as Exhibit “E” and incorporated herein by reference, is hereby approved.

5. That the new job classification of Administrative Support Supervisor at pay grade 16 is hereby approved and authorized by the City Council. The job description of Administrative Support Supervisor, attached hereto as Exhibit “F” and incorporated herein by reference, is hereby approved.

6. That the new job classification of Customer Service Representative II at pay grade 12 is hereby approved and authorized by the City Council. The job description of Customer Service Representative II, attached hereto as Exhibit “G” and incorporated herein by reference, is hereby approved.

7. That the pay grade for the job classification of Senior Customer Service Representative to be changed from pay grade 12 to pay grade 13.

8. That the organizational chart of OPS is amended to reflect that the total number of positions for the following classifications shall not exceed nine (9) employees which positions

may be filled at Level I, II or Sr. based on experience and/or performance:

- (a) Customer Service Representative (formerly five (5) positions)
- (b) System Technician (formerly two (2) positions)
- (c) Billing Technician (formerly two (2) positions)

The total combined number of positions for the above classifications shall not exceed nine (9) employees. The Director of OPS shall have the flexibility of filling vacant positions at Level 1, Level II or Sr. Level without regard to the level of the vacancy. The Human Resources Department shall ensure that no more than nine (9) employees are hired or promoted in the above-designated classifications.

9. That the Director of OPS, with the approval of the Mayor and the Director of Human Resources, is hereby authorized to establish and implement incentive payment plans for OPS employees to market OPS ONE services. Commissions and incentive payments will be reported on employee's paycheck with appropriate Federal and State income taxes withheld.

10. Certain OPS employees may be required to be available to work outside the regular schedule. Any classified employee may be assigned to standby duty status which requires the employee to be accessible, available and able to report to duty if called. That the Director of OPS, with the approval of the Mayor and the Director of Human Resources is hereby authorized to establish and implement stand-by pay guidelines and payment structures for OPS eligible on-call personnel. The Director of OPS shall be responsible for determining the need for on-call availability and for assigning employees to stand-by duty status. Stand-by payments will be reported on employee's paycheck with appropriate Federal and State income taxes withheld.

11. That the total number of authorized position for OPS is fifty-five (55) people. The Director of OPS has the discretion to hire and/or promote employees in the job titles and classifications as approved by the City Council. The Human Resources Director shall ensure that the combined number of positions (employees) for all OPS classifications shall not exceed fifty-five (55).

12. That the Director of OPS and the Controller are hereby authorized and directed to modify the organizational chart of OPS to implement the changes in personnel as contemplated by this Resolution. A copy of the amended organizational chart of OPS is attached hereto as Exhibit "H".

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

ADOPTED AND APPROVED this the _____ day of _____, 2018.

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

ATTEST:

 CITY CLERK



Sales Engineer

Opelika Power Services

JOB SUMMARY

This position is responsible for the sales, support, installation, maintenance and repair of customer systems and supports and assist with all headend equipment associated with the Fiber to the User system.

MAJOR DUTIES

- Identifies current and future customer service requirements by establishing a personal rapport with potential and actual customers to understand service requirements. Provides product, service, or equipment technical and engineering information by answering questions and requests.
- Prepares cost estimates by studying blueprints, plans, and related customer documents.
- Determines improvements by analyzing cost-benefit ratios of equipment, supplies, or service applications in customer environment; engineering or proposing changes in equipment, processes, or use of materials or services.
- Prepares and delivers technical presentations to explain products or services to customers and prospective customers; provides training to customers and team members.
- Confers with customers and potential customers to determine system requirements and the customer's needs. Successfully match customer requirements to proposed solutions.
- Collaborate with team members to understand customer requirements and provide sales support.
- Troubleshoots and resolves problems to provide customer support and headend support.
- Negotiates and closes sales by agreeing on terms and conditions.
- Racks, cables and installs head-end equipment and head-end infrastructure.
- Assist with projects in the headend as they are assigned. Handles after hours support for headend and field services team.
- Maintains and inventory of required equipment, parts, and supplies.
- Maintains the fiber optic network; installs new equipment; balances equipment; troubleshoots and resolves problems.
- This list represents the essential tasks performed by this position. Employees may be assigned

additional duties by management as required.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of information systems architecture, principles, concepts, and methods.
- Knowledge of fiber system installation, operation, maintenance and repair principles.
- Knowledge of the technologies, products, methods, and tools used to create and maintain the desired infrastructure.
- Knowledge of Metaswitch and related products.
- Knowledge of transport and access technologies.
- Knowledge of hardware/software network security platforms.
- Knowledge of relevant federal, state, and local laws and ordinances.
- Knowledge of specialized test equipment.
- Skill in analyzing problems and identifying solutions.
- Skill in establishing cooperative and productive working relationships.
- Skill in setting priorities for competing projects.
- Skill in performing mathematical calculations.
- Skill in operating computers and other standard office equipment.
- Skill in interpersonal relations.
- Skill in oral and written communication.

SUPERVISORY CONTROLS

The Opelika Power Services Director (or designee) assigns work in terms of goals and objectives. The supervisor reviews work through conferences, reports, and observation of activities.

GUIDELINES

Guidelines include agency policies and procedures, City of Opelika policies and procedures, regulatory guidelines, and hardware and software maintenance and use manuals. These guidelines require judgment, selection, and interpretation in application.

COMPLEXITY/SCOPE OF WORK

- The work consists of varied technical duties. The variety of systems to be maintained along with frequent changes in industry standards contribute to the complexity of the position.
- The purpose of this position is to provide sales and technical support to commercial customers and technical support to the Fiber to the User system. Successful performance helps ensure the success of agency operations.

CONTACTS

- Contacts are typically with customers, coworkers, business owners, vendors, consultants, contractors, representatives of other agencies, and the public.
- Contacts are typically to exchange information, negotiate matters, resolve problems, and provide services.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The work is typically performed while sitting at a desk or table or while intermittently sitting, standing, walking, bending, crouching or stooping. The employee frequently lifts light and occasionally heavy objects, climbs ladders, uses tools or equipment requiring a high degree of dexterity, and distinguishes between shades of color.
- The work is typically performed in an office on and off site.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

None.

MINIMUM QUALIFICATIONS

- Knowledge and level of competency commonly associated with completion of specialized training in the field of work, in addition to basic skills typically associated with a high school education.
- Sufficient experience to understand the basic principles relevant to the major duties of the position, usually associated with the completion of an apprenticeship/internship or having had a similar position for one to two years.
- Possession of or ability to readily obtain a valid driver's license issued by the State of Alabama for the type of vehicle or equipment operated.



Sales and Marketing Representative

Opelika Power Services

JOB SUMMARY

The essential function of this position is to assist with the sales, marketing and communication of Opelika Power Services and OPS ONE. The position will interface with all levels of management and types of customers. The position calls on, schedules, and/or meets with potential customers and existing customers to sale services, upgrade services or answer questions. The position will also work/assist in Customer Service as needed, which will include taking payments, answering phones and signing up new customers.

MAJOR DUTIES

- Provide administrative support to the sales and marketing functions of the organization. Coordinate sales effort with team members and other departments.
- Promote, present and sale services to existing and prospective residential and commercial customers. Acquires new customers by reaching out on customer leads.
- Maintain and service existing accounts, obtain orders, and establish new accounts by planning and organizing daily work schedule to call on existing or potential customers.
- Establish, develop and maintain positive business and customer relationships. Researches customer's individual and business needs.
- Keeps management informed with reports on sales and status, customer needs, problems, interests, competitive activities, potential for new products and services, etc.
- Resolves customer complaints by investigating problems; developing solutions; making recommendations. Expedite the resolution of customer problems and complaints to maximize satisfaction.
- Assist with planning, organizing and executing of sales, marketing and communication programs with the goal of increasing sales and awareness.
- Performs customer service duties as required. Understands video, voice and data billing and provides support as needed.
- Assists with company's web and social media presence.
- Interacts with other departments to obtain and share information relating to customer accounts and to resolve issues.

- May be assigned additional duties by management as required. Manages special projects as assigned. Performs related duties

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of customer service principles and practices.
- Knowledge of the services and pricing provided by Opelika Power Services.
- Knowledge of cash handling principles and guidelines.
- Knowledge of ordinances pertaining to departmental responsibilities.
- Knowledge of sale and marketing principles and practices.
- Skill in the operation of computers and job-related software programs.
- Skill in oral and written communication.
- Knowledge of Web and social media sites.

SUPERVISORY CONTROLS

The Opelika Power Services Director (or designee) assigns work in terms of goals and objectives. The supervisor reviews work through conferences, reports, and observation of activities.

GUIDELINES

Guidelines include agency and city policies and procedures. These guidelines are generally clear and specific but may require some interpretation in application.

COMPLEXITY/SCOPE OF WORK

- The work consists of varied administrative, sales, marketing, communication and customer service duties. Frequent interruptions and variety of duties contribute to the complexity of the position.
- The purpose of this position is to provide sales, marketing, communication and customer service support for agency operations. Successful performance helps ensure the success of agency operations.

CONTACTS

- Contacts are typically with customers, coworkers, business owners, contractors, representatives of other agencies, and the public.
- Contacts are typically to exchange information, negotiate matters, resolve problems, and provide services.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- Sitting as needed to perform clerical tasks during shift.
- Standing as needed to perform clerical tasks during shift.
- Walking as needed to file room and copier (up to 75 Ft. in distance one direction).
- Balancing/Stooping/Bending/Squatting/ crouching to retrieve equipment from cabinets or place paper in the copier (5" Height). Retrieve equipment and / or supplies from ground level.
- Reaching forward up to 42" in length at 41" height to retrieve / place paperwork and equipment from / for the consumer. Reaching forward 25" in length at 41" height and down 9" into drive thru bin to retrieve and place paperwork / money.
- Fingering/handling/feeling; to operate keyboard, computer mouse, phone and calculator. Manipulate checks, money and money orders.
- Lifting / Carrying up to 30 lbs. Carrying file boxes 75" in length
- Candidate must successfully pass a Post-Offer – Validated Essential Job Functions and Physical Demands Evaluation.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

None.

MINIMUM QUALIFICATIONS

- Ability to read, write and perform mathematical calculations at a level commonly associated with the completion of high school or equivalent.
- Sufficient experience to understand the basic principles relevant to the major duties of the position, usually associated with the completion of an apprenticeship/internship or having had a similar position for one to two years, as determined by the hiring authority.
- Possession of or ability to readily obtain a valid driver's license issued by the State of Alabama for the type of vehicle or equipment operated.
- Ability to be bonded.



Systems Technician I

Opelika Power Services

JOB SUMMARY

This position is responsible for installation, maintenance, repair and supporting the technical infrastructure associated with the Fiber to the User system.

MAJOR DUTIES

- Test and turn-up of various equipment to support the head-end.
- Racks, cables, and installs head-end equipment and infrastructure.
- Maintains and periodically tests equipment and the quality of signals throughout the network.
- Installs, neatly dresses, connects and terminates all associated wiring, including fiber, coaxial, Ethernet, and audio.
- Test and repairs customer premise equipment.
- Performs troubleshooting and repair on mission-critical equipment that provides service to end users.
- Performs preventative maintenance on hardware systems.
- Performs daily system checks to verify system integrity/proactive maintenance.
- This position supports the Network Engineer(s) in all aspects of head-end related maintenance, engineering, and support that is required.
- This list represents the essential tasks performed by this position. Employees may be assigned additional duties by management as required.

KNOWLEDGE REQUIRED BY THE POSITION

- Basic knowledge of the OSI model, with working knowledge of layer 1 and layer 2, broadcast, unicast, and multicast.
- Basic knowledge of VLAN switching and routing.
- Basic knowledge of Network Security and traffic engineering.
- Basic knowledge of protocols such as DHCP, DNS, SMTP, and POP3/IMAP.

- Basic knowledge of multiple operating systems, including Microsoft Windows Server and Linux-based operating systems.
- Basic knowledge of database systems and scripting.
- Basic knowledge of video operations, including acquisition, transport, and encoding.
- Basic knowledge of fiber system installation, operation, maintenance and repair principles.
- Skill in operating approved test equipment.
- Skill in analyzing problems and utilizing basic troubleshooting to restore services and systems.
- Skill in performing mathematical calculations.
- Skill in operating computers and other standard office equipment.
- Skill in interpersonal relations.
- Skill in oral and written communication.

SUPERVISORY CONTROLS

The Opelika Power Services Director (or designee) assigns work in terms of goals and objectives. The supervisor reviews work through conferences, reports, and observation of activities.

GUIDELINES

Guidelines include agency policies and procedures, City of Opelika policies and procedures, regulatory guidelines, and hardware and software maintenance and use manuals. These guidelines require judgment, selection, and interpretation in application.

COMPLEXITY/SCOPE OF WORK

- The work will consist of various tasks that involve critical thinking and troubleshooting to support all services associated with head-end operations.
- The work will consist of various tasks that involve testing and troubleshooting of customer premise equipment to support field services operations.
- Some work will be fast-paced in nature in response to critical issues.
- The Network Engineer is responsible for training and development of associated skills to support head-end operations.

CONTACTS

- Contacts are typically with coworkers, vendors, and the public.
- Contacts are typically to exchange information, resolve problems, and provide services.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- Ability to lift 25lbs for short periods of time.
- Ability to use basic hand tools.
- Ability to use a computer and related software and hardware.
- This position consists of both office work, and physical labor to install various hardware components.
- Candidate must successfully pass a Post-Offer – Validated Essential Job Functions and Physical Demands Evaluation.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

None.

MINIMUM QUALIFICATIONS

- Sufficient experience to understand the basic principles relevant to the major duties of the position, usually associated with the completion of an apprenticeship/internship or having had a similar position for one to two years. Associates degree is preferred but not required.
- Possession of or ability to readily obtain a valid driver's license issued by the State of Alabama for the type of vehicle or equipment operated.



Systems Technician II

Opelika Power Services

JOB SUMMARY

This position is responsible for installation, maintenance, repair and supporting the technical infrastructure associated with the Fiber to the User system.

MAJOR DUTIES

- Test and turn-up of various equipment to support the head-end.
- Racks, cables, and installs head-end equipment and infrastructure.
- Maintains and periodically tests equipment and the quality of signals throughout the network.
- Installs, neatly dresses, connects and terminates all associated wiring, including fiber, coaxial, Ethernet, and audio.
- Test and repairs customer premise equipment.
- Performs troubleshooting and repair on mission-critical equipment that provides service to end users.
- Performs preventative maintenance on hardware systems.
- Performs daily system checks to verify system integrity/proactive maintenance.
- This position supports the Network Engineer(s) in all aspects of head-end related maintenance, engineering, and support that is required.
- This list represents the essential tasks performed by this position. Employees may be assigned additional duties by management as required.

KNOWLEDGE REQUIRED BY THE POSITION

- Basic knowledge of the OSI model, with working knowledge of layer 1 and layer 2, broadcast, unicast, and multicast.
- Basic knowledge of VLAN switching and routing.
- Basic knowledge of Network Security and traffic engineering.
- Basic knowledge of protocols such as DHCP, DNS, SMTP, and POP3/IMAP.

- Basic knowledge of multiple operating systems, including Microsoft Windows Server and Linux-based operating systems.
- Basic knowledge of database systems and scripting.
- Basic knowledge of video operations, including acquisition, transport, and encoding.
- Basic knowledge of fiber system installation, operation, maintenance and repair principles.
- Skill in operating approved test equipment.
- Skill in analyzing problems and utilizing basic troubleshooting to restore services and systems.
- Skill in performing mathematical calculations.
- Skill in operating computers and other standard office equipment.
- Skill in interpersonal relations.
- Skill in oral and written communication.

SUPERVISORY CONTROLS

The Opelika Power Services Director (or designee) assigns work in terms of goals and objectives. The supervisor reviews work through conferences, reports, and observation of activities.

GUIDELINES

Guidelines include agency policies and procedures, City of Opelika policies and procedures, regulatory guidelines, and hardware and software maintenance and use manuals. These guidelines require judgment, selection, and interpretation in application.

COMPLEXITY/SCOPE OF WORK

- The work will consist of various tasks that involve critical thinking and troubleshooting to support all services associated with head-end operations.
- The work will consist of various tasks that involve testing and troubleshooting of customer premise equipment to support field services operations.
- Some work will be fast-paced in nature in response to critical issues.
- The Network Engineer is responsible for training and development of associated skills to support head-end operations.

CONTACTS

- Contacts are typically with coworkers, vendors, and the public.
- Contacts are typically to exchange information, resolve problems, and provide services.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- Ability to lift 25lbs for short periods of time.
- Ability to use basic hand tools.
- Ability to use a computer and related software and hardware.
- This position consists of both office work, and physical labor to install various hardware components.
- Candidate must successfully pass a Post-Offer – Validated Essential Job Functions and Physical Demands Evaluation.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

None.

MINIMUM QUALIFICATIONS

- Sufficient experience to understand the basic principles relevant to the major duties of the position, usually associated with the completion of an apprenticeship/internship or having had a similar position for three to four years. Associates degree is preferred.
- Possession of or ability to readily obtain a valid driver's license issued by the State of Alabama for the type of vehicle or equipment operated.



Distribution Systems Engineer

Opelika Power Services

JOB SUMMARY

The Distribution Systems Engineer provides engineering and management support for the maintenance and operations of various Opelika Power Services electric distribution facilities and infrastructure. Successful performance will ensure the efficiency and effectiveness of agency operations in the delivery of electric distribution services to our customers. This position performs Distribution Systems Engineering duties in the design, construction, implementation and maintenance of the agency's Supervisory Control and Data Acquisition (SCADA) system, Automated Meter Reading (AMR), Mapping (GIS), Smart Grid Systems, and other mission critical functions.

MAJOR DUTIES

- Researches, designs, plans, and manages the operations of the technical engineering systems for Supervisory Control and Data Acquisition system (SCADA), Advanced Metering Infrastructure (AMI) system, Smart Grid systems, and other control systems.
- Manages the operation of the electrical system database, the outage management system database, and the operations and engineering functions of the NISC database.
- Trains end-users in the use of all software systems that support Supervisory Control and Data Acquisition System (SCADA), Advanced Metering Infrastructure (AMI) system, Smart Grid systems, and other control systems.
- This position performs technical duties in the development and maintenance of the agency's geographic information system (GIS).
- Develops and implements procedures to track changes on power and fiber optic GIS maps. Collects and reduces global positioning system (GPS) data for use with GIS maps.
- Assists in power and fiber restoration activities during outages.
- Performs power distribution system design, including designs related to new customers and upgrades.
- Manages substation engineering projects; directs the upgrade of substation relaying and communications equipment.
- Resolves complex customer service complaints from both residential and commercial customers.
- Manages the systems maintenance of assigned buildings and equipment.

- Assists in the preparation of agency budgets; monitors the management of financial accounts.
- Assists with the acquisition of permits from railroads and the Alabama Department of Transportation.
- This list represents the essential tasks performed by this position. Employee may be assigned additional duties by management as required. Manages special projects as assigned. Performs related duties.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of the principles of utility systems distribution engineering.
- Knowledge of the methods, practices, tools, materials and equipment involved in the design, operation, construction, maintenance, and repair of electric network services.
- Knowledge of relevant state and federal regulations.
- Knowledge of accounting and budgeting procedures.
- Knowledge of SCADA system management principles.
- Knowledge of computers and job-related software programs.
- Knowledge of mapping and geographic data management principles.
- Knowledge of agency policies and procedures.
- Skill in the interpretation of design drawings.
- Skill in the staking of projects utilizing GIS and GPS data.
- Skill in locating, analyzing, and resolving engineering and systems management problems.
- Skill in utilizing specialized tools and equipment related to the construction, repair and maintenance of a distribution electric system.
- Skill in organizing and directing the activities of personnel.
- Skill in oral and written communication.

SUPERVISORY CONTROLS

The Assistant Director/Manager of Distribution Services assigns work in terms of department goals and objectives. The supervisor reviews work through conferences, reports, and observation of department activities.

GUIDELINES

Guidelines include agency policies and procedures, City of Opelika policies and procedures, American Public Power Association guidelines, the National Electric Safety Code, and electrical distribution codes and specifications. These guidelines require judgment, selection, and interpretation in application.

COMPLEXITY/SCOPE OF WORK

- The work consists of diverse and varied supervisory, management and engineering duties. The variety of duties contributes to the complexity of the position.

CONTACTS

- Contacts are typically with coworkers, vendors, consultants, contractors, representatives of other agencies, and the public.
- Contacts are typically to exchange information, motivate persons, negotiate matters, resolve problems, and provide services.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The work is typically performed in an office, stockroom, warehouse, or outdoors, occasionally in cold or inclement weather. The employee may be exposed to machinery with moving parts. Work requires the use of protective devices such as masks, goggles, gloves, etc.
- Candidate must successfully pass a Post-Offer – Validated Essential Job Functions and Physical Demands Evaluation.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

- This position will provide training and direction to others to fulfill duties and complete projects successfully.

MINIMUM QUALIFICATIONS

- Knowledge and level of competency commonly associated with the completion of a baccalaureate degree in a course of study related to the occupational field.
- Experience sufficient to thoroughly understand the work of subordinate positions to be able to answer questions and resolve problems, usually associated with one to three years-experience or service.
- Possession of or ability to readily obtain a valid driver's license issued by the State of Alabama for the type of vehicle or equipment operated.



Administrative Support Supervisor

Opelika Power Services

JOB SUMMARY

The essential function of the position is to plan, implement, coordinate, and supervise all aspects of the organization's administrative functions. The position is responsible for supervising staff, planning, coordinating and providing engineering and operations support, coordinate between customer service and field operations, and reporting. The position will provide exceptional customer service, ensure that all administrative items that support the organization are handled effectively and efficiently, and effectively train assigned personnel to ensure administrative functions are handled. The position interfaces with all levels of management, employees and types of customers. The position will also provide administrative assistance to the Director and Assistant Director. The position develops and implements programs within organizational policies; reports major activities to executive level administrators through conferences and reports.

MAJOR DUTIES

- Supervises staff, including training and providing for technical or professional development, selecting or recommending selection, assigning and evaluating work, counseling, disciplining, and recommending termination.
- Responsible for coordinating and directing all administrative support functions including, but not limited to, processing invoices, entering requisitions, line locates, telephone porting, outage reporting and dispatching, work orders, answering phones, scheduling vacation and leave time, maintain personnel record, payroll, maintaining of files, etc.
- Coordinates and/or performs all duties assigned to the administrative team to ensure all areas of responsibility are covered on day to day basis. Ensures that each member is cross trained in all functions. Works with other areas of organization to provide support and assistance when needed.
- Schedules meetings and makes travel arrangements for the Director, Assistant Director, and other members of OPS. Prepares and distributes correspondence and memoranda.
- Responds to customer concerns and/or assist customers in obtaining needed assistance; coordinates the response to special customer requests.
- Review financial and statistical reports for accuracy and analyze opportunities for improvement; develop budgets and effectively manage financial resources.
- Assists with managing vendor relationships and contracts; represent City to outside organizations and agencies. Continually look for ways to improve efficiency, reduce cost and promote good will with our customers.

- Assists with planning and implementing new methods for enhancing departmental efficiency; coordinates meetings with all affected parties and ensures all team members are communicated with about changes or items that affect them.
- Gathers and maintains information/data to support periodic and special reports documenting activities for area of responsibility. Researches and compiles information to assist with various projects as assigned
- Attends or conducts staff and other professional meetings to exchange information; attends in-service training and technical or professional classes, seminars, or conferences to improve technical or professional skills.
- This list represents the essential tasks performed by this position. Employees may be assigned additional duties by management as required.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of modern office practices and procedures.
- Knowledge of agency policies and procedures.
- Knowledge of customer service principles and practices.
- Knowledge of computers and job-related software programs.
- Skill in prioritizing, organizing, coordinating and directing work.
- Skill in the operation of computers and job-related software programs.
- Skill in oral and written communication.

SUPERVISORY CONTROLS

The Opelika Power Services Director assigns work in terms of general instructions. The supervisor spot-checks completed work for compliance with procedures, accuracy, and the nature and propriety of the final results.

GUIDELINES

Guidelines include city and agency policies and procedures. These guidelines are generally clear and specific but may require some interpretation in application.

COMPLEXITY/SCOPE OF WORK

- The work consists of related administrative, supervisory and customer service duties. Frequent interruptions contribute to the complexity of the position.

- The purpose of this position is to supervise and coordinate administrative functions related to the agency's engineering and operation teams. Successful performance contributes to the efficiency and effectiveness of agency operations.

CONTACTS

- Contacts are typically with co-workers, elected and appointed officials, contactors, consultants, vendors, business owners, and the public.
- Contacts are typically to give or exchange information, motivate persons, resolve problems, and provide services.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The work is typically performed while sitting at a desk or table or while intermittently sitting, standing, bending, crouching or stooping. The employee occasionally lifts light and heavy objects.
- The work is typically performed in an office.
- Candidate must successfully pass a Post-Offer – Validated Essential Job Functions and Physical Demands Evaluation.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

This position has direct supervision over the following positions: Work-Flow Coordinator, Administrative Coordinator and Administrative Assistant. Additional administrative roles may be assigned in future.

MINIMUM QUALIFICATIONS

- Knowledge and level of competency commonly associated with completion of specialized training in the field of work, in addition to basic skills typically associated with a high school education.
- Experience sufficient to thoroughly understand the work of subordinate positions to be able to answer questions and resolve problems, usually associated with two to four years of experience.



Customer Service Representative II

Opelika Power Services

JOB SUMMARY

This position is responsible for providing customer service, establishing, terminating and the transfer of customer accounts, accepting and processing of cash receipts, sale of video, voice and data services and performs administrative and clerical services for agency operations.

MAJOR DUTIES

- Interacts with and assists customers on a regular basis in the office or on the phone.
- Set up new accounts, establishes, transfers, and terminates services for all customer types in electric, refuse, video, voice and data accounts.
- Promotes and sells telecom services offered to existing and potential customers
- Investigates customer accounts to locate and collect outstanding debts.
- Provides customer support and service; interacts with the public and customers to answers questions and to resolve issues and complaints.
- Reads meters via the Advanced Metering System (AMS) to provide current information to customers; documents information to customer accounts.
- Approves customer account extensions within departmental guidelines, enters documentation on customer accounts, and follows-up for payment.
- Processes cash receipts and returned checks; balance receipts and prepares bank deposits.
- Performs data entry; enter and updates bank drafts; sets up budget billing accounts; enters adjustments; enters Opelika Share accounts; updates customer files.
- Performs clerical tasks such as telephoning, faxing, photocopying, and filing.
- Provides information to developers concerning the connection of new services; interacts with other departments to establish fees and locations.
- Interacts with other departments to obtain and share information relating to customer accounts and to resolve issues.
- Performs special projects as assigned.

- Performs related duties.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of customer service principles and practices.
- Knowledge of the services and pricing provided by Opelika Power Services.
- Knowledge of cash handling principles and guidelines.
- Knowledge of ordinances pertaining to departmental responsibilities.
- Skill in the provision of customer services.
- Skill in the operation of computers and job-related software programs.
- Skill in oral and written communication.

SUPERVISORY CONTROLS

The Customer Service Manager assigns work in terms of general instructions. Management spot-checks completed work for compliance with procedures, accuracy, and the nature and propriety of the results.

GUIDELINES

Guidelines include agency and city policies and procedures. These guidelines are generally clear and specific but may require some interpretation in application.

COMPLEXITY/SCOPE OF WORK

- The work consists of related customer service duties. Frequent interruptions contribute to the complexity of the position.
- The purpose of this position is to provide customer service support for agency operations. Successful performance contributes to the efficiency and effectiveness of those operations.

CONTACTS

- Contacts are typically with coworkers, business owners, and the public.
- Contacts are typically to exchange information, negotiate matters, resolve problems, and provide services.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- Sitting as needed to perform clerical tasks during shift.
- Standing as needed to perform clerical tasks during shift.
- Walking as needed to file room and copier (up to 75 Ft. in distance one direction).
- Balancing/Stooping/Bending/Squatting/ crouching to retrieve equipment from cabinets or place paper in the copier (5" Height). Retrieve equipment and / or supplies from ground level.
- Reaching forward up to 42" in length at 41" height to retrieve / place paperwork and equipment from / for the consumer. Reaching forward 25" in length at 41" height and down 9" into drive thru bin to retrieve and place paperwork / money.
- Fingering/handling/feeling; to operate keyboard, computer mouse, phone and calculator. Manipulate checks, money and money orders.
- Lifting / Carrying up to 30 lbs. Carrying file boxes 75" in length
- Candidate must successfully pass a Post-Offer – Validated Essential Job Functions and Physical Demands Evaluation.

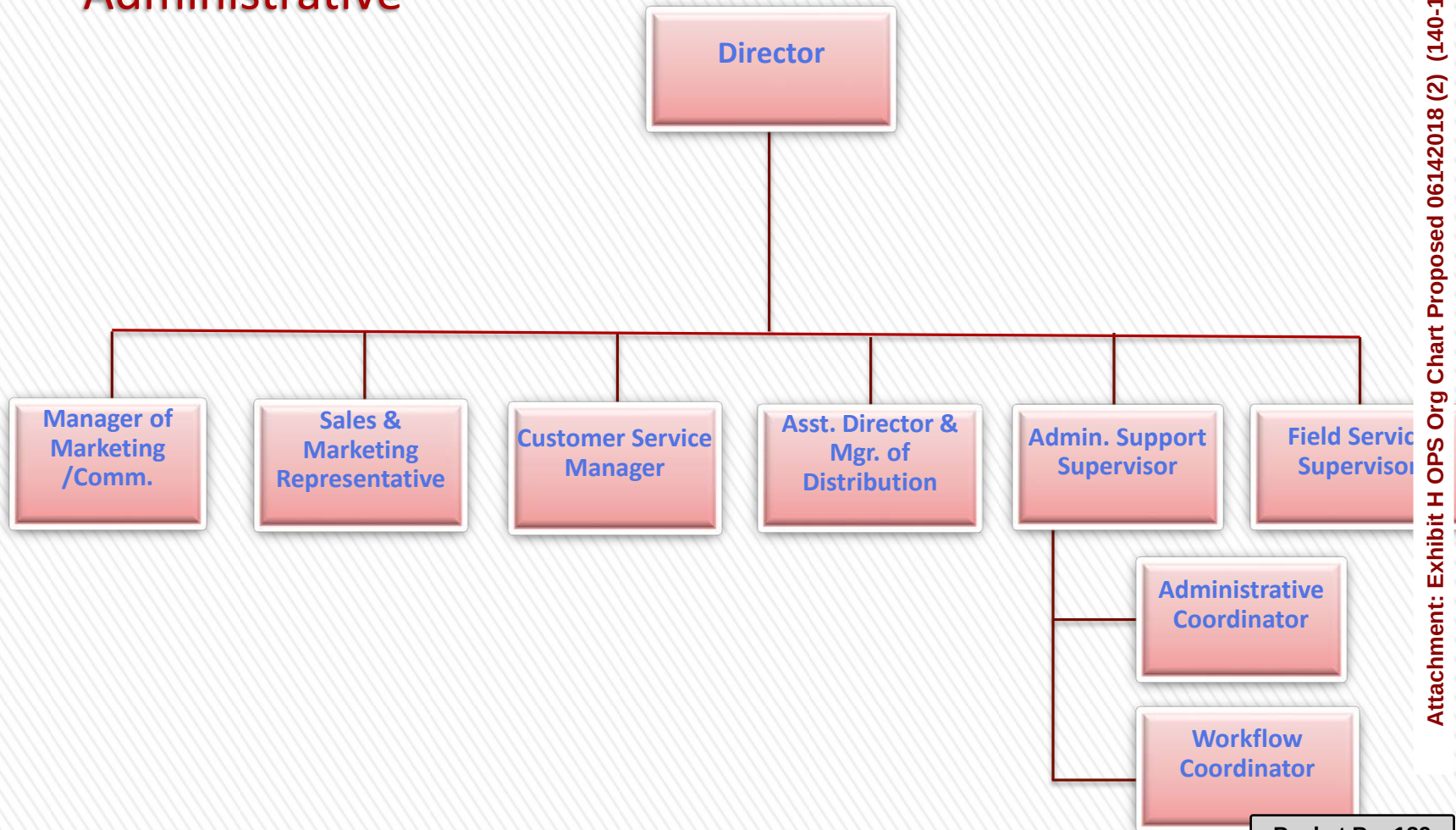
SUPERVISORY AND MANAGEMENT RESPONSIBILITY

None.

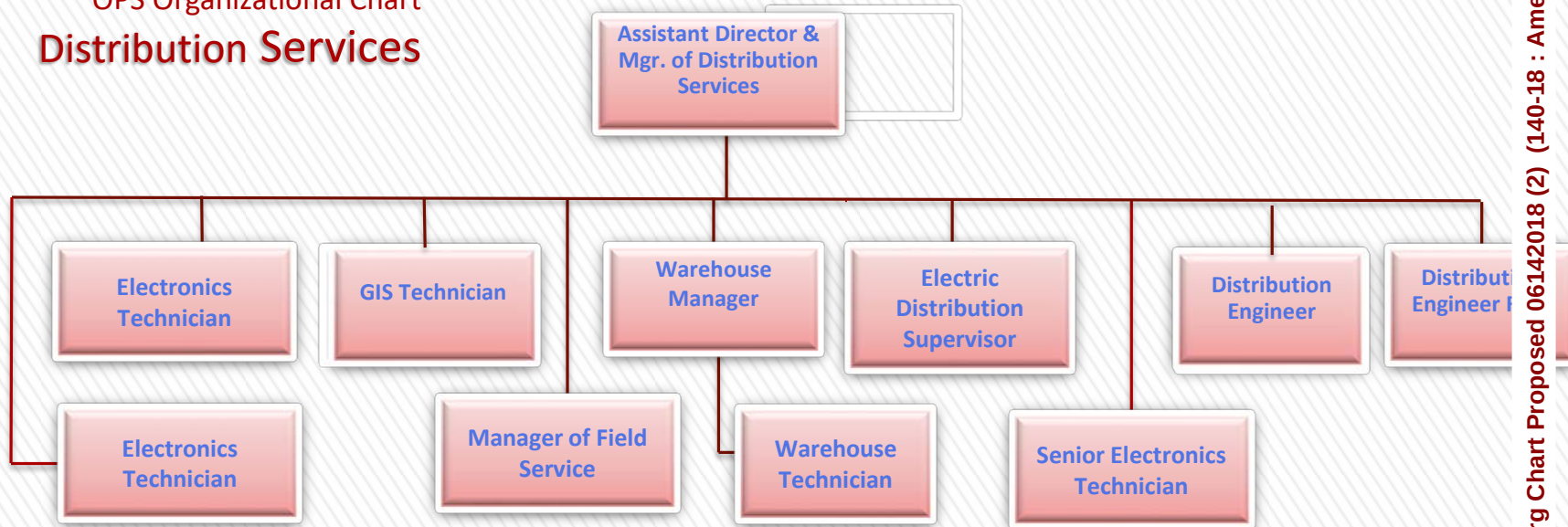
MINIMUM QUALIFICATIONS

- Ability to read, write and perform mathematical calculations at a level commonly associated with the completion of high school or equivalent.
- Sufficient experience to understand the basic principles relevant to the major duties of the position, usually associated with the completion of an apprenticeship/internship or having had a similar position for three to four years.
- Ability to be bonded.

OPS Organizational Chart
Administrative

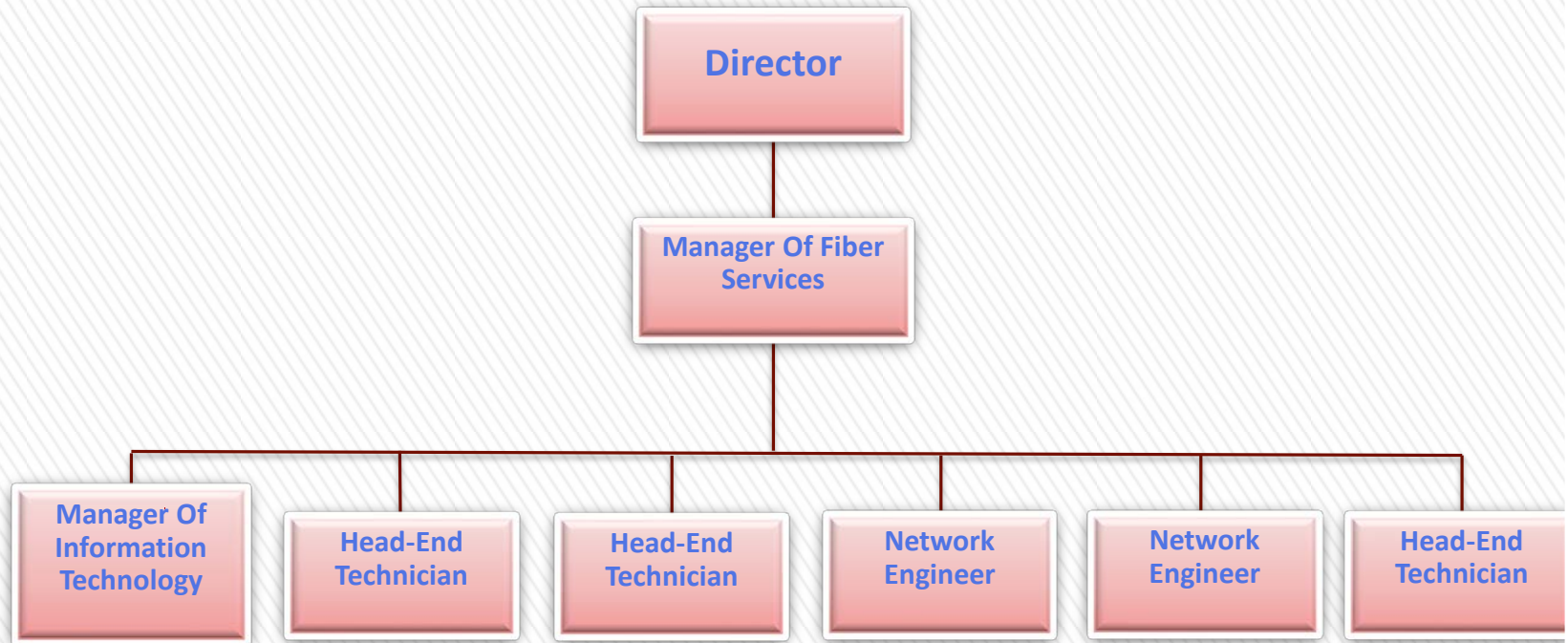


OPS Organizational Chart Distribution Services



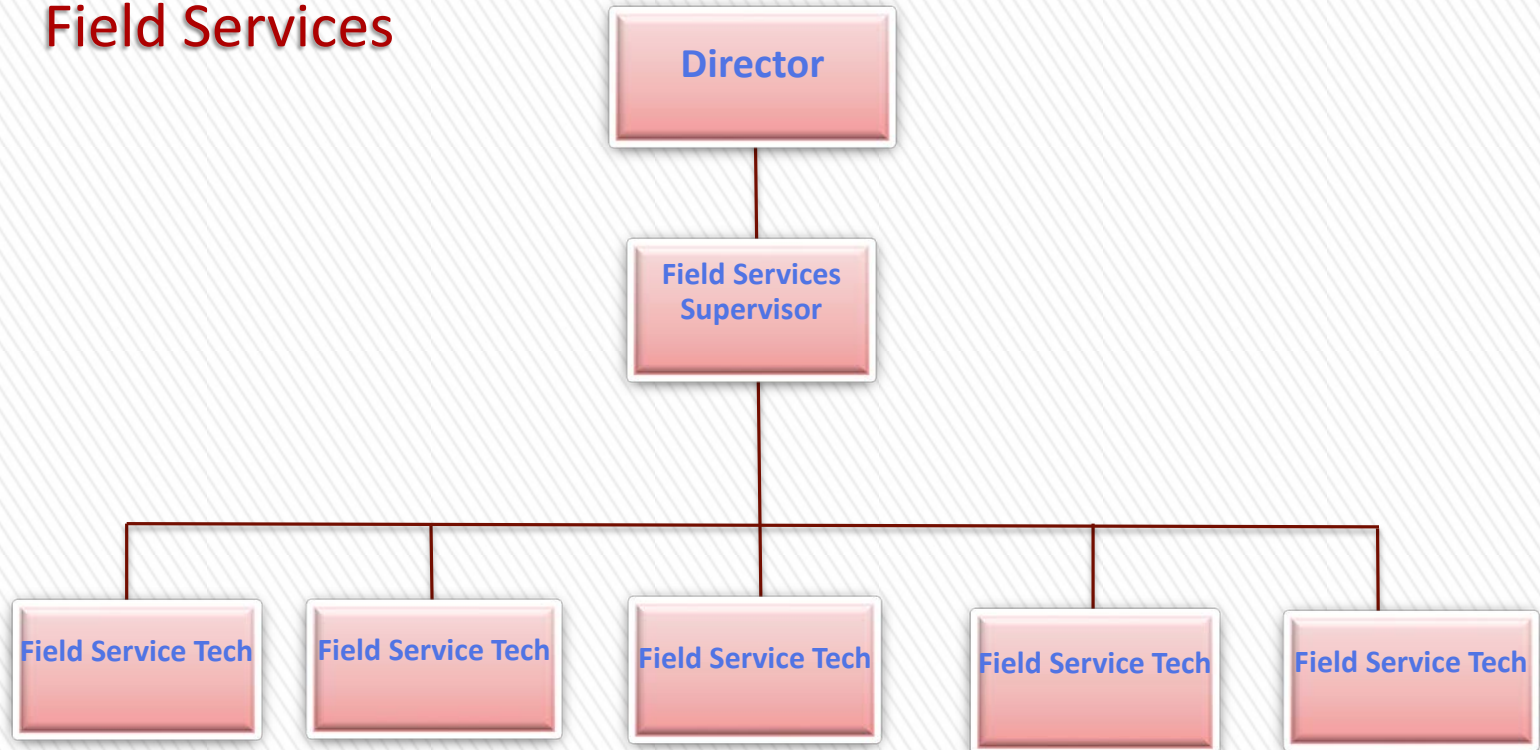
OPS Organizational Chart

Fiber Services

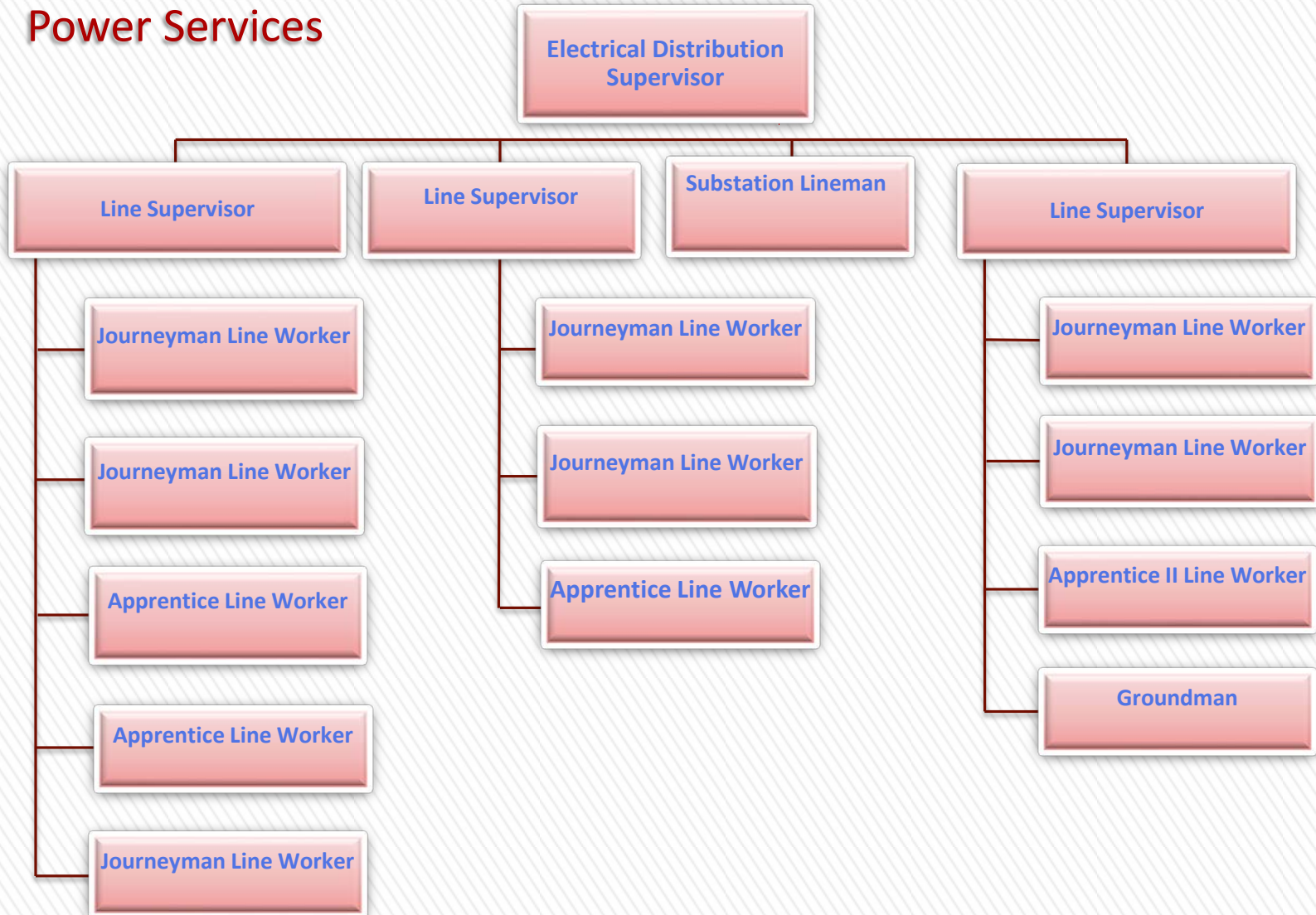


OPS Organizational Chart

Field Services



Power Services



OPS Organizational Chart

Customer Support

