



OPELIKA CITY COUNCIL
“ REGULAR MEETING MINUTES “
204 South 7th Street
August 21, 2018
TIME: 7:00 PM

1. Call to Order

President Smith called the council meeting to order at 7:00 pm 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

Ms. Clark gave the invocation.

1. Mattie Clark will provide the invocation.

4. Pledge of Allegiance

Dylan and Atticus lead the Pledge of Allegiance.

1. Dylan McKenzie from Pack 858 and Atticus O'Banner from Troop 858.

5. Reading of Minutes

1. Minutes from the 8-07-18 city council meeting.

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

6. Unfinished Business

7. Remarks By the Mayor

Mayor Fuller recognized Leigh Krehling for the great job she did in leading another successful United Way campaign for the City and raising over \$32,000, a new record.

1. City Financial Statements - July 2018.

Mayor Fuller passed out copies of the City's financial statements for July 2018 to each council member for their review and/or questions.

2. July 2018 Monthly Building Reports

Mayor Fuller called on Joey Motley, City Administrator, to provide a summary of the City's July 2018 Building permit report.

3. Donation of property for "The Henry and Roslyn Stern Community Park".

Mayor Fuller recognized Ginger and Jay Stern for their very generous donation of land for a new City park to be named in honor of Henry and Roslyn Stern.

4. Donation by the OHA to the Opelika Mobile Wellness Clinic.

Mayor Fuller recognized the Opelika Housing Authority board members and the Executive Director for their donation of \$60,000 towards the renovation of a bus that will become the Mobile Wellness Clinic.

5. Police Officer of the Quarter - Sgt. Craig Vickers.

Mayor Fuller and Chief John McEachern recognized Sgt. Vickers for being selected the Police Officer of the Quarter.

6. Introduce the 2018-2019 class of 20 Under 40.

Mayor Fuller and Pam Powers Smith, Chamber President, recognized each member of the 2018-19 class of 20 Under 40.

8. Citizen Communications

(Limit comments to five minutes or less)

William Leonard said he lives on Morris Avenue and there are logging truck and noisy truck break problems that should be stopped. We want the police to issue tickets. We do not want large commercial trucks on Morris Avenue, Oakbowery and Veterans Parkway. Thanks for your assistance.

Joseph Smith said he chose to retire in Opelika because it is friendly loving community with good people. I am retired military and have lived all over the world and seen the hate and evil that exist. I am concerned about the large commercial trucks on Morris Avenue. Let's keep Opelika the wonderful City that it is. Thank you.

9. Report of Disbursements

10. Committee Reports

11. General Business

1. Public Hearing - Weed Abatement Assessment - Parcel # 072 Bay Ct.

President Smith opened the public hearing and asked 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 - 205 Vero Ct.

President Smith opened the public hearing and asked 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 - 810 Williamson Ave

President Smith opened the public hearing and asked 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 - 814 Donald Ave

President Smith opened the public hearing and asked 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.

12. Awarding of Bids

13. Resolutions

1. Resolution 184-18 Designate City Personal Property Surplus and Authorize Disposal

RESULT: APPROVED [UNANIMOUS]

MOVER: Tiffany Gibson-Pitts, Council Member

SECONDER: David Canon, Council Member

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

2. Resolution 185-18 Purchase - Street Lights with Cameras - IT

- | | | |
|--|------------------|--|
| | RESULT: | APPROVED [UNANIMOUS] |
| | MOVER: | Dozier Smith T, Council Member |
| | SECONDER: | Patricia Jones, President Pro-Tem |
| | AYES: | Jones, Gibson-Pitts, Smith T, Canon, Smith |
3. Resolution 186-18 Weed Abatement Assessment - Parcel# .072 Bay Ct.
- | | | |
|--|------------------|--|
| | RESULT: | APPROVED [UNANIMOUS] |
| | MOVER: | David Canon, Council Member |
| | SECONDER: | Dozier Smith T, Council Member |
| | AYES: | Jones, Gibson-Pitts, Smith T, Canon, Smith |
4. Resolution 187-18 Weed Abatement Assessment - 205 Vero Ct.
- | | | |
|--|------------------|--|
| | RESULT: | APPROVED [UNANIMOUS] |
| | MOVER: | Tiffany Gibson-Pitts, Council Member |
| | SECONDER: | Dozier Smith T, Council Member |
| | AYES: | Jones, Gibson-Pitts, Smith T, Canon, Smith |
5. Resolution 188-18 Weed Abatement Assessment - 810 Williamson Ave
- | | | |
|--|------------------|--|
| | RESULT: | APPROVED [UNANIMOUS] |
| | MOVER: | David Canon, Council Member |
| | SECONDER: | Patricia Jones, President Pro-Tem |
| | AYES: | Jones, Gibson-Pitts, Smith T, Canon, Smith |
6. Resolution 189-18 Weed Abatement Assessment - 814 Donald Ave
- | | | |
|--|------------------|--|
| | RESULT: | APPROVED [UNANIMOUS] |
| | MOVER: | Patricia Jones, President Pro-Tem |
| | SECONDER: | Tiffany Gibson-Pitts, Council Member |
| | AYES: | Jones, Gibson-Pitts, Smith T, Canon, Smith |
7. Resolution 190-18 Service Agreement for Grant Writer
- | | | |
|--|------------------|--|
| | RESULT: | APPROVED [UNANIMOUS] |
| | MOVER: | David Canon, Council Member |
| | SECONDER: | Tiffany Gibson-Pitts, Council Member |
| | AYES: | Jones, Gibson-Pitts, Smith T, Canon, Smith |
8. Resolution 191-18 Lease Agreement with Heritage Baptist Church
- | | | |
|--|------------------|--|
| | RESULT: | APPROVED [UNANIMOUS] |
| | MOVER: | Patricia Jones, President Pro-Tem |
| | SECONDER: | Dozier Smith T, Council Member |
| | AYES: | Jones, Gibson-Pitts, Smith T, Canon, Smith |
9. Resolution 192-18 Conveyance of Property to the City for a new Park.
Ms. Pitts said she loved her art teacher Roslyn Stern and thanked Jay and Ginger Stern for their donation of property for a new city park.
President Smith, on behalf of the City Council, thanked Jay and Ginger for their generous donation to the City.
- | | | |
|--|------------------|--|
| | RESULT: | APPROVED [UNANIMOUS] |
| | MOVER: | David Canon, Council Member |
| | SECONDER: | Tiffany Gibson-Pitts, Council Member |
| | AYES: | Jones, Gibson-Pitts, Smith T, Canon, Smith |
10. Resolution 193-18 Agreement with Constantine Engineering, PW

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

11. Resolution 194-18 Change Order, CAM Builders, LLC, Fire Station

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

12. Resolution 195-18 Amendment with IcoTech Extended Warranty (OPS)

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

14. Ordinances

1. Ordinance 013-18-ORD Amend City Code, Chapter 10 Subsection 10-57 (G), lawn care services - 2ND Reading

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

2. Ordinance 014-18-ORD Amend City Code, Chapter 14, Door to Door Solicitation - 2ND Reading.

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

3. Ordinance 015-18-ORD Adjust compensation of Mayor & City Council. Effective November 2, 2020 - 2ND Reading.

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

4. Ordinance East Central Alabama Highway Safety Office Lease - 2Nd Reading.
Ms. Jones introduced this ordinance.

RESULT: **FIRST READING INTRODUCED**

15. Appointments

16. Adjourn

The City Council meeting minutes of August 21, 2018 are hereby adopted and approved this the 4th day of September, 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 7:54 pm.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Patricia Jones, President Pro-Tem

SECONDER: Dozier Smith T, Council Member

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

**City Council**

204 South 7Th Street
Opelika, AL

ADOPTED**CM MINUTES (ID # 2972)**

Meeting: 08/21/18 07:00 PM

Department: City Clerk

Category: CM Minutes

Prepared By: Robert Shuman

Initiator: Robert Shuman

Sponsors:

DOC ID: 2972

Minutes from the 8-07-18 city council meeting.

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



OPELIKA CITY COUNCIL **“ REGULAR MEETING MINUTES “**

204 South 7th Street

August 7, 2018

TIME: 7:00 PM

1. Call to Order

President Smith called the council meeting to order and asked Mr. Shuman to call the roll.

2. Roll Call

All city council members were present.

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

3. Invocation

Mr. Trumbull gave the invocation.

1. Rod Trumbull with the First Assembly of God.

4. Pledge of Allegiance

Chas, Price along with Carmelo Clifton, a Cub Scout who also showed up, lead the Pledge of Allegiance.

1. Chas Brewer and Price McWhorter from Boy Scout Troop 354.

5. Reading of Minutes

1. Minutes from the 7-17-18 city council meeting.

RESULT: APPROVED [UNANIMOUS]

MOVER: Tiffany Gibson-Pitts, 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 thanked the city council members who were able to attend the 35th annual National Night Out at the Covington ball field. It was a great turn out and Mattie Clark was recognized for her many years of coordinating this event.

8. Citizen Communications

(Limit comments to five minutes or less)

Elizabeth Burton wanted to know why she has not heard anything from the City concerning her law suit about her sewer backing up in her home some years ago? City Attorney, Guy Gunter, advised Ms. Burton her attorney, Walter Northcutt, and her case will be going to trial. The City will defend it's case and takes the position of no liability. Ms. Burton also stated she had talked to the OA News and was advised that they could not put certain information in the newspaper and implied that the City controls the OA News. Mayor Fuller advised Ms. Burton that the City has no control over the OA News.

Debbie Wood from Valley, Alabama said she is the Republican nominee for the Alabama House of Representatives for the Opelika area and hopes to be your Representative. Thank you for your support, vote and hope we can all work together.

9. Report of Disbursements

10. Committee Reports

11. General Business

1. 10000 HZ Llc DbA 10000 HZ Records Request AB Retail Beer on and Off Premise

RESULT: **APPROVED [UNANIMOUS]**

MOVER: David Canon, Council Member

SECONDER: Dozier Smith T, Council Member

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

2. Request from First Baptist Church, street closure, Family Night on August 15th.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Patricia Jones, President Pro-Tem

SECONDER: Tiffany Gibson-Pitts, Council Member

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

3. Request from I Run Opelika, street closure on August 18th.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Dozier Smith T, Council Member

SECONDER: Patricia Jones, President Pro-Tem

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

4. Request from Main Street, street closure on Aug 24th and 25th

RESULT: **APPROVED [UNANIMOUS]**

MOVER: David Canon, Council Member

SECONDER: Tiffany Gibson-Pitts, Council Member

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

5. Request from Chamber, street closure, Christmas parade Sat Dec 1st.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Tiffany Gibson-Pitts, Council Member

SECONDER: Dozier Smith T, Council Member

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

6. Public Hearing - Weed Abatement Assessment- #071 Bay Ct.

President Smith opened the public hearing then asked if there was anyone that wanted to speak for or against said assessment. Michelle Key said she bought said property at the tax sale and never received a notice. Mr. Canon asked the City Attorney how the notice process works for tax sale property? Guy Gunter said the purchaser at a tax sale does not receive a deed to the property for three years. The notices are mailed to the property owner of record at the Lee County Courthouse.

7. Public Hearing - Weed Abatement Assessment - 105 Vaughan Ave

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

8. Public Hearing - Weed Abatement Assessment - 201 Ave C

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

9. Public Hearing - Weed Abatement Assessment - 404 S 2Nd St.

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

10. Public Hearing - Weed Abatement Assessment - 504 S 4Th St.

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

11. Public Hearing - Weed Abatement Assessment - 509 1St Avenue

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

12. Public Hearing - Weed Abatement Assessment - 514 Old Columbus Rd.

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

13. Public Hearing for Demolition - 207 Avenue A

President Smith opened the public hearing then asked if there was anyone that would like to speak for or against said demolition. Maurice Ward said he was in the process of restoring the building. He has talked to the Historic Commission and asked for more time. Jeff Kappelman said this property was first presented for demolition in 2011. The property owner has had seven years. In my opinion the building is dangerous and beyond repair. Mr. Ward said his Mom passed and caused the previous delay. Mayor Fuller asked the City Council to approve the resolution and the Administration would give Mr. Ward four weeks. Mr. Ward asked if he could have 90 days. Mayor Fuller said they would like to see some progress and at least need a plan of action in four weeks. President Smith closed the public hearing.

14. Public Hearing, Hunting Permit, 2833 and 3001 Sundance Road.

President Smith opened the public hearing then asked if there was anyone that would like to speak for or against said hunting permit. No one came forward to speak. President Smith closed the public hearing.

12. Awarding of Bids

1. Bids 165-18 Forklift with 36-Mo Lease Option - PW

RESULT: APPROVED [UNANIMOUS]

MOVER: David Canon, Council Member

SECONDER: Dozier Smith T, Council Member

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

13. Resolutions

1. Resolution 166-18 Expense reports from various departments.

RESULT: APPROVED [UNANIMOUS]

MOVER: Tiffany Gibson-Pitts, Council Member

SECONDER: Dozier Smith T, Council Member

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

2. Resolution 167-18 Purchase-One (1) 2018 Ford F150 PU-PW

RESULT: APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: David Canon, Council Member

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

3. Resolution 168-18 Purchase-LED Lighting System-Sourcewell Contr-P&R

- RESULT:** APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
4. Resolution 169-18 Weed Abatement Assessment - #071 Bay Ct.
RESULT: APPROVED [UNANIMOUS]
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
5. Resolution 170-18 Weed Abatement Assessment - 105 Vaughan Ave
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
6. Resolution 171-18 Weed Abatement Assessment - 201 Ave C
RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
7. Resolution 172-18 Weed Abatement Assessment - 404 S 2Nd St.
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
8. Resolution 173-18 Weed Abatement Assessment - 504 S 4Th St.
RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
9. Resolution 174-18 Weed Abatement Assessment - 509 1St Ave.
RESULT: APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
10. Resolution 175-18 Weed Abatement Assessment - 514 Old Columbus Rd.
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
11. Resolution 176-18 Authorize Demolition - 207 Avenue A.
 Mr. Gunter asked that 'front porch' be deleted from the header in this resolution.

RESULT: APPROVED [UNANIMOUS]

MOVER: David Canon, Council Member

SECONDER: Tiffany Gibson-Pitts, Council Member

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

12. Resolution 177-18 Request by Verizon for a Special Use Permit at 2002 Steel Street.

RESULT: APPROVED [UNANIMOUS]

MOVER: Patricia Jones, President Pro-Tem

SECONDER: David Canon, Council Member

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

13. Resolution 178-18 Hunting Permit, 2833 and 3001 Sundance Road, R-1 Zone

RESULT: APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: David Canon, Council Member

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

14. Resolution 179-18 Transfer Wastequip Baler that is no longer needed to AU.

RESULT: APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: David Canon, Council Member

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

15. Resolution 180-18 Agreement with AU, Game Day transit services.

RESULT: APPROVED [UNANIMOUS]

MOVER: Patricia Jones, President Pro-Tem

SECONDER: David Canon, Council Member

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

16. Resolution 181-18 Approve PY2018 CDBG Action Plan.

RESULT: APPROVED [UNANIMOUS]

MOVER: Tiffany Gibson-Pitts, Council Member

SECONDER: Dozier Smith T, Council Member

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

17. Resolution 182-18 Special appropriation to EAMC Foundation for new cancer center.

RESULT: APPROVED [UNANIMOUS]

MOVER: Patricia Jones, President Pro-Tem

SECONDER: Tiffany Gibson-Pitts, Council Member

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

18. Resolution 183-18 Authorize grant application to ALDOT, intersection improvements.

RESULT: APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: David Canon, Council Member

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

14. Ordinances

1. Ordinance 012-18-ORD Amend Text of Zoning Ordinance, Section 8.13 Townhouse Development Standards - 2nd Reading.

Attachment: CM 8-21-18, minutes from the 8-7-18 CM (2972 : Minutes from the 8-07-18 city council meeting.)

RESULT: SECOND READING AND APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: David Canon, Council Member

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

2. Ordinance Adjust compensation of Mayor & City Council. Effective November 2, 2020
- 1st Reading.

Mr. Smith T introduced this ordinance.

RESULT: FIRST READING INTRODUCED

3. Ordinance Amend City Code, Chapter 10 Subsection 10-57 (G), lawn care services - 1st Reading

Mr. Canon introduced this ordinance.

RESULT: FIRST READING INTRODUCED

4. Ordinance Amend City Code, Chapter 14, Door to Door Solicitation - 1st Reading.

Ms. Jones introduced this ordinance.

RESULT: FIRST READING INTRODUCED

15. Appointments

1. Reappoint Haley Wilder to the Downtown Redevelopment Authority. Term ends 8-7-24.
Ms. Pitts asked for the record to reflect the City needs additional diversity on the City Boards and Commissions. The City Boards and Commissions should reflect the diverse population of the City. I ask the Mayor and City Council to work on this.

RESULT: APPROVED [4 TO 0]

MOVER: Dozier Smith T, Council Member

SECONDER: David Canon, Council Member

AYES: Patricia Jones, Dozier Smith T, David Canon, Eddie Smith

ABSTAIN: Tiffany Gibson-Pitts

2. Reappoint Richard Patton to the Downtown Redevelopment Authority. Term ends 8-7-24.

RESULT: APPROVED [4 TO 0]

MOVER: David Canon, Council Member

SECONDER: Dozier Smith T, Council Member

AYES: Patricia Jones, Dozier Smith T, David Canon, Eddie Smith

ABSTAIN: Tiffany Gibson-Pitts

3. Reappoint John Marsh to the Historic Preservation Commission. Term ends 8-19-21.

RESULT: APPROVED [4 TO 0]

MOVER: Dozier Smith T, Council Member

SECONDER: David Canon, Council Member

AYES: Patricia Jones, Dozier Smith T, David Canon, Eddie Smith

ABSTAIN: Tiffany Gibson-Pitts

4. Reappoint Debbie Purves to the Historic Preservation Commission. Term ends 8-19-21.

RESULT: APPROVED [4 TO 0]

MOVER: David Canon, Council Member

SECONDER: Dozier Smith T, Council Member

AYES: Patricia Jones, Dozier Smith T, David Canon, Eddie Smith

ABSTAIN: Tiffany Gibson-Pitts

16. Adjourn

The City Council meeting minutes of August 7, 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 7:42 pm.

RESULT: APPROVED [UNANIMOUS]

MOVER: Patricia Jones, President Pro-Tem

SECONDER: Dozier Smith T, Council Member

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

Attachment: CM 8-21-18, minutes from the 8-7-18 CM (2972 : Minutes from the 8-07-18 city council meeting.)



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 08/21/18 07:00 PM
Department: Building Inspection
Category: Building Permit Report.
Prepared By: Tina Mnor
Initiator: Jeff Kappelman
Sponsors:

MAYOR'S REMARKS (ID # 2989)

DOC ID: 2989

July 2018 Monthly Building Reports

COMMENTS - Current Meeting:

Mayor Fuller called on Joey Motley, City Administrator, to provide a summary of the City's July 2018 Building permit 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 July, 2018

Work & Repair On Buildings:

Building Repairs	Commercial	Residential
Buildings Condemned	0	0
Buildings Demolished	0	0
Building Repairs	5	14
Plumbing Upgrades	0	5
Electrical Upgrades	0	10
Mechanical Upgrades	2	4
Reroofs And Roof Repairs	0	5
Mobile Home Services	0	0
Building Additions/Accessory Structures	0	8

Monthly Totals For July 2009-2018

2009	\$2,274,539.00
2010	\$15,454,374.00
2011	\$2,746,405.00
2012	\$2,019,998.00
2013	\$9,059,891.00
2014	\$4,340,584.00
2015	\$12,019,990.00
2016	\$13,921,378.00
2017	\$10,392,839.00
2018	\$7,366,371.18

Total Permits Issued:

1	New Buildings: Commercial	\$75,000.00
5	Commercial Renovations And Repairs	\$1,229,000.00
3	Signs	\$23,500.00
22	New Single Family Homes	\$5,745,744.70
32	Residential Repairs And Renovations	\$293,126.48
0	New Apartment Units	\$0.00
0	New Duplex Residences	\$0.00
63	Total Building Permits Issued	\$7,366,371.18

63	Total Permits Issued For July, 2018	\$7,366,371.18
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TAKEN FROM THE RECORDS OF THE
BUILDING INSPECTOR

Jeff Kappelman
Jeff Kappelman
Chief Building Inspector

Attachment: Building Inspections July 2018 Monthly Reports (2009 : July 2018 Monthly Building Reports)



Planning Department - Building Inspections Division

Telephone 334-705-5420

Fax 334-705-5159

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

Fiscal Year To Date Report - 2018

Building Repairs	Commercial	Residential
Buildings Condemned	0	0
Buildings Demolished	0	1
Building Repairs	75	135
Plumbing Upgrades	33	140
Electrical Upgrades	46	182
Mechanical Upgrades	30	127
Reroofs And Roof Repairs	6	31
Mobile Home Services	0	21
Building Additions/Accessory Structures	1	38

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:

20	New Buildings: Commercial	\$35,164,219.00
66	Commercial Renovations And Repairs	\$8,824,363.46
31	Signs	\$292,699.30
221	New Single Family Homes	\$51,973,536.15
179	Residential Repairs And Renovations	\$2,031,362.93
0	New Apartment Units	\$0.00
3	New Duplex Residences	\$596,540.00
476	Total Building Permits Issued	\$87,829,414.09

464	Total Issued for FY 2018	\$98,882,720.84
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Jeff Kappelman
JEFF KAPPELMAN
Building Official

Attachment: Building Inspections July 2018 Monthly Reports (2018 : July 2018 Monthly Building Reports)

City of Opelika Building Inspections Department
July 2018 Monthly Building Detail Report

Issue Date	Main Address	Company	Work Class	Valuation
7/2/2018	802 AVENUE E	SIMPSON ROOFING	Roofs	\$ 3,800.00
7/2/2018	1100 CEDAR CREEK DR	GRAYHAWK HOMES INC	New Single Family Detached	\$ 304,254.00
7/2/2018	1403 BLACKHAWK DR	A&E HOLDINGS LLC	Alteration	\$ 9,925.00
7/3/2018	907 WILLIAM DR	Earl May	Decks	\$ 2,508.00
7/5/2018	1104 CEDAR CREEK DR	Valerie Birmingham	Accessory Buildings	\$ 3,500.00
7/5/2018	709 WINSTON ST	KC NUMMY INC	Driveway	\$ 3,975.00
7/5/2018	1308 SPRING DR	SUN POOL COMPANY	Swimming Pool	\$ 27,000.00
7/9/2018	2503 ROCKY POINT DR	EDGAR HUGHSTON BUILDER INC	New Single Family Detached	\$ 271,011.00
7/9/2018	1101 WATWOOD AVE	SEARS HOME IMPROVEMENT PRODUCT	Alteration	\$ 11,021.00
7/9/2018	2505 ROCKY POINT DR	EDGAR HUGHSTON BUILDER INC	New Single Family Detached	\$ 256,098.00
7/9/2018	2809 GRAND NATIONAL PKWY	LARRY R BAILEY CONSTRUCTION	New Single Family Detached	\$ 248,875.00
7/9/2018	2205 DIANE CT	EDGAR HUGHSTON BUILDER INC	New Single Family Detached	\$ 279,982.00
7/9/2018	4150 ACADEMY DR 1300	PR CONTRACTORS, LLC	New	\$ 75,000.00
7/9/2018	2116 DIANE CT	EDGAR HUGHSTON BUILDER INC	New Single Family Detached	\$ 314,040.00
7/9/2018	2702 COMPASS PT	EDGAR HUGHSTON BUILDER INC	New Single Family Detached	\$ 245,520.00
7/9/2018	2710 COMPASS PT	EDGAR HUGHSTON BUILDER INC	New Single Family Detached	\$ 282,475.00
7/10/2018	2640 ENTERPRISE DR	ALLSOUTH SIGN INC	Signs	\$ 20,000.00
7/10/2018	1506 MORRIS AVE	SOL ROOFING LLC	Roofs	\$ 11,500.00
7/11/2018	1015 RENFRO AVE	Brian Schnarr	Accessory Buildings	\$ 1,000.00
7/11/2018	709 RUSTIC ST	MOORES CONSTRUCTION	Porches	\$ 15,000.00
7/12/2018	1617 JOLLIT AVE	Crickett Floyd	Accessory Buildings	\$ 2,500.00
7/12/2018	700 2ND AVE	SCOOPS REAL ITALIAN ICE	Alteration	\$ 35,000.00
7/12/2018	2612 HILLVIEW LN	SUPERIOR ROOFING CO	Roofs	\$ 8,050.00
7/13/2018	1412 S LONG ST	GOLD HILL CONSTRUCTION	Alteration	\$ 6,430.00
7/16/2018	1701 WAVERLY PKWY A	Sam Bailey	Accessory Buildings	\$ 5,100.00
7/16/2018	5500 BIRMINGHAM HWY	Gary Wood	Accessory Buildings	\$ 15,000.00
7/17/2018	603 EDMON AVE A	RS Properties, LLC	Alteration	\$ 6,000.00
7/17/2018	601 EDMON AVE A	RS Properties, LLC	Alteration	\$ 6,000.00

7/17/2018	605 EDMON AVE	RS Properties, LLC	Alteration	\$	6,000.00
7/17/2018	4508 PEBBLE SHORE DR	SCHUMACHER HOMES LLC	New Single Family Detached	\$	300,510.00
7/17/2018	4801 NORTHPARK DR	CLAYTON PROPERTIES GROUP INC	Alteration	\$	147,000.00
7/18/2018	207 N 3RD ST B	Patricia Jackson	Signs	\$	1,000.00
7/19/2018	1104 COLUMBUS PKWY	HUDSON COMPANY OF TENNESSEE	Alteration	\$	500,000.00
7/19/2018	2057 TIGER TOWN PKWY	HUDSON COMPANY OF TENNESSEE	Alteration	\$	500,000.00
7/20/2018	201 S 4TH ST	JACKCO CONTRACTORS	Alteration	\$	47,000.00
7/20/2018	3027 MCKINLEY DR	BUILDERS PROFESSIONAL GRP LLC	New Single Family Detached	\$	272,663.30
7/20/2018	2310 ROCKLEDGE ST	A&E HOLDINGS LLC	Alteration	\$	7,008.00
7/20/2018	2707 TARA CT	Builders Professional Group	New Single Family Detached	\$	243,038.00
7/20/2018	2805 WYNDHAM GATE BLVD	Builders Professional Group	New Single Family Detached	\$	191,372.00
7/20/2018	410 MEGHAN CT	Builders Professional Group	New Single Family Detached	\$	210,493.00
7/20/2018	3019 MCKINLEY DR	BUILDERS PROFESSIONAL GRP LLC	New Single Family Detached	\$	272,663.30
7/20/2018	2975 WAVERLY PKWY	STONE MARTIN BUILDERS	New Single Family Detached	\$	242,902.00
7/20/2018	707 DINGO DR	BUILDERS PROFESSIONAL GRP LLC	New Single Family Detached	\$	221,155.10
7/20/2018	302 N 26TH ST	Amanda Long	Accessory Buildings	\$	1,700.30
7/20/2018	2809 LONE EAGLE LN	ME BUILDERS LLC	Carport	\$	14,000.00
7/23/2018	108 N 9TH ST	SUPERIOR ROOFING CO	Roofs	\$	26,000.00
7/23/2018	204 N 22ND PL	Ronnie Gaston	Alteration	\$	15,000.00
7/23/2018	3020 STILLWOOD WAY	MOORES CONSTRUCTION	Alteration	\$	30,000.00
7/23/2018	2206 CALCUTTA DR	BLUE HAVEN POOLS	Swimming Pool	\$	31,000.00
7/24/2018	2634 SPRING LAKES XING	CLAYTON PROPERTIES GROUP INC	New Single Family Detached	\$	221,960.00
7/24/2018	1509 KILGORE CT	SEARS AUTHORIZED HOMETOWN STOR	Alteration	\$	4,704.18
7/24/2018	2704 3RD AVE	Laurie Ring	Accessory Buildings	\$	1,950.00
7/25/2018	403 N 5TH ST	BURNS EXTERIORS LLC	Alteration	\$	1,500.00
7/25/2018	2119 DIANE CT	EDGAR HUGHSTON BUILDER INC	New Single Family Detached	\$	335,438.00
7/25/2018	2400 ROCKY POINT DR	EDGAR HUGHSTON BUILDER INC	New Single Family Detached	\$	223,754.00
7/25/2018	2401 ROCKY POINT DR	EDGAR HUGHSTON BUILDER INC	New Single Family Detached	\$	291,478.00
7/25/2018	2207 GREENE WAY	EDGAR HUGHSTON BUILDER INC	New Single Family Detached	\$	337,328.00
7/25/2018	3051 FREDERICK RD 10	RIVER SIGNS LLC	Signs	\$	2,500.00
7/26/2018	710 LAKE CONDY RD	BILL LYNN CONSTRUCTION INC	Addition	\$	9,735.00
7/27/2018	303 BYRD AVE	AMERICAN MAINT & RENOVATION LL	Alteration	\$	1,500.00

7/27/2018	210 DOVER ST	AMERICAN MAINT & RENOVATION LL	Alteration	\$ 2,000.00
7/27/2018	3587 EAGLE TRL	CONNER BROTHERS CONSTRUCTION	New Single Family Detached	\$ 178,735.00
7/31/2018	1917 NORTHGATE DR	BIG SHOT ROOFING	Roofs	\$ 2,720.00
				\$ 7,366,371.18


 Jeff Kappelman, Chief Building Official

**City Council**

204 South 7Th Street
Opelika, AL

SCHEDULED**GENERAL BUSINESS (ID # 2981)**

Meeting: 08/21/18 07:00 PM

Department: Purchasing and Revenue

Category: Public Hearing

Prepared By: Jerry Bush

Initiator: Lillie Finley

Sponsors:

DOC ID: 2981

Public Hearing - Weed Abatement Assessment - Parcel # 072 Bay Ct.

COMMENTS - Current Meeting:

President Smith opened the public hearing and asked 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: 08/14/2018

**To: Tom Jones
PO Box 1586
Auburn Al. 36830**

**Property Address:
Bay Court #072.000
Opelika Al. 36801
Parcel # 10-03-08-3-000-072.000**

On June 6, 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>170.00</u>
Certified mail:	<u>6.67</u>
Misc.	<u> </u>
Total	<u>176.67</u>

Attachment: WEED INVOICE #072.000 Bay Ct. (2981 : Public Hearing - Weed Abatement Assessment - Parcel # 072 Bay Ct.)

To: Tom Jones
 PO Box 1586
 Auburn Al 36830

**NOTICE OF PUBLIC HEARING ON COST OF
 ABATEMENT OF WEED NUISANCE LOCATED AT
 Bay Court, Parcel 10-03-08-3-000-072.000**

=====

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at Bay Court, 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 \$176.67.

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 21th day of August, 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 14th day of August, 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 # 2977)**

Meeting: 08/21/18 07:00 PM
Department: Purchasing and Revenue
Category: Public Hearing
Prepared By: Jerry Bush
Initiator: Lillie Finley
Sponsors:

DOC ID: 2977

Public Hearing - Weed Abatement Assessment - 205 Vero Ct.

COMMENTS - Current Meeting:

President Smith opened the public hearing and asked 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: August 14, 2018****To: Mollie S Cloud
2113 Henderson Dr.
Opelika AL 36801****Property Address:
205 Vero Ct.
Opelika AL 36801
Parcel # 10-03-08-2-002-021.000**

On 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>45.50</u>
Certified mail:	<u>13.34</u>
Misc.	<u></u>
Total	<u>58.84</u>

Attachment: WEED INVOICE 205 Vero Ct. (2977 : Public Hearing - Weed Abatement Assessment-205 Vero Ct.)

To: Mollie Cloud
 2113 Henderson Dr.
 Opelika al. 36801

**NOTICE OF PUBLIC HEARING ON COST OF
 ABATEMENT OF WEED NUISANCE LOCATED AT
 205 Vero Ct., Parcel 10-03-08-2-002-021.000**

=====

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 205 Vero Ct., Parcel No. 021.000 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 \$58.84.

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 21th day of August, 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 14th day of August, 2018.

 Jerry Bush
 Code Compliance Officer

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

Attachment: Weeds, NPH-Resolution, cost to abate, 205 Vero Ct. (2977 : Public Hearing - Weed Abatement Assessment-205 Vero Ct.)

**City Council**

204 South 7Th Street
Opelika, AL

SCHEDULED**GENERAL BUSINESS (ID # 2979)**

Meeting: 08/21/18 07:00 PM

Department: Purchasing and Revenue

Category: Public Hearing

Prepared By: Jerry Bush

Initiator: Lillie Finley

Sponsors:

DOC ID: 2979

Public Hearing - Weed Abatement Assessment - 810 Williamson Ave

COMMENTS - Current Meeting:

President Smith opened the public hearing and asked 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: 08/14/2018****To: Larry Wakefield
1954 Shades Crest Rd
Vestavia Hills, Al. 35216****Property Address:
810 Williamson Ave
Opelika Al. 36801
Parcel # 10-04-19-2-000-007.000**

On June 25, 2016 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>85.00</u>
Certified mail:	<u>13.34</u>
Misc.	<u> </u>
Total	<u>98.34</u>

Attachment: WEED INVOICE 810 Williamson Ave (2979 : Public Hearing - Weed Abatement Assessment - 810 Williamson Ave)

To: Larry Wakefield
 1954 Shades Crest Rd
 Vestavia Hills Rd. Al. 35216

**NOTICE OF PUBLIC HEARING ON COST OF
 ABATEMENT OF WEED NUISANCE LOCATED AT
 810 Williamson Ave, Parcel 10-04-19-2-000-007.000**

=====

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 810 Williamson Ave., Parcel No. 007.000 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 \$98.34.

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 21th day of August, 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 14th day of August, 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 # 2974)**

Meeting: 08/21/18 07:00 PM

Department: Purchasing and Revenue

Category: Public Hearing

Prepared By: Jerry Bush

Initiator: Lillie Finley

Sponsors:

DOC ID: 2974

Public Hearing - Weed Abatement Assessment - 814 Donald Ave

COMMENTS - Current Meeting:

President Smith opened the public hearing and asked 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: August 14, 2018
To: Estelle Russaw Estate c/o Bertha Phipps
13636 Santa Rose Dr.
Detroit MI 48238

Property Address:
814 Donald Ave
Opelika Al. 36801
Parcel # 10-04-18-2-002-149.000

On June 22, 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>59.15</u>
Certified mail:	<u>13.34</u>
Misc.	<u> </u>
Total	<u>72.49</u>

Attachment: WEED INVOICE 814 Donald Ave (2974 : Public Hearing - Weed Abatement Assessment- 814 Donald Ave)

To: **Estelle Russaw Estate c/o Bertha Phipps**
13636 Santa Rose Dr.
Detroit Mi. 48238

**NOTICE OF PUBLIC HEARING ON COST OF
 ABATEMENT OF WEED NUISANCE LOCATED AT
 814 Donald Ave, Parcel 10-04-18-2-002-149.000**

=====

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 814 Donald Ave, Parcel No. 149.000 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 \$72.49.

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 21th day of August, 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 14th day of August, 2018.

 Jerry Bush
 Code Compliance Officer

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

RESOLUTION NO. 184-18

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.	Movable Shelving System	87002513
2.	2	Ea.	High Back Leather Chairs	N/A

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

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. 185-18

Purchase - Street Lights with Cameras - IT

RESOLUTION NO. _____

WHEREAS, the Information Technology Department desires to purchase Street Lights with Cameras utilizing National IPA Technology Solutions Contract #2018011-01; and

WHEREAS, CDW Government, Inc. is the National IPA Technology Solutions Contract Vendor for the Street Lights with Cameras; and

WHEREAS, monies for this purchase budgeted from Information Technology account;

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

1. That the purchase be awarded to CDW Government, Inc. utilizing the National IPA Technology Solutions Contract.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to CDW Government, Inc. in the total amount of \$154,702.64.
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
City Clerk - Treasurer



QUOTE CONFIRMATION

DEAR STEPHEN DAWE,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
JXLK777	7/17/2018	CIMCON NEXT	0936449	\$154,702.64

IMPORTANT - PLEASE READ

Special Instructions: TAX: MULTIPLE TAX JURISDICTIONS APPLY
TAX: CONTACT CDW FOR TAX DETAILS

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
AXIS P1448-LE - network surveillance camera Mfg. Part#: 01055-001 UNSPSC: 46171610 TAX: OPELIKA, AL .0000% \$.00 Contract: National IPA Technology Solutions (2018011-01)	27	5018505	\$970.91	\$26,214.57
AXIS T91A47 - camera mounting kit Mfg. Part#: 5504-581 UNSPSC: 31162313 TAX: OPELIKA, AL .0000% \$.00 Contract: National IPA Technology Solutions (2018011-01)	27	3245763	\$84.83	\$2,290.41
WATTSTOPPER OUTDR SENSr 120VAC Mfg. Part#: EW-200-120-G Electronic distribution - NO MEDIA TAX: OPELIKA, AL .0000% \$.00 Contract: National IPA Technology Solutions (2018011-01)	10	5186573	\$76.60	\$766.00
HOUSTON RADAR BI-DIRECTIONAL DOPPLER Mfg. Part#: DC310-DFT TAX: OPELIKA, AL .0000% \$.00 Contract: National IPA Technology Solutions (2018011-01)	4	5200855	\$1,166.04	\$4,664.16
HOUSTON RADAR USB POWER SUPPLY Mfg. Part#: USB-RS-P1 TAX: OPELIKA, AL .0000% \$.00 Contract: National IPA Technology Solutions (2018011-01)	4	5200857	\$84.83	\$339.32
HOUSTON RADAR PD300/SS300 I/O BOARD Mfg. Part#: PD300 IO BOARD TAX: OPELIKA, AL .0000% \$.00 Contract: National IPA Technology Solutions (2018011-01)	4	5200862	\$25.44	\$101.76
Cisco ASR 1001-X - router - rack-mountable Mfg. Part#: ASR1001-X UNSPSC: 43222609 TAX: OPELIKA, AL .0000% \$.00	1	3389642	\$10,115.00	\$10,115.00

QUOTE DETAILS (CONT.)

Contract: National IPA Technology Solutions (2018011-01)

<u>Cisco SMARTnet extended service agreement</u>	1	3444161	\$2,894.76	\$2,894.76
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Mfg. Part#: CON-SNT-ASR1001X

UNSPSC: 81111812

Electronic distribution - NO MEDIA

TAX: OPELIKA, AL .0000% \$.00

Contract: National IPA Technology Solutions (2018011-01)

<u>Cisco IOS Advanced IP Services - license</u>	1	2345535	\$8,043.83	\$8,043.83
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Mfg. Part#: SLASR1-AIS

UNSPSC: 43233002

Electronic distribution - NO MEDIA

TAX: OPELIKA, AL .0000% \$.00

Contract: National IPA Technology Solutions (2018011-01)

<u>Cisco SMARTnet extended service agreement</u>	1	2795212	\$1,702.80	\$1,702.80
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Mfg. Part#: CON-SNT-SLASR1AK

UNSPSC: 81111812

Electronic distribution - NO MEDIA

TAX: OPELIKA, AL .0000% \$.00

Contract: National IPA Technology Solutions (2018011-01)

<u>CISCO DIRECT ISLC-3100-C</u>	174	4749825	\$233.76	\$40,674.24
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Mfg. Part#: ISLC-3100-C

TAX: OPELIKA, AL .0000% \$.00

Contract: National IPA Technology Solutions (2018011-01)

<u>CISCO DIRECT ISLC-GPS</u>	174	4749829	\$19.79	\$3,443.46
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Mfg. Part#: ISLC-GPS

TAX: OPELIKA, AL .0000% \$.00

Contract: National IPA Technology Solutions (2018011-01)

<u>CISCO DIRECT ISLC-IO</u>	174	4749833	\$12.25	\$2,131.50
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Mfg. Part#: ISLC-IO

TAX: OPELIKA, AL .0000% \$.00

Contract: National IPA Technology Solutions (2018011-01)

<u>CISCO DIRECT ISLC-W5</u>	174	4749849	\$10.58	\$1,840.92
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Mfg. Part#: ISLC-W5

TAX: OPELIKA, AL .0000% \$.00

Contract: National IPA Technology Solutions (2018011-01)

<u>CISCO DIRECT LG-SAAS-ACTIV</u>	174	4749857	\$3.75	\$652.50
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Mfg. Part#: LG-SAAS-ACTIV

TAX: OPELIKA, AL .0000% \$.00

Contract: National IPA Technology Solutions (2018011-01)

<u>CISCO DIRECT LG-1YR-SAAS</u>	174	4749891	\$9.00	\$1,566.00
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Mfg. Part#: LG-1YR-SAAS

Electronic distribution - NO MEDIA

TAX: OPELIKA, AL .0000% \$.00

Contract: National IPA Technology Solutions (2018011-01)

<u>CISCO DIRECT SC-CIM-LT-TAAS</u>	174	4749898	\$6.75	\$1,174.50
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QUOTE DETAILS (CONT.)				
Mfg. Part#: CGR1240/K9 UNSPSC: 43222609 TAX: OPELIKA, AL .0000% \$.00 Contract: National IPA Technology Solutions (2018011-01)				
Cisco SMARTnet extended service agreement	1	3656097	\$538.05	\$538.05
Mfg. Part#: CON-SNT-CGR1240K UNSPSC: 81111812 Electronic distribution - NO MEDIA TAX: OPELIKA, AL .0000% \$.00 Contract: National IPA Technology Solutions (2018011-01)				
Cisco Connected Grid Security - license	1	3377403	\$400.00	\$400.00
Mfg. Part#: SL-CGR1K-SEC-K9 UNSPSC: 43233204 TAX: OPELIKA, AL .0000% \$.00 Contract: National IPA Technology Solutions (2018011-01)				
Cisco IOS IP Base - license	1	3439247	\$250.00	\$250.00
Mfg. Part#: SL-CGR1K-IPB-K9 UNSPSC: 43233002 TAX: OPELIKA, AL .0000% \$.00 Contract: National IPA Technology Solutions (2018011-01)				
Cisco power cable - 33 ft	1	3656079	\$150.00	\$150.00
Mfg. Part#: CGR-PWRCORD-NA= UNSPSC: 26121636 TAX: OPELIKA, AL .0000% \$.00 Contract: National IPA Technology Solutions (2018011-01)				
Cisco Connected Grid WPAN Module - network adapter	1	4773001	\$400.00	\$400.00
Mfg. Part#: CGM-WPAN-FSK-NA= UNSPSC: 43201409 TAX: OPELIKA, AL .0000% \$.00 Contract: National IPA Technology Solutions (2018011-01)				
Cisco antenna cable	1	4775999	\$175.00	\$175.00
Mfg. Part#: CGR-N-CONN-S= UNSPSC: 26121609 TAX: OPELIKA, AL .0000% \$.00 Contract: National IPA Technology Solutions (2018011-01)				
Cisco IoT Field Network Director - license - 1000 managed endpoints	1	5204487	\$95.75	\$95.75
Mfg. Part#: IOTFND-EP-1K UNSPSC: 43232804 Electronic distribution - NO MEDIA TAX: OPELIKA, AL .0000% \$.00 Contract: National IPA Technology Solutions (2018011-01)				
CIMCON CO-LOCATED SENSOR PLATFORM	31	4752328	\$785.99	\$24,365.69
Mfg. Part#: CL-CSP01 TAX: OPELIKA, AL .0000% \$.00 Contract: MARKET				
AXIS T8351 Microphone 3.5 mm - microphone	27	3328038	\$141.39	\$3,817.53
Mfg. Part#: 5031-511 UNSPSC: 52161520 TAX: OPELIKA, AL .0000% \$.00 Contract: National IPA Technology Solutions (2018011-01)				
INTUVISION SNGL EDGE F/AXIS CAM LIC	27	5208128	\$324.61	\$8,764.47
Mfg. Part#: IVSEAC Electronic distribution - NO MEDIA TAX: OPELIKA, AL .0000% \$.00				

QUOTE DETAILS (CONT.)				
Contract: National IPA Technology Solutions (2018011-01)				
CISCO DIRECT SC-CIM-LOC-TAAS	70	5217930	\$45.01	\$3,150.70
Mfg. Part#: SC-CIM-LOC-TAAS				
Electronic distribution - NO MEDIA				
TAX: OPELIKA, AL .0000% \$.00				
Contract: National IPA Technology Solutions (2018011-01)				
CISCO DIRECT SC-CIM-LOC-BAAS	70	5217965	\$9.61	\$672.70
Mfg. Part#: SC-CIM-LOC-BAAS				
Electronic distribution - NO MEDIA				
TAX: OPELIKA, AL .0000% \$.00				
Contract: National IPA Technology Solutions (2018011-01)				
CIS DIR 1YR SNET SOLN SUPP TAC ONLY	70	5217969	\$6.38	\$446.60
Mfg. Part#: CON-SSPTS-SCLOCT				
Electronic distribution - NO MEDIA				
TAX: OPELIKA, AL .0000% \$.00				
Contract: National IPA Technology Solutions (2018011-01)				
CIS DIR 1YR SNET SOLN SUPP TAC ONLY	70	5217972	\$1.59	\$111.30
Mfg. Part#: CON-SSPTS-SCLOCB				
Electronic distribution - NO MEDIA				
TAX: OPELIKA, AL .0000% \$.00				
Contract: National IPA Technology Solutions (2018011-01)				

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VENDOR WEBSITE

Overview

Competitively solicited and publicly awarded by: City of Mesa, AZ

Contract #2018011-01

Contract Documents

Contract Term: March 01, 2018 through February 28, 2023

Contact

Contract includes:

Technology & Interactive
Whiteboard Solutions
Products & Services
#R160201

A comprehensive product and service offering including desktops, notebooks, servers, software, peripherals, cloud computing, consulting/analysis, design, technical support, leasing/financing, trade-ins, repair, configuration/system configurations, implementation, training, maintenance, installation, system testing, upgrades, and imaging

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CONTRACT PURCHASING SIMPLICITY

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- Input Devices ▪ Media Supplies ▪ Network Equipment ▪ Printers ▪ Projectors
- Services ▪ Software ▪ Software Licensing ▪ Storage Devices ▪ Systems

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Information Technology Solutions Contract #2018011-01

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For more information, contact your CDW-G account manager or National IPA representative today.

RESOLUTION NO. 186-18

Weed Abatement Assessment - Parcel# .072 Bay Ct.

RESOLUTION NO. _____

**RESOLUTION FIXING AMOUNT OF ASSESSMENT
FOR WEED LIEN AGAINST PROPERTY LOCATED AT
Bay Court, Parcel No. 072.000**

=====

WHEREAS, the weed nuisance growing upon or in front of the property located at Bay Court, 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 Bay Court, a copy of said itemized statement being attached hereto as Exhibit “A”; and

WHEREAS, the 21th day of August, 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 \$176.67 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: Bay Court, 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 43-10-03-08-3-000-072.000 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 21^h day of August, 2018.

President of the City Council

City of Opelika, Alabama

Attest:

R. G. “Bob” Shuman, CMC

City Clerk - City Treasurer

WEED ABATEMENT INVOICE

Date: 08/14/2018

**To: Tom Jones
PO Box 1586
Auburn Al. 36830**

**Property Address:
Bay Court #072.000
Opelika Al. 36801
Parcel # 10-03-08-3-000-072.000**

On June 6, 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>170.00</u>
Certified mail:	<u>6.67</u>
Misc.	<u> </u>
Total	<u>176.67</u>

Attachment: WEED INVOICE #072.000 Bay Ct. (186-18 : Weed Abatement Assessment - Parcel# .072 Bay Ct.)

RESOLUTION NO. 187-18

Weed Abatement Assessment - 205 Vero Ct.

RESOLUTION NO. _____

**RESOLUTION FIXING AMOUNT OF ASSESSMENT
FOR WEED LIEN AGAINST PROPERTY LOCATED AT
205 Vero Ct., Parcel No. 021.000**

=====

WHEREAS, the weed nuisance growing upon or in front of the property located at 205 Vero Ct., parcel no. 021.000 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 205 Vero Ct., a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 21th day of August, 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 \$58.84 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 205 Vero Ct., Parcel no. 021.000 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 43-10-03-08-2-002-021.000 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 21th day of August, 2018.

President of the City Council

City of Opelika, Alabama

Attest:

R. G. "Bob" Shuman, CMC

City Clerk - City Treasurer

WEED ABATEMENT INVOICE

Date: August 14, 2018

**To: Mollie S Cloud
2113 Henderson Dr.
Opelika AL 36801**

**Property Address:
205 Vero Ct.
Opelika AL 36801
Parcel # 10-03-08-2-002-021.000**

On 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:	45.50
Certified mail:	
Misc.	13.34
Total	58.84

Attachment: WEED INVOICE 205 Vero Ct. (187-18 : Weed Abatement Assessment - 205 Vero Ct.)

RESOLUTION NO. 188-18

Weed Abatement Assessment - 810 Williamson Ave

RESOLUTION NO. _____

**RESOLUTION FIXING AMOUNT OF ASSESSMENT
FOR WEED LIEN AGAINST PROPERTY LOCATED AT
810 Williamson Ave, Parcel No. 007.000**

=====

WHEREAS, the weed nuisance growing upon or in front of the property located at 810 Williamson Ave, parcel no.007.000 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 810 Williamson Ave, a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 21th day of August, 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 \$98.34 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 810 Williamson Ave, Parcel no. 007.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-10-04-19-2-000-007.000 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 21th day of August, 2018.

President of the City Council

City of Opelika, Alabama

Attest:

R. G. "Bob" Shuman, CMC

City Clerk - City Treasurer

WEED ABATEMENT INVOICE**Date: 08/14/2018****To: Larry Wakefield
1954 Shades Crest Rd
Vestavia Hills, Al. 35216****Property Address:
810 Williamson Ave
Opelika Al. 36801
Parcel # 10-04-19-2-000-007.000**

On June 25, 2016 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>85.00</u>
Certified mail:	<u>13.34</u>
Misc.	<u> </u>
Total	<u>98.34</u>

Attachment: WEED INVOICE 810 Williamson Ave (188-18 : Weed Abatement Assessment - 810 Williamson Ave)

RESOLUTION NO. 189-18

Weed Abatement Assessment - 814 Donald Ave

RESOLUTION NO. _____

**RESOLUTION FIXING AMOUNT OF ASSESSMENT
FOR WEED LIEN AGAINST PROPERTY LOCATED AT
814 Donald Ave, Parcel No. 149.000**

=====

WHEREAS, the weed nuisance growing upon or in front of the property located at 814 Donald Ave, parcel no. 149.000 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 814 Donald ave, a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 21th day of August, 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 \$72.49 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 814 Donald Ave, Parcel no. 149.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-10-04-18-2-002-149.000 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 21th day of August, 2018.

President of the City Council

City of Opelika, Alabama

Attest:

R. G. "Bob" Shuman, CMC

City Clerk - City Treasurer

WEED ABATEMENT INVOICE

Date: August 14, 2018
To: Estelle Russaw Estate c/o Bertha Phipps
13636 Santa Rose Dr.
Detroit MI 48238

Property Address:
814 Donald Ave
Opelika Al. 36801
Parcel # 10-04-18-2-002-149.000

On June 22, 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>59.15</u>
Certified mail:	<u>13.34</u>
Misc.	<u> </u>
Total	<u>72.49</u>

Attachment: WEED INVOICE 814 Donald Ave (189-18 : Weed Abatement Assessment - 814 Donald Ave)

RESOLUTION NO. 190-18

Service Agreement for Grant Writer

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH
L.P. CAMPBELL COMPANY**

WHEREAS, the City of Opelika recognizes the value of retaining the service of a professional grant writer to assist the City in securing grant assistance; and

WHEREAS, L.P. Campbell Company is qualified to provide such service.

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

1. That the Mayor is authorized to enter into the Service Agreement with L.P. Campbell Company for a period of one year commencing August 17, 2018 and ending August 16, 2019 at an annual fee of \$ 20,000 to be paid in equal quarterly installments; and

2. That the Mayor is authorized to enter into the Service Agreement with L.P. Campbell Company on behalf of the City of Opelika.

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

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

ATTEST:

CITY CLERK

**PROFESSIONAL SERVICE AGREEMENT
BETWEEN
L.P. CAMPBELL COMPANY
AND
CITY OF OPELIKA, ALABAMA**

This Service Agreement is between L.P. Campbell Company (hereinafter referred to as “Consultant”) and the City of Opelika, Alabama (hereinafter referred to as “Client”).

It is understood by the Consultant and the Client, and as consideration for the formation of this agreement that the Client desires assistance in its effort to obtain federal, state, and private funding for local projects and programs; and that the Consultant is capable of providing services which will assist the Client in identifying and securing grant funding federal, state, and private funding for the Client’s local projects and programs.

In further consideration of the mutual promises herein contained it is agreed as follows:

The Service Agreement will become effective and shall remain in effect for twelve months from August 17, 2018 through August 16, 2019.

The Consultant will provide the Client with the following services:

1. Information on federal, state, and private grant and/or local programs as requested by the Client or as deemed appropriate by the Consultant.
2. Preparation of all grant applications as authorized by the Mayor and/or City Council for submission to federal/state agencies.
3. Site visits by the Consultant for the purpose of developing and/or preparing grant/loan applications.
4. Reports on the status of work being accomplished by the Consultant on behalf of the Client.

It is understood by both parties that in order to undertake the above services that:

The Consultant will receive guidance from and coordinate all grant application activities through the Office of the Opelika City Administrator.

The Client will provide the Consultant with all necessary data and materials requested by the Consultant for preparation of loan and grant applications; and

SERVICE AGREEMENT**Page 2**

The Consultant reserves the right to refuse to prepare an application based on an assessment by the Consultant that the project for which the funds are requested is inappropriate or noncompetitive for the program through which the funds are to be requested.

The Client is wholly and completely responsible for the administration of grant programs awarded to the Client unless the Client and the Consultant have entered into a separate contract detailing services to be performed by the Consultant.

In consideration for the services provided by the Consultant, the Client agrees to pay the Consultant an annual non-refundable fee of \$ 20,000 beginning August 17, 2018; to be paid in equal quarterly installment payments of \$ 5,000.

The undersigned acknowledges, confirms, and certifies that he/she is authorized to enter into this Agreement by and on behalf of L.P. Campbell Company and the City of Opelika, Alabama.

In witness, whereof, we have executed this Agreement effective the 18th day of August 2018.

L.P. CAMPBELL COMPANY**CITY OF OPELIKA, ALABAMA**

BY: _____

Louise Pryor Campbell
Owner, L.P. Campbell Company

BY: _____

Gary Fuller
Mayor, City of Opelika

DATE: _____

DATE: _____

RESOLUTION NO. 191-18

Lease Agreement with Heritage Baptist Church

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AND APPROVING A PERSONAL PROPERTY LEASE
AGREEMENT BY AND BETWEEN HERITAGE BAPTIST CHURCH, INC.****AND THE CITY OF OPELIKA, ALABAMA**

WHEREAS, Heritage Baptist Church, Inc. (the “Church”) is the owner of 125 chairs now situated in the auditorium of the Southside Center for the Arts and one twelve-foot classroom divider (the “Personal Property”); and

WHEREAS, the City of Opelika, Alabama (the “City”) desires to lease said Personal Property for use by the Opelika Municipal Court on each Wednesday during the term of the Lease; and

WHEREAS, the City Council deems it advisable, necessary, appropriate and in the public interest for the City to enter into a Personal Property Lease Agreement with the Church for the use of said Personal Property; and

WHEREAS, a proposed Personal Property Lease Agreement (the “Lease Agreement”) has been prepared and submitted to the City Council for approval and the City Council has determined that it is now in the best interest of the City and its citizens to authorize and approve said Lease Agreement.

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

1. That the proposed Lease Agreement to be entered into between the City and the

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

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

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

4. That the annual rent to be paid to the Church pursuant to said Lease Agreement shall be paid from the Municipal Fund, and the Controller is hereby authorized to make all necessary and appropriate budget and accounting entries necessary to implement this Resolution.

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

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

PRESIDENT OF THE CITY COUNCIL
OF THE CITY OF OPELIKA

ATTEST:

CITY CLERK

PERSONAL PROPERTY LEASE AGREEMENT

THIS PERSONAL PROPERTY LEASE AGREEMENT (“Lease”) is made and effective on August ____, 2018, by and between Heritage Baptist Church, Inc., an Alabama non-profit corporation (the “LESSOR”), and the City of Opelika, Alabama, a municipal corporation (the “LESSEE”).

For and in consideration of the terms, conditions and mutual covenants contained herein and other good and valuable consideration received by each party the sufficiency of which are hereby acknowledged, the LESSOR and LESSEE agree as follows:

1. **Leased Personal Property.** LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR the following described personal property (the “Property”):

One hundred twenty-five (125) chairs now situated in the auditorium of the Southside Center for the Arts located at 1103 Glenn Street and one (1) twelve-foot classroom divider.

The LESSEE shall have the exclusive use and possession of the Property on each Wednesday during the term of the Lease from 8:00 a.m. until 5:30 p.m. At 5:30 p.m. on each Wednesday, the LESSEE shall return the Property to the LESSOR.

2. **Term.** The term of this Lease shall commence on August 15, 2018 and shall expire on August 14, 2019.

3. **Rent.** In consideration for the rental of the Property, LESSOR shall pay to the LESSEE one lump sum annual rental payment in the amount of \$5,200.00. Annual rent shall be paid before September 1, 2018.

4. **Use.** LESSEE shall use the Property in a careful and proper manner and shall comply with and will conform to all federal, state, municipal and other laws, ordinances and

regulations in any matter relating to the possession, use or maintenance of the Property. The Property shall be used only for Opelika Municipal Court on each Wednesday during the term between the hours of 8:00 a.m. and 5:30 p.m.

5. **Disclaimer of Warranties.** LESSOR disclaims all any and all warranties, express or implied, including, but not limited to implied warranties of merchantability and fitness for a particular purpose, except that LESSOR warrants that LESSOR has the right to lease the Property, as provided in this Lease. The LESSEE accepts the Property in “AS IS” condition.

6. **Loss and Damage.**

(a) The LESSEE hereby assumes and shall bear the risk of loss and damage to the Property from any and every cause whatsoever while the Property is in the possession of the LESSEE. The LESSOR assumes and shall bear the risk of loss and damage to the Property while the Property is in the possession of LESSOR.

(b) In the event of any loss or damage of any kind whatsoever to the Property or any part thereof while in the possession of the LESSEE, LESSEE shall:

- (i) Repair or replace the same; or
- (ii) Pay to LESSOR the replacement cost of the Property or any part thereof.

7. **Surrender.** Upon the expiration of this Lease, LESSEE shall return the Property to LESSOR in good repair, condition and equal working order as was received, with exception of ordinary wear and tear resulting from proper use thereof, by surrendering the Property to LESSOR.

8. **Ownership.** The Property is and, at all times, shall remain the sole and exclusive property of LESSOR, and LESSEE shall have no right, title or interest therein or thereto except as expressly set forth in this Lease.

9. **Liens and Encumbrances.** LESSOR shall keep the Property free and clear of all liens, levies and other encumbrances. LESSOR shall pay all taxes, fees and governmental charges, together with any penalties or interest thereon, imposed by any federal, state or local governmental agency or department thereof, upon the Property or the use, operation or leasing of the Property or otherwise in any manner with respect thereto.

10. **Indemnity.** To the fullest extent permitted by law, LESSEE shall indemnify and hold LESSOR harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages, liabilities (including reasonable attorney's fees) and costs arising out of, connected with, or resulting from LESSEE's use of the Property.

11. **Default.** If the LESSEE fails to pay any rent or other amount herein provided within thirty (30) days after the same is due and payable, or if LESSEE fails to observe, keep or perform any other provision of this Lease required to be observed, kept or performed by LESSEE, after thirty (30) days' notice to LESSEE, LESSOR shall have the right to exercise one or more of any of the following remedies:

- (a) To declare the entire amount of rent hereunder immediately due and payable without notice or demand to LESSEE.
- (b) To sue for and recover all rents or payments, that accrued or hereafter accrue.
- (c) Take possession of the property.
- (d) To terminate this Lease.
- (e) To pursue any other remedy at law or in equity.

All LESSOR's remedies are cumulative and may be exercised concurrently or separately.

If LESSOR fails to observe, keep or perform any provision of this Lease required to be observed, kept or performed by LESSOR, LESSEE may pursue any remedy at law or in equity. All LESSEE's remedies are cumulative and may be exercised concurrently or separately.

12. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties on the subject matter hereof, and it shall not be amended, altered or changed except by a further writing signed by the parties hereto.

13. **Notices.** Services of all notices under this Lease shall be sufficient if given personally or mailed certified, return receipt requested, postage prepaid, at the addresses set forth below or to such address as each party may provide in writing from time-to-time:

IF TO LESSOR:	IF TO LESSEE:
Thad Endicott	City of Opelika
Pastor	Attn: Mayor
Heritage Baptist Church	P.O. Box 390
1315 County Road 539	Opelika, AL 36803
Valley, AL 36854	

14. **Assignment.** LESSEE shall not assign this Lease or its interest in the Property without the prior written consent of LESSOR.

15. **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed as of the day and date first above written.

**HERITAGE BAPTIST CHURCH, INC.
LESSOR**

By: _____
THAD ENDICOTT, ITS PASTOR

**THE CITY OF OPELIKA, ALABAMA,
a municipal corporation
LESSEE**

GARY FULLER, ITS MAYOR

ATTEST:

**ROBERT G. SHUMAN
CITY CLERK**

Attachment: PERSONAL PROPERTY LEASE AGREEMENT HERITAGE 080818 (191-18 : Lease Agreement with Heritage Baptist Church)

RESOLUTION NO. 192-18

Conveyance of Property to the City for a new Park.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE DONATION AND
CONVEYANCE OF CERTAIN REAL PROPERTY FROM THE HENRY J. STERN
FAMILY FOUNDATION AS A GIFT TO THE CITY OF OPELIKA, ALABAMA FOR
USE AS A COMMUNITY PARK; AND THE NAMING OF SAID PUBLIC PARK**

AS “THE HENRY AND ROSLYN STERN COMMUNITY PARK”

WHEREAS, the Henry J. Stern Family Foundation, an Alabama non-profit corporation (the “Grantor”) owns certain real property located at 409/415 1st Avenue lying and being situated in the City of Opelika (the “Property”) as is more particularly described, to-wit:

Lot 1-A, Lot 1-B, Lot 1-C, Lot 1-D, Lot 2-E, Lot 2-F and Lot 2-G, of Block 41 according to and as shown by Totten’s Official Real Estate Map of the City of Opelika, Alabama, which is of record in Town Plat Book 2, at Page 9 in the Office of the Judge of Probate of Lee County, Alabama.

; and

WHEREAS, said Property was developed for use as a community park (the “Park”) by Virginia H. Stern and Henry J. Stern, Jr., children of the Foundation founder, Henry J. Stern; and

WHEREAS, said community park features walking paths, a fenced-in dog park, a picnic area, a “Little Free Library”, Clock Tower feature and a caboose relocated from the City’s train depot; and

WHEREAS, said community park was designed by landscape designer Morgan Beadles, the Curator of Auburn University’s Davis Arboretum; and

WHEREAS, the Clock Tower, an architecturally significant feature in the Park, was

donated by the Opelika Kiwanis Club in honor of Henry J. Stern, a longstanding member of said Club for more than forty years; and

WHEREAS, Scott Bridge Company played a significant role in the success of the Community Park Project by moving the Caboose from the Train Depot to the Park; and

WHEREAS, the Grantor desires to voluntarily convey the Property and all improvements thereon, as a donation to the City of Opelika (the “City”), to be owned, held and operated as a community park; and

WHEREAS, the City desires to accept the donation of the Property and has determined that it is in the public interest for the City to accept the donation and conveyance of the Property; and

WHEREAS, the City Council desires to authorize the Mayor to execute such documents and to expend such funds as are necessary to complete the donation and conveyance of the Property to the City; and

WHEREAS, Henry J. Stern was a lifetime resident of Opelika and was active in the business, civic and humanitarian affairs of his community; and

WHEREAS, Henry J. Stern served as Director of the Opelika Chamber of Commerce from 1977 until his retirement in 1988; and

WHEREAS, Henry J. Stern was a member of many community, civic and charitable organizations; and

WHEREAS, many citizens referred to Henry as “Mr. Opelika”; and

WHEREAS, Henry J. Stern gave much of his time and talents to the City of Opelika, and

his death removes one of its most valued members; and

WHEREAS, on June 23, 1961 Henry J. Stern married Opelika native Roslyn Brock; and

WHEREAS, Roslyn Brock Stern spent her early childhood years in the Edge Court neighborhood and its people would remain significant throughout her life; and

WHEREAS, Roslyn Brock Stern, an accomplished artist, taught art and heritage education at Opelika Junior High School for 27 years; and

WHEREAS, Roslyn Brock Stern was a passionate, energetic, hands-on educator who cared for her students and wanted them to be successful; and

WHEREAS, Roslyn Brock Stern was a founding member of the Arts Association of East Alabama and was a tireless advocate of the visual arts; and

WHEREAS, Roslyn Brock Stern served on the Board of Directors for the Alabama State Council on the Arts for many years; and

WHEREAS, the City Council wishes to recognize and honor Roslyn's life and her legacy of public service; and

WHEREAS, the City Council desires to pay tribute to Henry and Roslyn Stern for their many generous deeds and sacrifices that are etched into the memories of the people of this community.

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

1. That the City Council hereby authorizes the acceptance of the donation and the conveyance of the Property from the Grantor as a donation to the City of Opelika for use as a

community park and approves the statutory warranty deed of gift in substantially the form attached hereto Exhibit “A”.

2. That the Mayor, City Clerk and City Attorney are hereby authorized and directed to execute any and all documents necessary to effect the donation and conveyance of the Property as a donation to the City of Opelika, including, without limitation the acceptance and recordation of the deed. The Mayor is hereby authorized to pay any ad valorem taxes due to be paid on the Property

3. In memory of Henry J. Stern and Roslyn Brock Stern, the Property shall henceforth be known and designated as the “Henry and Roslyn Stern Community Park”.

4. That the Mayor and City Council express their appreciation to the Opelika Kiwanis Club for its donation of the Clock Tower.

5. That the Mayor and City Council express their appreciation to Scott Bridge Company for its assistance in relocating the Caboose.

6. That a copy of the Resolution shall be transmitted to the children of Henry J. Stern, namely, Virginia H. Stern and Henry J. Stern, Jr.

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

GRANTEE'S ADDRESS:

City of Opelika
204 South 7th Street
Opelika, AL 36801

NO TITLE OPINION RENDERED

STATE OF ALABAMA	)	
	:	STATUTORY WARRANTY DEED OF GIFT
COUNTY OF LEE	)	

KNOW ALL MEN BY THESE PRESENTS, that without consideration and for the purpose of making a donation and gift, the undersigned HENRY J. STERN FAMILY FOUNDATION., an Alabama non-profit corporation (hereinafter sometimes referred to as "Grantor") does hereby give, donate, grant, release and convey unto CITY OF OPELIKA, ALABAMA, a municipal corporation, (hereinafter sometimes referred to as "Grantee"), the following described real property situated in Opelika, Lee County, Alabama, and being more particularly described as follows, to-wit:

Lot 1-A, Lot 1-B, Lot 1-C, Lot 1-D, Lot 2-E, Lot 2-F and Lot 2-G, of Block 41 according to and as shown by Totten's Official Real Estate Map of the City of Opelika, Alabama, which is of record in Town Plat Book 2, at Page 9 in the Office of the Judge of Probate of Lee County, Alabama.

Being the identical property conveyed by warranty deed dated April 29, 2016 from Dill Properties, LLC, to Henry J. Stern Family Foundation of record in Deed Book 2483 at Page 837 in the Office of the Judge of Probate of Lee County, Alabama.

This conveyance is made subject to any and all restrictions, reservations, exceptions, covenants, conditions, easements, and right-of-ways affecting said property which are recorded in the Office of the Judge of Probate of Lee County, Alabama, or which may be evidenced by possession, use of survey.

TO HAVE AND TO HOLD THE AFORESAID PREMISES to the said Grantee, its

successors and assigns, in fee simple forever.

IN WITNESS WHEREOF, Henry J Stern Family Foundation., has caused this instrument to be executed for it and in its name and its seal to be hereto affixed and attested by its President and Secretary this the ____ day of _____, 2018.

HENRY J. STERN FAMILY FOUNDATION,
An Alabama non-profit corporation

BY: _____
VIRGINIA H. STERN,
ITS PRESIDENT

ATTEST:

HENRY J. STERN, JR.,
ITS SECRETARY

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that VIRGINIA H. STERN and HENRY J STERN, JR., whose names as President and Secretary of HENRY J. STERN FAMILY FOUNDATION, an Alabama non-profit corporation, are signed to the foregoing conveyance and who are known to me, acknowledged before me on this date, that, being informed of the contents of said instrument, they, as such officers of HENRY J STERN FAMILY FOUNDATION, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

GIVEN under my hand and official seal of office this the ____ day of _____, 2018.

NOTARY PUBLIC
My Commission Expires: _____

This document prepared by:
Guy F. Gunter, III
City Attorney
City of Opelika
P.O. Box 390
Opelika, AL 36803
334-705-2074
334-705-5515 (facsimile)
ggunter@opelika-al.gov

RESOLUTION NO. 193-18

Agreement with Constantine Engineering, PW

Agreement for Professional Services

RESOLUTION NO. _____

**RESOLUTION APPROVING AGREEMENT FOR PROFESSIONAL SERVICES
WITH CONSTANTINE ENGINEERING, INC.**

WHEREAS, Constantine Engineering, Inc., (“Constantine”) provides diversified engineering technology, construction and management services to utility systems throughout the Southeast United States; and

WHEREAS, the City of Opelika, Alabama (the “City”) has determined that there is a need for professional engineering and technical services to update and re-write the Public Works Manual; the Subdivision regulations and

WHEREAS, City staff recommends Constantine to perform said services; and

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

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

1. That the Agreement to be entered into by and between Constantine and the City in an amount not to exceed \$25,000, a copy of which is attached hereto and marked Exhibit “A”, be

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

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

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

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

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

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

Attest:

Robert G. Shuman

City Clerk - Treasurer



STANDARD AGREEMENT—ATTACHMENT A

Professional Engineering Services for Updating the Public Works Manual for the City of Opelika, Alabama

Article A. Purpose

The purpose of this Agreement is to authorize and direct Constantine Engineering, Inc. (CONSULTANT) to proceed with professional engineering and technical services to the City of Opelika, AL (CLIENT) for the Public Works Manual Update Project (PROJECT). The specific services that are included are described in "Article B. Scope of Services."

Article B. Scope of Services:

The CONSULTANT agrees to furnish general professional engineering and technical services to CLIENT for the work to update the City of Opelika Public Works Manual in accordance with City construction and subdivisions standards. The professional and technical services that may be provided as part of the Project include:

- CONSULTANT shall attend meetings as may be reasonably necessary to collect information and data, to review modifications to the documents and to make presentations to stakeholders.
- CONSULTANT shall collect and review pertinent information and data regarding the PROJECT. Information and data that may be reviewed includes but is not limited to the following:
 - Existing City of Opelika Public Works Manual
 - Existing City of Opelika Subdivision Manual
 - Materials from other local utilities
- CONSULTANT agrees to furnish general professional engineering and technical services required to update the City of Opelika Public Works Manual in accordance with City construction and subdivisions standards. The project includes review of the existing Public Works Manual, Details, and Subdivision Regulations and current City standards for the City of Opelika, Alabama (CLIENT), as well as manuals, details, and regulations and standards from other local utilities. CONSULTANT shall update the CLIENT's documents to appropriately reflect the most recent and applicable information available from these sources.
- The CONSULTANT will develop a complete and comprehensive design manual that will include Public Works Standards, Subdivision Standards, and standard details and drawings.

- CONSULTANT will review other agency materials and compare the CLIENT's current standards to theirs and compile a new Public Works Manual that is consistent with current industry standards. Standard details will be updated and brought to current industry standards.
- CONSULTANT will coordinate with the CLIENT's staff during manual and detail revisions. Two formal review meetings will be attended during document writing.
- CONSULTANT shall provide six (6) copies of the manual and details as well as an electronic PDF of the manual and details in AutoCAD format that can be uploaded to the CLIENT's website for public use design and construction assistance. CONSULTANT does not propose to perform any website services in this Scope of Services.

The following services are not included as part of this scope of services and would be performed only as authorized by the CLIENT. Authorization to proceed would be in the form of a revision to this scope of services.

- Updating or including land development or permitting requirements, including zoning changes and zoning restrictions.

Article C. Compensation Provisions:

As compensation for providing the scope of services described within Article A. Scope of Services, CLIENT shall pay CONSULTANT in accordance with Provision 8 of the AGREEMENT between the parties (AGREEMENT), based on the CONSULTANT's Per Diem Rates for the actual time worked, plus Direct Expense incurred for the Project. The budget ceiling for this Scope of Services is \$25,000.00.

The budget ceiling for the PROJECT was developed from estimates of the level of effort required to perform the proposed services based on CONSULTANT'S experience and engineering judgment. As such, the budget ceiling is an approximation made without detailed information and the actual costs of the scope of services shall depend on actual labor and expenses, regulations and other variables. CONSULTANT shall keep CLIENT informed of progress so that the budget and/or work effort can be adjusted if found necessary. CONSULTANT is not obligated to incur costs beyond the indicated budget ceiling, as may be adjusted, nor is CLIENT obligated to pay CONSULTANT beyond these limits.

Article D. Period of Service:

The schedule for the Project within this Task Order is as follows:

Authorization to Proceed
Termination of Task Order

August 1, 2018
December 30, 2018

***** END *****

PROVISIONS

1. AUTHORIZATION TO PROCEED

Unless otherwise provided for in this AGREEMENT, execution of this AGREEMENT by CLIENT will be authorization for Constantine Engineering to proceed with the Scope of Services defined above.

2. AFFILIATED COMPANIES

Work performed under this AGREEMENT may be performed using labor from Constantine Engineering affiliated companies. Such labor will be billed to OWNER under the same billing terms applicable to Engineer's employees.

3. PER DIEM RATES

Constantine Engineering's Per Diem Rates, when the basis of compensation, are those hourly or daily rates charged for work performed on the Project by Constantine Engineering's employees of the indicated classifications. These rates are included as Exhibit 1 and are subject to annual calendar year adjustments; include all allowances for salary, overheads and fees; but do not include allowances for Direct Expenses unless modified by changes to this AGREEMENT.

4. AMOUNT AND METHOD OF PAYMENT

Constantine Engineering will submit invoices monthly covering services completed to date, and as applicable, for materials and equipment delivered and stored on-site or off-site. Each invoice will be prepared in Constantine Engineering's standard form and supported by documentation. Within 10 days of receipt of the invoice, CLIENT shall give detailed, written notice of any sums which it may reasonably dispute or contest. If the parties are unable to resolve the matter within 15 days, only that portion so reasonably contested may be withheld from payment to Constantine Engineering.

Compensation for Scope of Services defined in this AGREEMENT will be based on either a lump sum amount basis, or on Constantine Engineering's Per Diem Rates, for the actual time worked on the Project. Constantine Engineering also will be compensated for Direct Expenses incurred for the Project, plus a service charge of 10 percent of Direct Expenses, plus applicable sales, use, value-added, business transfer, gross receipts, or other similar taxes, unless modified by subsequent changes to the AGREEMENT or unless compensation is based on a lump sum amount and these costs are included in the lump sum.

Direct Expenses are those necessary costs and charges incurred for the Project, including, but not limited to: (1) the direct costs of transportation, meals and lodging, mail, subcontracts and outside services; special CLIENT-approved Project-specific insurance, letters of credit, bonds, and equipment and supplies; (2) Constantine Engineering's current standard rate charges for direct use of Constantine Engineering's vehicles, laboratory tests and analyses, word processing, computers and communication, printing, binding and reproduction services, and certain field equipment; and (3) Constantine Engineering's standard project charges for special health and safety requirements of OSHA.

5. DELAY IN PAYMENT

If CLIENT fails to pay Constantine Engineering within 30 calendar days after receipt of any invoice, Constantine Engineering will be entitled to any or all of the following:

5.1 Interest. CLIENT will be charged interest at the rate of 1-1/2% per month, or that permitted by law if lesser, on all past-due amounts starting 30 calendar days after receipt of invoice. Payments will first be credited to interest and then to principal.

5.2 Suspension of Work. If CLIENT fails to make payment in full within 30 calendar days of the date due for any undisputed billing, Constantine Engineering may, after giving 7 calendar days' written notice to CLIENT, suspend Services under this AGREEMENT until paid in full, including interest. Constantine Engineering shall be entitled to an adjustment in compensation and the work schedule for the affected Scope of Services pursuant to Section 8.

6. CHANGES

6.1 Written Authorization. CLIENT may, at any time, by written amendment to this AGREEMENT, make changes in the Scope of Services or work to be performed within the general scope of this AGREEMENT.

8.2 Adjustment for Delay or Suspension of Work. If the performance of all or any part of Constantine Engineering's services is suspended, delayed, or interrupted for the convenience of CLIENT, an appropriate extension of time and compensation for the affected services shall be made, and the AGREEMENT modified in writing accordingly. In the event Constantine Engineering is delayed in performance of Services by any act or neglect of CLIENT, the CLIENT, or anyone for whom CLIENT is responsible or by Acts of God, strikes, lockouts, accidents, or other events beyond the control of Constantine Engineering, then Constantine Engineering's compensation and the work schedule for the affected services shall be equitably adjusted in writing. In the event delays to the services is encountered for any reason, the parties agree to undertake reasonable steps to mitigate the effect of such delays.

9. TERMINATION OF AGREEMENT

9.1 Written Notice. This AGREEMENT may be terminated for convenience on 30 calendar days' written notice or for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 calendar days of written notice and diligently complete the correction thereafter.

9.2 Adjustment for Services Performed. In the event that this AGREEMENT is terminated by either the CLIENT or Constantine Engineering, Constantine Engineering shall be compensated for all services satisfactorily performed to the date of termination including reimbursable expenses, then due, mobilization and demobilization, and subcontractor termination costs. Such compensation shall be based on the arrangement set forth in the AGREEMENT. For those portions of services rendered to which this arrangement cannot be applied, payments shall be based upon reasonable rates for Constantine Engineering's actual time spent on the work.

10. INSURANCE

10.1 Constantine Engineering's Coverage. Prior to commencing work, Constantine Engineering shall obtain and maintain in effect for the duration of this AGREEMENT at its own cost and expense the following insurance with insurance companies licensed in the State and shall provide certificates evidencing such insurance, including coverage for contractual liability, to CLIENT in a standard form of certificate.

10.2 Additional Insured. The policies or certificates for general and motor vehicle liability insurance shall name CLIENT and the CLIENT as an Additional Insured.

10.3 Certificate of Insurance. All policies, or certificates therefore, shall provide that 30 days prior to cancellation or material change in the policies, notice of same shall be given to CLIENT by certified mail, return receipt requested, for all policies so affected.

10.4 Minimum Coverage. The minimum required coverage is the following:

10.4.1 Worker's Compensation and Employer's Liability. Worker's Compensation and Employer's Liability in compliance with the statutory requirements of the State.

10.4.2 General Liability. Comprehensive general liability insurance covering operations, completed operations, contractual agreements, and independent contractors, each with minimum limits of liability as set forth below, issued to and covering the liability of Constantine Engineering with respect to all work performed by Constantine Engineering under this AGREEMENT.

Bodily Injury, including death:
\$1,000,000 each person
\$1,000,000 each accident
Property Damage: \$500,000 each accident

10.4.3 Motor Vehicle Liability. Motor vehicle liability insurance including all owned, hired, or non-owned vehicle equipment for minimum limits of:

Bodily Injury, including death:
\$1,000,000 each person
\$1,000,000 each accident
Property Damage: \$500,000 each accident

10.4.4 Professional Liability. Professional liability insurance in an amount of at least \$1,000,000 total limit of liability per claim and aggregate with a maximum deductible amount of \$50,000.

11. GENERAL PROVISIONS

CONSTANTINE ENGINEERING, INC.
STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

11.1.2 To the extent allowed by law, CLIENT agrees to indemnify Constantine Engineering from any claims, damages, losses, and costs, including, but not limited to, reasonable attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of CLIENT, or its employees or contractors in connection with Services performed under this AGREEMENT.

11.2 Successors. This AGREEMENT is binding on the successors and assigns of CLIENT and Constantine Engineering. The AGREEMENT may not be assigned in whole or in part to any third parties without the written consent of both CLIENT and Constantine Engineering.

11.3 Independent Contractor. Constantine Engineering represents that it is an independent contractor and is not an employee of CLIENT and Constantine Engineering shall be solely responsible for withholding of all taxes, social security and insurance payments for its employees or agents.

11.4 Interpretation. Interpretation and enforcement of this AGREEMENT shall be in accordance with the laws of the State of Florida.

11.5 Notices. Written notices may be delivered in person or by certified mail, or by facsimile, or by courier. All notices shall be effective upon the date of receipt by the party. Notices shall be delivered or sent to the designated representative of the other party at the address given on the last page of this AGREEMENT. An address may only be changed by written notice.

11.6 Entire Agreement. This AGREEMENT, including any schedules, attachments and referenced documents, is the entire agreement between CLIENT and Constantine Engineering. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this AGREEMENT shall be in writing and signed by CLIENT and Constantine Engineering.

11.7 Waivers and Severability. A waiver or breach of any term, condition, or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this AGREEMENT invalid, illegal, or otherwise unenforceable, the remaining provisions of the AGREEMENT shall remain in full force and effect. Limitations of liability, indemnities, and other express representations shall survive termination of this AGREEMENT for any cause.

11.10 Covenants.

11.10.1 The standard of care applicable to Constantine Engineering's engineering or related services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time said services are performed. Constantine Engineering will re-perform any engineering or related services not meeting this standard without additional compensation. Constantine Engineering shall be solely responsible for adequate management and supervision of its employees, agents, and its subcontractors, the means, methods and techniques of performing its services and the technical accuracy and adequacy of reports of analysis and other deliverables required under this AGREEMENT.

11.10.2 Constantine Engineering warrants that it will perform its services in accordance with and comply with applicable Federal, State and local laws, ordinances, and regulations, including but not limited to, applicable provisions of the Federal Clean Air Act, as amended and the Federal Occupational Health and Safety Act, as amended at the time said services are performed.

11.11 Lower-Tier Subcontractors. Constantine Engineering warrants that it will not subcontract any portion of the services to be performed under this AGREEMENT without the prior written consent of CLIENT, which consent may be withheld at CLIENT's sole discretion. Constantine Engineering warrants that it will bind all approved, lower-tier subcontractors to the provisions of this AGREEMENT. However, neither this AGREEMENT, nor any lower-tier subcontractors will create any contractual relationship between any lower tier subcontractor and CLIENT or its consultants, nor shall CLIENT or its consultants have any liability to any lower-tier subcontractor. Constantine Engineering shall be solely responsible for the satisfactory performance of services subcontracted by Constantine Engineering.

11.12 Confidentiality. Constantine Engineering warrants that it will not disclose and will hold confidential all technical data or other information furnished to Constantine Engineering by CLIENT, or reviewed or generated by Constantine Engineering, including without limitation, all data reports, opinions, conclusions, or recommendations prepared by Constantine Engineering.

11.14 General Constantine Engineering Obligations. In addition to the specific Scope of Service(s) required by this AGREEMENT, Constantine Engineering shall be responsible for the following:

11.14.1 Constantine Engineering shall designate in writing a person to act as Constantine Engineering's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have complete authority to receive instructions and information from CLIENT and interpret and define Constantine Engineering's policies, specifications, and reports.

11.14.2 Constantine Engineering shall retain complete and accurate analytical and financial records of all work performed pursuant to this AGREEMENT for the period of two years following completion of services specified in the AGREEMENT. This record retention period may, upon notice to Constantine Engineering by CLIENT, be automatically extended during the course of any administrative or judicial action involving the CLIENT regarding matters to which the records are relevant.

11.15 No Third Party Beneficiary Rights. Nothing in this AGREEMENT shall be interpreted or construed to give any rights or benefits to anyone other than Constantine Engineering, and CLIENT. Therefore, there are no third party beneficiaries of this AGREEMENT.

11.16 Order of Precedence. In the event of conflict between provisions of this AGREEMENT, the conflict or ambiguities shall be resolved by giving precedence as follows: (a) this AGREEMENT, and (b) the Contract's terms and provisions.

11.17 Publicity. Constantine Engineering shall not disclose the CLIENT's name if known to Constantine Engineering or the nature of its services being provided under this AGREEMENT, or engage in any other publicity or public media disclosures with respect to its services to be performed under this AGREEMENT without the prior written consent of CLIENT.

11.18 Limitations of Liability

11.18.1 To the maximum extent permitted by law, Constantine Engineering's liability for CLIENT's damages under this AGREEMENT will not, in the aggregate, exceed the value of the AGREEMENT, whether such liability arises out of breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action.

11.18.2 To the maximum extent permitted by law, Constantine Engineering and Constantine Engineering's affiliated corporations, officers, employees, and subcontractors shall not be liable for CLIENT's special, indirect, or consequential damages, whether such damages arise out of breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action. In order to protect Constantine Engineering against indirect liability or third-party proceedings, CLIENT will indemnify Constantine Engineering for any such damages.

11.18.3 This article takes precedence over any conflicting article of this AGREEMENT or any document incorporated into it or referenced by it.

11.19 Constantine Engineering's Personnel at Construction Site.

11.19.1 The presence or duties of Constantine Engineering's personnel at a construction site, whether as onsite representatives or otherwise, do not make Constantine Engineering or Constantine Engineering's personnel in any way responsible for those duties that belong to CLIENT and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and any health or safety precautions required by such construction work.

11.19.2 Constantine Engineering and Constantine Engineering's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Constantine Engineering's own personnel.

11.19.3 The presence of Constantine Engineering's personnel at a construction site is for the purpose of providing to CLIENT a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept

CONSTANTINE ENGINEERING, INC.
STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

12.2 Advertisements, Permits, and Access. CLIENT will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for Constantine Engineering's services or Project construction.

12.3 Reuse of Project Documents. All reports, drawings, specifications, documents, and other deliverables of Constantine Engineering, whether in hard copy or in electronic form, are instruments of service for the pertinent Scope of Services, whether the services are completed or not. CLIENT agrees to indemnify Constantine Engineering and Constantine Engineering's officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees arising out of or related to the unauthorized reuse, change or alteration of these documents.

12.4 Constantine Engineering's Deliverables. Constantine Engineering's deliverables, including record drawings, are limited to the sealed and signed hard copies. Computer-generated drawing files furnished by Constantine Engineering are for CLIENT's or others' convenience. Any conclusions or information derived or obtained from these files will be at user's sole risk.

12.5 Legal Assistance. The Scope of Services in this AGREEMENT does not include costs of Constantine Engineering for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by CLIENT. All such services required or requested of Constantine Engineering by CLIENT, except for suits or claims between the parties to this AGREEMENT, or where both are parties to a suit or claim, will be reimbursed as mutually agreed, and payment for such services will be in accordance with a separate Agreement. That, CLIENT will pay Constantine Engineering for labor and expenses incurred in satisfying the requirements and assisting in any audit required by CLIENT, the United States Environmental Protection Agency, and Comptroller General, the United States Department of Labor, the State Regulatory Agency or any of their duly authorized representatives unless the necessity of the audit is caused by Constantine Engineering's negligence. The basis of payment will be defined as a change to this AGREEMENT

13. ATTACHMENTS, SCHEDULES, AND SIGNATURES

13.1 This AGREEMENT, including its attachments and schedules, constitutes the entire AGREEMENT, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. Attached included are:

1. Constantine Engineering Standard Per Diem Rate Schedule for Fiscal Year 2018

13.2 Execution Authority. This AGREEMENT is a valid and authorized undertaking of CLIENT and Constantine Engineering. The representatives of CLIENT and Constantine Engineering who have signed on page 1 of this AGREEMENT have been authorized to do so.

CLIENT	CONSTANTINE ENGINEERING, INC.
Address for Giving Notices:	Address for Giving Notices
ESG Operations	Constantine Engineering, Inc.
Mr. Mike Hilyer 700 Fox Trail Opelika, AL 36801	Mr. James P. Kizer, Jr., P.E. 1988 Lewis Turner Boulevard Fort Walton Beach, FL 32547

***** END *****

Attachment: cakars@ci.opelika.al.us_20180814_095044 (193-18 : Agreement with Constantine Engineering, PW)

RESOLUTION NO. 194-18

Change Order, CAM Builders, LLC, Fire Station

Resolution - CAM Builders, LLC, Fire Station Change Order

RESOLUTION NO. _____

WHEREAS, the City of Opelika, Alabama (the “City”) is the owner of the fire station located at the intersection of South 7th Street and Avenue B; and

WHEREAS, the City is currently under contract with CAM Builders, LLC, to construct the fire station in the amount of \$2,875,248.00; and

WHEREAS, during the process of constructing the fire station, several necessary changes needed to be made; and

WHEREAS, a list of said changes is attached hereto as Exhibit “A”; and

WHEREAS, the cost of these changes is \$166,629.13. (approximately 5.8%)

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

1. That a change order in the amount of \$166,629.13 for the necessary changes to the fire station is hereby approved and the Contract amount is increased to \$3,041,877.13.
2. That the invoice to be submitted by CAM Builders, LLC, in the amount of \$166,629.13 is hereby approved, and the Revenue-Purchasing Manager is hereby authorized to issue a purchase order for said amount.
3. That the amount of said invoice and all compensation payable to CAM Builders, LLC, pursuant to the amended proposal shall be paid from the Unassigned Fund Balance.

4. That the Mayor and Controller are hereby authorized to make any and all necessary budgetary and accounting entries to implement this Resolution.

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

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

C. E. "Eddie" Smith, Jr.

President of the City Council

City of Opelika, Alabama

ATTEST:

Robert G. Shuman

City Clerk - Treasurer

		Change Proposal Request Log			FINAL Updated:08/8/2018																			
		Opelika Fire Departmnet																						
\$ Amnt		Change Proposal Requests																						
Previous Change Order Summary																								
Running Summary of CPR's in Project																								
				A/O	CO TS	CO #01	CO #02	CO #03	CO #04	CO #05	NOTES													
1)	(\$10,129.00)	CPR #01 VE: Caststone in Lieu of Wetcast	CO #01	Y	Y	(\$10,129.00)																		
2)	(\$2,045.00)	CPR #02 VE: Omit Insulated Glass at Sectional Doors	CO #01	Y	Y	(\$2,045.00)																		
3)	(\$1,825.00)	CPR #03 VE: Elevator Pit Depth	CO #01	Y	Y	(\$1,825.00)																		
4)	(\$14,941.00)	CPR #04 VE: Roofing (Change to Fabral product)	CO #04	Y	Y				(\$14,941.00)															
5)	(\$7,000.00)	CPR #05 VE: Waive AISC Certified Erector Requirement	CO #01	Y	Y	(\$7,000.00)																		
6)	VOID	CPR #06 VE: Use Standard Color at Sectional Doors	N/A																					
7)	VOID	CPR #07 VE: App Bay Ceiling Changes (change drywall to exposed struct)	N/A																					
8)	\$1,554.00	CPR #08: Apparatus Bay Wall Changes	CO #02	Y	Y		\$1,554.00																	
9)	(\$7,532.00)	CPR #09: Testing Credit	CO #01	Y	Y	(\$7,532.00)		</																

RESOLUTION NO. 195-18

Amendment with IcoTech Extended Warranty (OPS)

RESOLUTION NO. _____

**RESOLUTION TO APPROVE AMENDMENT TO SERVICE AGREEMENT WITH
ICOTECH, INC. FOR SECURITY MAINTENANCE AND SUPPORT**

WHEREAS, IcoTech, Inc. (hereinafter “IcoTech”) specializes in providing electronic security systems; and

WHEREAS, IcoTech heretofore installed the camera and security systems at the Opelika Power Services (“OPS”) campus; and

WHEREAS, said security systems are a significant investment so that it is important to maintain, support and service them properly; and

WHEREAS, in 2015, the City of Opelika (the “City”) entered into a Service Agreement with IcoTech, which agreement provided extended warranty support for said camera and security systems; and

WHEREAS, IcoTech has prepared and submitted to the City Council an Amendment to Service Agreement for extended warranty support and maintenance services for the following systems for the Opelika Power Services building and Opelika Fiber Services building: IP video surveillance and recording system, card access system and outdoor VoIP intercom system; and

WHEREAS, IcoTech proposes to provide extended warranty support and maintenance service for a term of three (3) years at the rate of 27,610.00 per year; and

WHEREAS, the City Council desires to accept the Amendment to Service Agreement

(the “Amendment”) submitted by IcoTech and award the Agreement for Extended Warranty Support Services to IcoTech.

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

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

2. That the Amendment submitted by IcoTech is hereby accepted and the Mayor is hereby authorized and directed to execute and deliver in the name and on behalf of the City an Amended Agreement with IcoTech for extended warranty and support services.

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 Amendment.

4. That the Mayor and Controller are hereby authorized and directed to make all necessary budget and accounting entries to carry into effect the intent of this Resolution.

5. That the Purchasing-Revenue Manager is authorized and directed to issue all necessary and appropriate purchase orders to implement this Resolution.

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

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

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

ATTEST:

CITY CLERK



ICOTECH
DETENTION SECURITY ELECTRONICS

P.O. Box 210424, Montgomery,
Alabama 36121
334-386-9996 FAX: (888) 696-5403
e-mail info@icotechinc.com
www.icotechinc.com

AMMENDMENT TO SERVICE AGREEMENT

Customer	Opelika Power Services
Project	OPS and OFS buildings
Quote to	Derek Lee
Date	06/28/2018
Valid for	30 Days
Quote ID	06282018-1

Derek,

Pursuant to Section 1.02.5 of the signed agreement from 2015, we are offering to extended the warranty support for the following systems for the Opelika Power Services building (OPS) and Opelika Fiber Services building (OFS) as initially agree upon with the following modifications:

- Remove NVR Application server (1) from coverage due to moving to a facility owned server (reduction)
- Provide (4) new exterior grade code entry keypads with backlit display and adapter plates to replace the damaged Talk-a-Phone units. This will be covered and warrantied by the service agreement. (no additional cost)
- Provide RF receivers, Antenna extenders, power supplies, and (30) remote controls for the two vehicular gates. This will be covered and warrantied by the service agreement. (no additional cost)

The adjusted annual will be reduced to \$27,610 for the new warranty period. This amendment will cover from July 27, 2018 through July 26, 2021 and will be billed on an annual basis.

This quotation is valid for thirty (30) days from the date first written above.

If you have any questions regarding this quotation, please do not hesitate to call our office.

Agreed and accepted

WARRANTY COMPANY

ICOTECH, Inc.

By: _____

Its: _____

P.O. Box 210424
Montgomery, Alabama 36121
Phone (334) 386-9996

CUSTOMER

Opelika Power Services

By: _____

Its: _____

600 Fox Run Parkway
Opelika, Alabama 36801
Phone (334) 705-5582



P.O. Box 210424, Montgomery,
Alabama 36121
334-386-9996 FAX: (888) 696-5403
e-mail info@icotechinc.com
www.icotechinc.com

Quotation

Customer	Opelika Power Services
Project	OPS and OFS buildings
Quote to	Mr. Craig Uptagrafft
Date	07/07/2015
Valid for	30 Days
Quote ID	070715-1

Craig,

Per your request, we are pleased to provide the following quotation:

Provide extended warranty support for the following systems for the Opelika Power Services building (OPS) and Opelika Fiber Services building (OFS):

- IP Video surveillance and recording system
- Card Access system
- Outdoor VoIP intercom system

1.01 Warranty covers all items provided by Warrantor including:

- NVR software (includes updating to most current production version) (base package plus 57 camera licenses)
- NVR Application server (1)
- NVR Storage server (1)
- Workstation computers and monitors / Touchscreens (3)
- Camera viewing and retrieval workstations
- POE Network switches (2)
- DIN Rail mount switches for site cameras (5)
- Rack mount KVM (1)
- Interior IP Cameras (22)
- Exterior IP Cameras (35)
- Exterior VoIP Intercoms (2)
- Surge suppressors for outdoor cameras (35)
- Rack Mount Power supplies (3)
- Exterior Site Power supplies (5)
- S2 Extreme network controller (1)
- S2 Netbox extreme software (includes updating to most current production version) (1)
- S2 Network Nodes (2)
- HID iCLASS Card readers (29)
- Magnetic locks (1)
- Electric strike locks (13)

July 7, 2015

Page 2 of 3

Quote ID # 070715-1

1.02 Terms and Conditions:

1. This Agreement is made this 21 day of July, 2015, between ICOTECH, Inc. ("Warrantor"), with a principal place of business at Montgomery, Alabama and Opelika Power Services ("Customer") with a principal place of business at 600 Fox Run Parkway Opelika, Alabama.
2. The Warrantor desires to furnish extended warranty for the Systems. The Customer desires to have the Warrantor provide extended warranty for the Systems. It is therefore agreed:
3. In accordance with this Agreement, the Warrantor shall upon execution of this Agreement renew the original factory warranty for the Systems and equipment described in section 1.01 above. This renewal includes all parts and labor necessary to fulfill the obligations of the warranty agreement.
4. The term of this Agreement shall commence as of the 27 day of July, 2015 and shall continue in full force and effect until the 26 day of July, 2018 ("Initial Term") and shall automatically be terminated thereafter unless renewed by both of the parties pursuant to this Agreement. Following the completion of the first year of service, either party, by giving at least sixty (60) days written notice to the other party, may terminate this Agreement. In any event, this Agreement shall be in effect for a minimum of one (1) year unless terminated pursuant to Section 1.02 - 13 hereof.
5. Warrantor shall, at the request of the Customer, restore damaged, defective, or non-functioning parts or components to full working order in accordance with the original project specifications and Original Equipment Manufacturer (OEM) product specifications. Warrantor may, at its option, have the part(s) repaired or may replace the part(s) with a new part of identical design. If a new part of identical design is not available, the Warrantor shall provide a part that meets or exceeds the specifications of the original part.
6. Warranty claims may be made via email or telephone Monday through Friday 8:00 am to 5:00 pm Central time. Warrantor shall respond to a warranty claim from the Customer within one (1) business day unless special non-stocked parts are required. In the event that special non-stocked part(s) are required for the repair, Warrantor shall make every reasonable effort to expedite acquisition and delivery of such part(s).
7. The following items are excluded from this Agreement and Warrantor shall have no responsibility whatsoever with regard to them: Parts or components damaged or destroyed by acts of God (i.e., earthquake, flooding, tornado, lightning, etc.); any parts or components for electronic control systems and devices other than the Systems described above; any part or component damaged or destroyed due to negligence, deliberate misuse or malicious action.
8. In consideration for the extended warranty described above provided by Warrantor:
 - (a) The Customer shall pay the Warrantor the rate of \$29,480.00 (Twenty Nine Thousand Four Hundred Eighty and No/100's.....Dollars per year at the commencement of each one (1) year term.
 - (b) In addition to the amount specified in (a) immediately above, the Customer shall pay to the Warrantor the amount of any tax imposed on the Customer by any existing or future law and the amount of any and the amount of any tax imposed on the Warrantor or its supplies under any law becoming effective after the date of this Agreement that is based on or incident to the transfer, use,

Attachment: OPS Extended Warranty Quote 06282018 (195-18 : Amendment with IcoTech)

July 7, 2015

Page 3 of 3

Quote ID # 070715-1

ownership, or possession of the parts, equipment, and materials or to the services involved in the performance of the obligations of the Warrantor under this Agreement.

9. Warrantor will not be liable to Customer, or to anyone who may claim any right due to a relationship with Customer (including, but not limited to, officers, employees, agents and representatives of Customer, invitees, licensees and guests of Customer, for any acts or omissions in the performance of services under this Agreement or on the part of the employees or agents of Warrantor unless the acts or omissions are due to the willful misconduct of Warrantor. Customer shall indemnify and hold Warrantor free and harmless from any obligations, costs, claims, judgments, and attorney's fees, and attachments arising from, growing out of, or in any way connected with the services rendered to Customer under this Agreement, unless Warrantor is judged by a court of competent jurisdiction to be guilty of willful misconduct.
10. Customer agrees to comply with all reasonable requests of Warrantor necessary to the execution of Warrantor's duties under this Agreement.
11. Customer agrees to assist Warrantor in the performance of the Services under this Agreement by complying with any reasonable request for information in relation to a warranty issue or in providing physical access to warranted items or remote internet access to the system network for remote troubleshooting.
12. This Agreement shall continue in force and effect until terminated by the provisions as set forth in Section 1.02 - 13 or by written termination by one of the parties as provided in Section 1.02 - 4
13. This Agreement shall terminate automatically on the occurrence of any of the following events:
 - (1) Bankruptcy or insolvency of either party;
 - (2) Sale of the business of either party;
 - (3) Death or dissolution of either party;
 - (4) Assignment of this Agreement by either party without the consent of the other party.

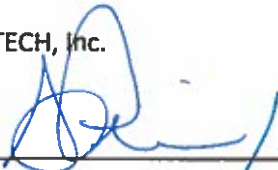
This quotation is valid for thirty (30) days from the date first written above.

If you have any questions regarding this quotation, please do not hesitate to call our office.

Agreed and accepted

WARRANTY COMPANY

ICOTECH, Inc.

By:  / Scott Pritchett

Its: President

P.O. Box 210424
Montgomery, Alabama 36121
Phone (334) 386-9996

CUSTOMER

Opelika Power Services

By:  / Gary Fuller

Its: Mayor

600 Fox Run Parkway
Opelika,

ORDINANCE NO. 013-18-ORD

Amend City Code, Chapter 10 Subsection 10-57 (G), lawn care services - 2ND Reading

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND SUBSECTION 10-57(g) OF THE CODE OF
ORDINANCES TO ELIMINATE PERMIT FEE FOR LAWN CARE SERVICES.**

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

Section 1. **Amendment to Subsection 10-57(g).** That subsection (g) of Section 10-57 is hereby amended to read as follows:

- (g) Each lawncare service doing business in the City may bring its yard waste to the Jeter Recycling Center for disposal.

Section 2. **Remaining subsections of Section 10-57 to remain in full force and effect.**

The remaining subsections of Section 10-57 shall remain in full force and effect, notwithstanding the amendment of subsection 10-57(g).

Section 3. **Repealer Clause.** All former ordinances or parts thereof conflicting or inconsistent with the provisions of this Ordinance are repealed.

Section 4. **Severability.** If any section, clause, provision or portion of this Ordinance shall be held to be invalid or unconstitutional by any Court of any competent jurisdiction, said holding shall not affect any other section, clause, provision or portion of this Ordinance which is not in or of itself invalid or unconstitutional.

Section 5. **Effective Date.** This Ordinance and the subsection hereby adopted shall take effect and be enforced on January 1, 2019.

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

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

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

ATTEST:

CITY CLERK

TRANSMITTED TO MAYOR this the ____ day of _____, 2018.

CITY CLERK

ACTION BY MAYOR

APPROVED this the _____ day of _____, 2018.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. 014-18-ORD

Amend City Code, Chapter 14, Door to Door Solicitation - 2ND Reading.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING DIVISION 2, DOOR-TO-DOOR SOLICITATION,
OF ARTICLE IX OF CHAPTER 14 OF THE *CODE OF ORDINANCES* BY AMENDING
SECTIONS 14-167 AND 14-182 AND ADDING NEW SECTION 14-183**

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

Section 1. **Amendment to section 14-167.** That Section 14-167 of the *Code of Ordinances* of the City of Opelika, Alabama, shall be amended to read as follows:

Sec. 14-167 Application for Certificate

(a) The City shall provide a standard form for use for registration of solicitors. The applicant for the certificate shall state upon his/her oath or affirmation that the information is truthfully provided to the best of his/her knowledge and belief. The applicant shall supply upon the form the following information:

- (1) Applicant's true, correct, and legal name, including the name of any organization or business for which applicant will be soliciting.
- (2) If the soliciting is to be done for a business, the taxpayer control number showing proof of the purchase of a valid City of Opelika business license.
- (3) Address of applicant's home and applicant's headquarters or place of corporate contact.
- (4) The purpose for which soliciting will be done.
- (5) A brief description of the method of presentation that will be made.
- (6) The dates for which soliciting is planned.
- (7) Whether a permit, license, or certificate of registration in connection with soliciting has ever been revoked, explaining the circumstances.
- (8) Names and addresses of applicant's officers and managers, if any.

(b) When applying for a certificate of registration, the applicant shall, at the applicant's expense, obtain a comprehensive criminal background check from the Alabama Law Enforcement Agency. The report shall include a list of all misdemeanors or felonies for which the applicant has been convicted, the names and locations of the courts in which, and the date on which, such convictions were issued and the penalties.

(c) Before a certificate of registration is issued, the applicant shall pay to the City the sum of fifty dollars (\$50.00) as a permit fee and the sum of fifty cents (\$0.50) for each facsimile copy of the certificate that is desired.

(d) Any material omission, untrue or misleading information contained in or left out of an application for a certificate of registration under this division shall be cause for denial thereof and if a certificate has been issued under these circumstances, such shall be cause for the revocation of the certificate.

Section 2. **Amendment to section 14-182.** That Section 14-182 of Chapter 14 of the *Code of Ordinances* of the City of Opelika, Alabama, shall be amended to read as follows:

Sec. 14-182 Disqualifying Factors

The following shall be considered factors which disqualify an applicant from obtaining a solicitor's certificate of registration:

(a) A person has been criminally convicted of (which includes any disposition of a criminal case resulting in the imposition of a fine, probation, incarceration, or other adverse sentence of a punitive nature, whether or not the person has been formally adjudicated guilty, unless the conviction has been set aside on appeal or pursuant to a writ of habeas corpus) or have criminal charges currently pending against them for: homicide or manslaughter of any type, class, or degree; physically abusing, sexually abusing, or exploiting a minor; the sale or distribution of controlled substances; sexual assault of any type, class, or degree; or theft, robbery, burglary, or assault of any type, class, or degree.

(b) A person has been criminally convicted of (which includes any disposition of a criminal case resulting in the imposition of a fine, probation, incarceration, or other adverse sentence of a punitive nature, whether or not

formally adjudicated guilty, unless the conviction has been set aside on appeal or pursuant to a writ of habeas corpus) for a felony in the last ten years.

(c) A person has been confined or imprisoned in a federal or state prison within the last ten (10) years.

(d) A person is currently on parole or probation to any court, penal institution, or governmental entity, which include being under house arrest or subject to a tracking device;

(e) A person has an outstanding warrant from any jurisdiction; or

(f) A person is currently subject to a protective order, based on physical or sexual abuse, issued by a court of competent jurisdiction

Section 3. **Addition of Section 14-183.** That Chapter 14 of the *Code of Ordinances* of the City of Opelika, Alabama, is hereby amended by adding a section to be numbered 14-183, which said section shall read as follows:

Sec. 14-183. Penalties.

Any person who violates any provision of this division shall be punished by a fine not exceeding five hundred dollars (\$500.00) or by imprisonment not exceeding six (6) months, or by both fine and [imprisonment.

Section 4. **Remaining sections of Chapter 14 to remain in full force and effect.** The remaining sections of Chapter 14 shall remain in full force and effect, notwithstanding the foregoing amendments.

Section 5. **Repealer Clause.** All former ordinances or parts thereof conflicting or inconsistent with the provisions of this Ordinance are repealed.

Section 6. **Severability.** If any section, clause, provision or portion of this Ordinance shall be held to be invalid or unconstitutional by any Court of any competent jurisdiction, said holding shall not affect any other section, clause, provision or portion of this Ordinance which is not in or of itself invalid or unconstitutional.

Section 7. **Effective Date.** This Ordinance shall take effect immediately upon its adoption and publication as required by law.

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

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

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

ATTEST:

CITY CLERK

TRANSMITTED TO MAYOR this the ____ day of _____, 2018.

CITY CLERK

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2018.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. 015-18-ORD

Adjust compensation of Mayor & City Council. Effective November 2, 2020 - 2ND Reading.

ORDINANCE NO. _____

ORDINANCE ADJUSTING AND ESTABLISHING THE COMPENSATION
OF THE MAYOR AND THE CITY COUNCIL MEMBERS
(EFFECTIVE ON THE FIRST MONDAY OF NOVEMBER 2020)

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

Section 1. FINDINGS. The City Council has ascertained and does hereby find, determine and declare as follows:

- (a) The laws of the State of Alabama authorize the City Council to fix the compensation of the Mayor and each Council member prior to the commencement of the term to which the Mayor and Council members have been elected.
- (b) The salaries of the Mayor and City Council members must be fixed by the Council not less than six months prior to each general municipal election.
- (c) The salaries and compensation of the Mayor and Council members may not be increased nor decreased during the term for which they have been elected.
- (d) The salaries of the Mayor and City Council members were last adjusted on February 19, 2008.
- (e) The compensation for the Mayor and Council members should be fair and adequate with respect to the scope and complexity of their responsibilities.

(f) The Mayor's salary should be on par with the salaries of City employees or elected officials in other jurisdictions with comparable workload, responsibilities and obligations.

(g) The compensation of the Mayor and Council members should be appropriately compatible by local living standards so that qualified citizens are not deterred from running for offices because of economic considerations.

(h) Currently the salaries of the elected officials in Opelika are:.

- Mayor -- \$72,000
- President of the City Council -- \$13,200
- Council Member -- \$12,000

(i) The responsibilities of the Mayor have increased and are not on par with the salaries of City employees or officials in other jurisdictions with comparable workload, responsibilities and obligations.

(j) The office of Mayor is undercompensated and a substantial salary increase is needed to create a competitive and equitable compensation package.

(k) The City Council desires to adjust the compensation of the Mayor and City Council members before the next general municipal election in 2020.

Section 2. COMPENSATION OF MAYOR.

(a) The salary of the Mayor of the City of Opelika shall be and the same is hereby fixed at the sum of \$120,000 annually to be paid in twenty-six (26) bi-weekly installments in the same manner as compensation is paid to all full-time employees of the City.

(b) The Mayor shall be entitled to any benefits normally accruing to any full-time employee of the City, except for participation in the State of Alabama Employee's Retirement System.

(c) The Mayor shall be entitled to the use of an automobile at City expense.

Section 3. COMPENSATION OF COUNCIL MEMBERS.

(a) The salary of each City Council member, other than the President of the City Council, shall be and the same is hereby fixed at the sum of \$13,200 annually to be paid in twenty-six (26) bi-weekly installments in the same manner as compensation is paid to all full-time employees of the City.

(b) The salary of the President of the City Council shall be and the same is hereby fixed at the sum of \$14,400 annually to be paid in twenty-six (26) bi-weekly installments in the same manner as compensation is paid to all full-time employees of the City.

(c) Each City Council member shall be allowed to participate in all group health insurance plans provided by the City to its employees provided each participating Council member pays all of the costs associated with his or her participation in said group insurance policies. A City Council member may select either single coverage for himself or herself or family coverage to include his or her eligible dependents. Coverages and benefits for each participating Council member shall be subject to the provisions and requirements of each plan as stated in the specific policy providing such coverage and benefits. The participating Council member shall pay all premiums for his or her medical, hospitalization, dental and vision coverages and shall pay all costs associated with his or her said participation in said group insurance policies. Premium payments shall be made to the City on or before the first day of each month, payable one (1) month's premium in advance. The City shall not pay the premiums for the participating Council member. The participating Council member shall be responsible for the cost associated with single or family coverage.

Section 4. EFFECTIVE DATE. This Ordinance shall become effective on the first Monday of November, 2020, and shall continue in full force and effect until repealed by action of the City Council.

Section 5. SEVERABILITY CLAUSE. The provisions of this Ordinance are declared severable. If any portion of this Ordinance shall be held unconstitutional or otherwise invalid by a court of competent jurisdiction, such ruling shall not affect the remaining portions of this Ordinance.

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

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

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

ATTEST:

CITY CLERK

TRANSMITTED TO MAYOR on this the ____ day of _____, 2018.

CITY CLERK

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2018.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. (ID # 2986)

East Central Alabama Highway Safety Office Lease - 2Nd Reading.

ORDINANCE NO. _____

AN ORDINANCE APPROVING LEASE AGREEMENT WITH
EAST CENTRAL ALABAMA HIGHWAY SAFETY OFFICE

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

Section 1. It is hereby established and declared that the following described real property of the City of Opelika, Alabama (the “City”) is not currently needed for public or municipal purposes, to-wit:

One (1) room on the first floor of the Public Works Administration Building located at 700 Fox Trail, Opelika, Alabama.

Section 2. That the City, having received an offer from East Central Alabama Highway Safety Office to lease said room described in Section 1 above, it is hereby declared to be in the best interest of the public and the City, to lease said office room to East Central Alabama Highway Safety Office at a monthly rental of \$1,900.00 for a term of one (1) year commencing on October 1, 2018 and ending on September 30, 2019.

Section 3. That a proposed Lease Agreement to be entered into between the City and East Central Alabama Highway Safety Office, a copy of which is attached as Exhibit “A”, be and the same is hereby approved, authorized, ratified and confirmed in substantially the form submitted to the City Council.

Section 4. That the Mayor and the City Clerk are hereby authorized and directed to execute, attest and deliver said Lease Agreement in the name and on behalf of the City.

Section 5. That this ordinance shall become effective immediately upon its adoption and publication as required by law.

Section 6. That the City Clerk of the City of Opelika is hereby authorized and directed to cause this ordinance to be published one (1) time in a newspaper published in and of general circulation in the City of Opelika, Alabama.

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

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

ATTEST:

CITY CLERK

TRANSMITTED TO MAYOR this the ____ day of _____, 2018.

CITY CLERK

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2018.

MAYOR

ATTEST:

CITY CLERK

STATE OF ALABAMA)
COUNTY OF LEE)

LEASE AGREEMENT

THIS LEASE AGREEMENT (the “Lease”) is made this the 1st day of October, 2018 (the “Effective Date”) by and between the City of Opelika, Alabama, a Municipal Corporation, (hereinafter referred to as “**LANDLORD**”), and East Central Highway Safety Office (hereinafter referred to as “**TENANT**”).

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

1. **Property leased.** **LANDLORD** hereby leases to **TENANT** and **TENANT** hereby leases from **LANDLORD** for the term and for the terms, covenants and conditions set forth in this Lease, one (1) office room in the Engineering Department located within the Public Works Administration Building located at 700 Fox Trail, Opelika, Alabama, said premises being hereinafter referred to as the “Leased Premises”. Office furnishings to include desks, chairs, tables, bookcases, filing cabinets and other personal items shall be included as part of the Leased Premises.
2. **Term.** The term of this Lease (the “Term”) shall be one (1) year commencing on the effective date and ending on September 30, 2019.
3. **Rent.** **TENANT** agrees to pay **LANDLORD** monthly rent for the term of this Lease in the sum of one thousand nine hundred dollars (\$1,900.00). Rent shall be payable in advance on the 1st day of each month commencing October 1, 2018 and continuing on the 1st day of each month thereafter until the termination of this Lease. Rental payments shall be made to the City of Opelika.

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

5. Use. The Leased Premises shall be used by the **TENANT** for commercial/governmental office space as the business office of the Project Director of East Central Alabama Highway Safety Office. The Leased Premises shall not be used for any other purpose without the written consent of **LANDLORD**.

6. Compliance with Laws. **TENANT** shall comply with all laws, orders and regulations of Federal, State, County and Municipal authorities as to its use of the Leased Premises. **TENANT** shall not do, or permit to be done, any act within or upon the Leased Premises which invalidates any fire insurance policies covering the building, fixtures or property therein; and shall not bring or keep anything therein, except not or hereafter permitted by the Opelika Fire Department, the Fire Insurance Rating Organization, or other authority having jurisdiction.

7. Maintenance. The **LANDLORD** agrees to maintain the Leased Premises in a good and safe condition during the term of this Agreement. **TENANT** shall be responsible for any and all damages to the Leased Premises resulting from the willful acts or negligence of the **TENANT** and its agents, employees or invitees.

8. Utilities. **LANDLORD** shall provide and pay the costs of all water, sewer and electrical power, fuel and all other utilities consumed in or at the Leased Premises. **TENANT** shall provide and pay costs of telephone services and additional Internet connections.

9. Insurance. **LANDLORD** agrees to procure and keep in force during the term of this Agreement, insurance covering the building and **LANDLORD's** property.

LANDLORD's insurance coverage shall not be required to cover any of **TENANT's** property and **TENANT** shall not have any claim against any of the proceeds of **LANDLORD's** coverage.

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

11. No Other Space. **TENANT** is afforded no other space in the building other than the office described above.

12. Indemnification. **TENANT** agrees to indemnify and hold **LANDLORD** harmless from and against any and all liability for any injury to or death of any person or persons or any damaged property in any way arising out of or connected with the use or occupancy of the Leased Premises, or in any way arising out of the activities of the **TENANT**, his employees, guests, and invitees, and from all costs, expenses, liabilities, including, but not limited to, court costs and reasonable attorney's fees incurred by the **LANDLORD** in connection therewith, excepting, however, liability caused by the **LANDLORD'S** gross negligence.

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

14. Alcoholic Beverages. Alcoholic beverages are prohibited on the Leased Premises.

This rule will be strictly adhered to.

15. Care of Leased Premises. TENANT agrees to use due care in the use of the Leased Premises and further agrees that he will not commit waste thereon.

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

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

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

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

19. Notices. All notices required to be given to LANDLORD hereunder, shall be delivered to the City of Opelika, 204 Seventh Street South, Opelika, Alabama 36801, or

such other address as **LANDLORD** may direct by written notice forwarded to **TENANT** by certified mail. All notices required to be given **TENANT** shall be delivered to the address written above, or such address as **TENANT** may direct by written notice forwarded to **LANDLORD** by certified mail.

20. Conversion to Tenancy at Will. After the execution of this Lease, this Agreement shall convert to a tenancy at will between the parties hereto and may be terminated at any time without cause upon **TENANT's** giving notice in writing to **LANDLORD**, or **LANDLORD's** giving notice in writing to **TENANT** at least thirty (30) days prior to the termination date.

21. Waiver. The failure of the **LANDLORD** to insist upon strict performance of any of the covenants or conditions of this Lease or to exercise any option herein conferred in any one or more instances shall not be construed as a waiver or relinquishment of any such covenants, conditions or options, but the same shall be and remain in full force and effect. The receipt by the **LANDLORD** of rent, with knowledge of the breach of any covenant hereof, shall not be deemed to have been made unless expressed in writing and signed by the **LANDLORD**.

22. Renewal Options. This Lease may be renewed from year to year on the same terms as provided herein for a maximum period of five (5) years, unless one party gives the other notice it does not intend to renew at least thirty (30) days prior to the end of the lease year.

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

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

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

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

CITY OF OPELIKA-- LANDLORD

BY: _____
ITS MAYOR

ATTEST:

CITY CLERK

EAST CENTRAL HIGHWAY SAFETY OFFICE

TERRY HENDERSON, ITS DIRECTOR
TENANT