



OPELIKA CITY COUNCIL
“ REGULAR MEETING AGENDA “
204 South 7th Street
August 6, 2019
TIME: 7:00 PM

1. CALL TO ORDER
2. ROLL CALL
 1. Patricia Jones, Tiffany Gibson-Pitts, Dozier Smith T, David Canon, Eddie Smith
3. INVOCATION
 1. Mr. Percy Marks.
4. PLEDGE OF ALLEGIANCE
 1. Boy Scout Troop 354, Chas Brewer, Cole Brady and Price McWhorter.
5. READING OF MINUTES
 1. Minutes from the 7-16-19 city council meeting.
6. UNFINISHED BUSINESS
7. REMARKS BY THE MAYOR
 1. Recognize youth in City's summer employment YES program.
8. CITIZEN COMMUNICATIONS (Limit comments to five minutes or less)
9. REPORT OF DISBURSEMENTS
10. COMMITTEE REPORTS
11. GENERAL BUSINESS
 1. Street closure request by FBC on August 14th.
 2. Street closure request for United Way event on August 16th.
 3. B and B Bartending request a special events alcohol retail license.
 4. 280 Marathon request a retail wine & beer off premise license.
 5. Public Hearing, Weed Abatement Assessment - 411 S 4Th St.
 6. Public Hearing, Weed Abatement Assessment - 504 S 4Th St
12. AWARDING OF BIDS
 1. Anand Street Improvements and Extension - ENG
13. RESOLUTIONS
 1. Expense reports from various departments.
 2. Designate City Personal Property as Surplus & Authorize Disposal
 3. Purchase - Cameras for New PD - IT

4. Weed Abatement Assessment - 411 S 4Th St
 5. Weed Abatement Assessment - 504 S 4Th St.
 6. Refund of building permit fees.
 7. CDBG PY2019 Action Plan.
 8. Contract extension with Advance Disposal - solid waste.
 9. Agreement, settlement of the David M. Forker charitable remainder Unitrust.
 10. Waiver of Building & Construction Permit Fees for the Fuller Center for Housing.
 11. Special appropriation to Opelika Learning Center.
 12. Authorize higher salary for Municipal Court Clerk.
14. ORDINANCES
1. Amend Zoning Ord & Map: Rezone 47.3 Acres, 1300 Block Fox Run Parkway - 2nd Reading.
15. APPOINTMENTS
1. Reappoint Margaret Mayfield to the Historic Preservation Commission.
 2. Reappoint Mark Grantham to the Historic Preservation Commission
16. ADJOURN
1. Character Trait of the Month - Commitment, a pledge or promise.

"In compliance with the Americans with Disabilities Act, the City of Opelika will make reasonable arrangements to ensure accessibility to this meeting. If you need special assistance to participate in this meeting, please contact the ADA Coordinator 72 hours prior to the meeting at (334)705-2083."



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

CM MINUTES (ID # 3587)

Meeting: 08/06/19 07:00 PM
Department: City Clerk
Category: CM Minutes
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:

DOC ID: 3587

Minutes from the 7-16-19 city council meeting.



OPELIKA CITY COUNCIL “ REGULAR MEETING MINUTES “

204 South 7th Street

July 16, 2019

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

Mr. Shuman called the roll and all council members were present.

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

3. Invocation

Pastor Tom Tippet gave the invocation.

1. Pastor Tom Tippet.

4. Pledge of Allegiance

Dylan and Riley lead the Pledge of Allegiance.

1. Boy Scout Troop 858, Dylan Clark and Riley Stadler.

5. Reading of Minutes

1. Minutes from the 7-2-19 city council meeting.

RESULT: APPROVED [UNANIMOUS]

MOVER: David Canon, Council Member

SECONDER: Tiffany Gibson-Pitts, Council Member

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

6. Unfinished Business

7. Remarks By the Mayor

Mayor Fuller reminder everyone that the 14th annual Back to School sales tax holiday is this weekend starting on Friday and ending Sunday.

Mayor Fuller advised everyone that there will be a Forum to Stop Violence on July 27th from 10am till Noon at the Lee Co. Meeting Center.

1. City financial summary for June 2019.

Mayor Fuller passed out copies of the City's June 2019 financial summary report to the council members.

2. June 2019 Monthly Building Report

Mayor Fuller called on Joey Motley, City Administrator, to provide a summary of the June 2019 Building Permit report.

3. Proclamation presentation to Lt. Ben Blackburn with the OPD.

Mayor Fuller and Police Chief McEachern presented a proclamation to Lt. Ben Blackburn congratulating him on his recent graduation from the FBI Academy.

4. Recognize the 2019 National Quiz Bowl Champions.

Mayor Fuller presented a certificate of recognition to each member of the 2019 National Quiz Bowl Championship team.

8. Citizen Communications

(Limit comments to five minutes or less)

Patrick McMenamin provided a summary of his experience in Washington DC as an intern in Congressman Mike Roger's office. He thanked Mayor Fuller and the City Council for their assistance. He said it was a wonderful learning opportunity.

9. Report of Disbursements

10. Committee Reports

11. General Business

1. Public Hearing, Weed Abatement Assessment - 20 Jeter Ave.

Mr. Shuman presented a public hearing for a weed lien at 20 Jeter Avenue in the amount of \$203.47. President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said assessment. No one came forward to speak. President Smith closed the public hearing.

2. Public Hearing, Weed Abatement Assessment - 311 S 3Rd St.

Mr. Shuman presented a public hearing for a weed lien at 311 S. 3rd Street in the amount of \$107.39. President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said assessment. No one came forward to speak. President Smith closed the public hearing.

3. Public Hearing, Weed Abatement Assessment - 514 Old Columbus Rd.

Mr. Shuman presented a public hearing for a weed lien at 514 Old Columbus Road in the amount of \$605.59. President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said assessment. No one came forward to speak. President Smith closed the public hearing.

4. Public Hearing, Weed Abatement Assessment - 803 E Towne Lake Circle.

Mr. Shuman presented a public hearing for a weed lien at 803 Towne Lake Circle in the amount of \$367.67. President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said assessment. No one came forward to speak. President Smith closed the public hearing.

5. Public Hearing, Weed Abatement Assessment - 810 Williamson Ave

Mr. Shuman presented a public hearing for a weed lien at 810 Williamson Avenue in the amount of \$163.34. President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said assessment. No one came forward to speak. President Smith closed the public hearing.

6. Public Hearing, Vacate Right-Of-Way - SE Portion of Frederick Road & N. Frederick Ave.

Mr. Shuman presented a public hearing to vacate a portion of Right-of Way at S.E. Frederick Road and N. Frederick Avenue. President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said vacating of property. No one came forward to speak. President Smith closed the public hearing.

7. Public Hearing, Amend Zoning Ord & Map: Rezone 47.3 Acres, 1300 Block Fox Run Parkway.

Mr. Shuman presented a public hearing to amend the Zoning Ordinance & Map for 47.3 acres at the 1300 Block of Fox Run Parkway. President Smith opened the public hearing asking if there was anyone present that would like to speak for or against said amendment. No one came forward to speak. President Smith closed the public hearing.

12. Awarding of Bids

1. Bids 189-19 Contract for custodial services - OPS.

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

2. Bids 190-19 Removal of Dead, Dying or Dangerous Trees, Stumps & Tree Pruning - ENG.

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 191-19 Change Orders for new OPD & Municipal Court building.

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

2. Resolution 192-19 Purchase, washer and dryer for turnout gear - Sole Source - OFD.

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

3. Resolution 193-19 Purchase, furniture for new Municipal Court room - MC.

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

4. Resolution 194-19 Weed Abatement Assessment - 20 Jeter Ave

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 195-19 Weed Abatement Assessment - 311 S 3Rd St.

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

6. Resolution 196-19 Weed Abatement Assessment - 514 Old Columbus Rd.

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

7. Resolution 197-19 Weed Abatement Assessment - 803 E Towne Lake Circle

- RESULT:** APPROVED [UNANIMOUS]
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
8. Resolution 198-19 Weed Abatement Assessment - 810 Williamson Ave
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
9. Resolution 199-19 Vacate Right-Of-Way - Portion SE ROW Frederick Road & N. ROW Frederick Ave.
RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
10. Resolution 200-19 Request from ATT for a SUP for a cell tower at 2000 Steel St.
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
11. Resolution 201-19 Request from ATT for a SUP for a cell tower at 2404 Frederick Rd.
RESULT: APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
12. Resolution 202-19 Agreement for professional services, Game Day security - OPD.
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
13. Resolution 203-19 Special appropriation to East Ala. Community Ballet.
RESULT: APPROVED [UNANIMOUS]
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
14. Resolution 204-19 Special appropriation to Dream Day Foundation to support 2nd Annual Black Male Summit.
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
15. Resolution 205-19 Proposal from OSMOSE for Pole Attachment Count - OPS.

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

16. Resolution 206-19 Proposal & Agreement for Pavement Consulting Services - Eng.

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

17. Resolution 207-19 Special appropriation to The Rain Group for Love U Love U event.

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

14. Ordinances

1. Ordinance Amend Zoning Ord & Map: Rezone 47.3 Acres, 1300 Block Fox Run Parkway - 1st Reading.

Mr. Smith T introduced this ordinance for a first reading.

RESULT: FIRST READING INTRODUCED

2. Ordinance 017-19-ORD Amend City Code of Ordinances, Section 5.5 307(b) - 1st Reading.

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

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

Nays None.

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

15. Appointments

16. Adjourn

Ms. Pitts said she was concerned about affordable housing in Opelika. She asked Mayor Fuller and the City Council to work on this.

The City Council meeting minutes of July 16, 2019 are hereby adopted and approved this the _____ day of _____, 2019.

 President of City Council
 City of Opelika, Alabama

ATTEST:

R. G. "Bob" Shuman, CMC

City Clerk - Treasurer

1. Motion to adjourn.

The city council meeting ended at 7:42 pm.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Patricia Jones, President Pro-Tem

SECONDER: Tiffany Gibson-Pitts, Council Member

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



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 3585)

Meeting: 08/06/19 07:00 PM
Department: City Clerk
Category: Request / Temp Street Closure
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:
DOC ID: 3585

Street closure request by FBC on August 14th.

Shuman, Robert

From: Chris Wood <chrisw@fbcopelika.com>
Sent: Monday, July 15, 2019 11:18 AM
To: Shuman, Robert
Cc: Jennifer Johnson; Chris Wood
Subject: Closure of B Ave

Importance: High

Mr. Shuman,

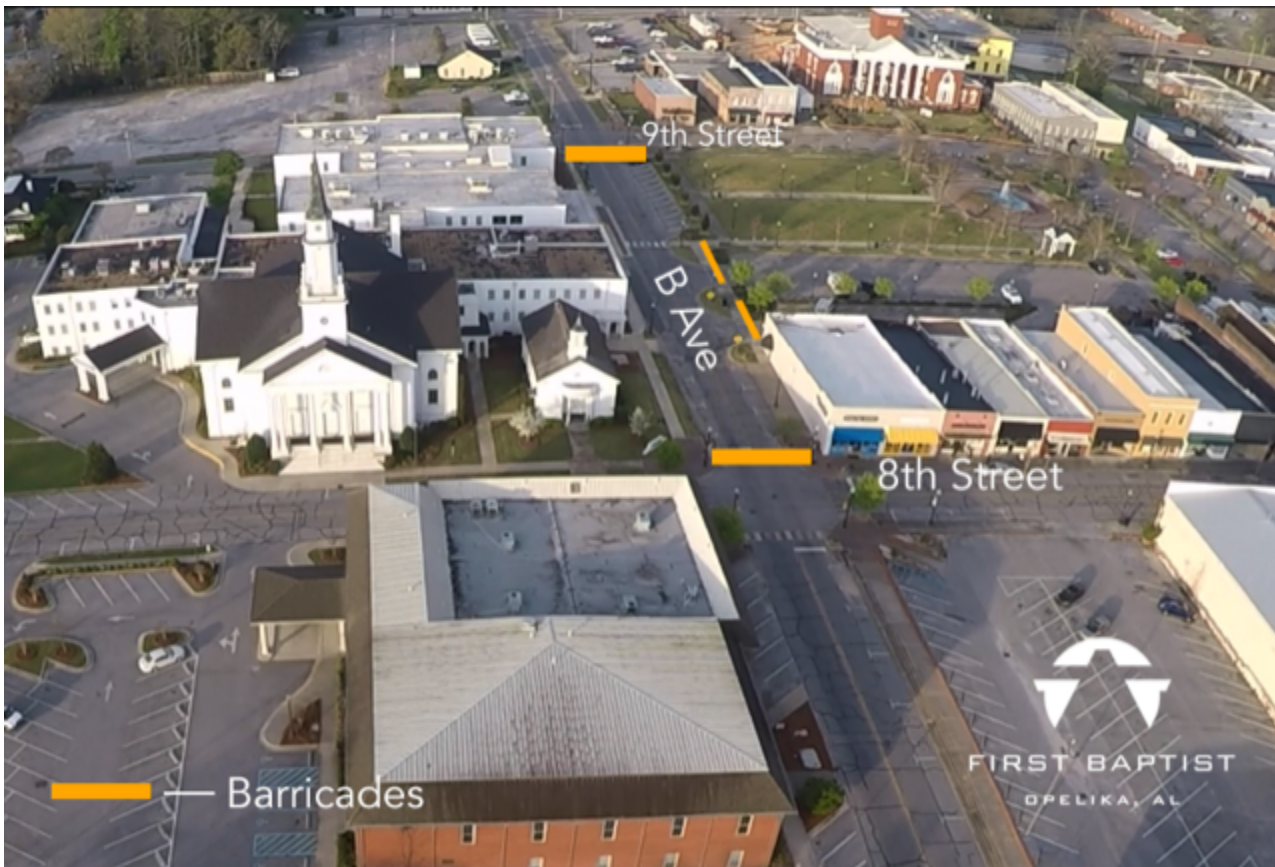
Last year we were approved to close B avenue between 8th Street & 9th Street. I was wondering if we could do a request again for this August 14th . If this is not the correct way to do it please let me know. Below is outlining specially First Baptist Opelika's request.

FBCO would like to close B Avenue between 8th street and 9th street on the date and time listed below.

This is the day of our Fall Kickoff and during these times we will have over 1000 adults/children on our campus. With safety and security the top of our priority for each guest on our campus we request to close this section of B avenue due to the amount of children, parents, and volunteers that cross going to and from the FBCO building. Traffic along this road in past years has been very dangerous when bringing people back and forth.

[Wednesday, August 14th](#)
3PM to 9PM

Attachment: CM 8-06-19, request by FBC temporary street closure of Ave B. (3585 : Street closure request by FBC on August 14th.)



Thank you so much for your assistance!!!

Chris

Chris Wood
 Church Administrator
 First Baptist Church Opelika
 334-364-2773
chrisw@fbcopelika.com

Attachment: CM 8-06-19, request by FBC temporary street closure of Ave B. (3585 : Street closure request by FBC on August 14th.)



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 3586)

Meeting: 08/06/19 07:00 PM
Department: City Clerk
Category: Request / Temp Street Closure
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:
DOC ID: 3586

Street closure request for United Way event on August 16th.

Shuman, Robert

From: Krehling, Leigh
Sent: Wednesday, July 17, 2019 4:19 PM
To: Shuman, Robert
Cc: Motley, Joey; Fuller, Gary; Arrington, Barbara
Subject: United Way Food Day Event

Bob- I would like to request a road closure for the city's Food Day for United Way event that will be taking place on August 16 from 5-7 p.m. at Municipal Park. We would like to close the section of Park Road to allow the Bulls, Bands and Barrels folks to park their truck and trailer with their bull during the event. The group will be there manning the trailer, as they were at Touch-A-Truck. The bull will stay on the trailer. We wish to close the road beyond the parking lot for Municipal Park to just before the covered bridge. Our plan for Rain Day is August 17 from 3-5 p.m. Please let me know if you need any additional information. Thanks< Leigh

Leigh Krehling

Community Relations Officer
City of Opelika
204 S. 7th Street
Opelika, AL 36801
Lkrehling@opelika-al.gov
334.705.5136
www.opelika-al.gov

Attachment: CM 8-06-19, Street closure request, United Way Food Day Event (3586 : Street closure request for United Way event on August



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 3582)

Meeting: 08/06/19 07:00 PM
Department: Purchasing and Revenue
Category: Business & Alcohol License
Prepared By: Martha Wright

Initiator: Lillie Finley

Sponsors:

DOC ID: 3582

B and B Bartending request a special events alcohol retail license.



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 08/06/19 07:00 PM
Department: Purchasing and Revenue
Category: Business & Alcohol License
Prepared By: Martha Wright

Initiator: Lillie Finley

Sponsors:

GENERAL BUSINESS (ID # 3601)

DOC ID: 3601

280 Marathon request a retail wine & beer off premise license.



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 3595)

Meeting: 08/06/19 07:00 PM
Department: Purchasing and Revenue
Category: Public Hearing
Prepared By: Jerry Bush
Initiator: Lillie Finley
Sponsors:
DOC ID: 3595

Public Hearing, Weed Abatement Assessment - 411 S 4Th St.

WEED ABATEMENT INVOICE**Date: 07/30/2019****To: State of Alabama
PO Box 327210
Montgomery Al. 36132****Property Address:
411 S 4th St
Opelika Al. 36801
Parcel # 10-03-08-3-000-028.000**

On June 26, 2019 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>133.75</u>
Certified mail:	<u>13.34</u>
Misc.	<u> </u>
Total	<u>143.89</u>

Attachment: WEED INVOICE 411 S 4th St. (3595 : Public Hearing Weed Abatement Assessment - 411 S 4Th St.)

To: State of Alabama
 PO Box 327210
 Montgomery Al 36132

**NOTICE OF PUBLIC HEARING ON COST OF
 ABATEMENT OF WEED NUISANCE LOCATED AT
 411 S 4th St. Parcel 10-03-08-3-000-028.000**

=====

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 411 S 4th St., Parcel No. 028.000 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 \$143.89.

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 6th day of August, 2019.

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 30th day of July, 2019.

 Jerry Bush
 Code Compliance Officer

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



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 08/06/19 07:00 PM
Department: Purchasing and Revenue
Category: Public Hearing
Prepared By: Jerry Bush
Initiator: Lillie Finley
Sponsors:

GENERAL BUSINESS (ID # 3597)

DOC ID: 3597

Public Hearing, Weed Abatement Assessment - 504 S 4Th St

WEED ABATEMENT INVOICE**Date: 07/30/2019****To: State of Alabama
PO Box 327210
Montgomery Al. 36132****Property Address:
504 S 4th St
Opelika Al. 36801
Parcel # 10-03-08-3-000-104.000**

On June 26, 2019 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>500.00</u>
Certified mail:	<u>13.34</u>
Misc.	<u> </u>
Total	<u>513.34</u>

Attachment: WEED INVOICE 504 S 4th St. (3597 : Public Hearing - Weed Abatement Assessment - 504 S 4Th St)

To: State of Alabama
 PO Box 327210
 Montgomery Al 36132

**NOTICE OF PUBLIC HEARING ON COST OF
 ABATEMENT OF WEED NUISANCE LOCATED AT
 504 S 4th St. Parcel 10-03-08-3-000-104.000**

=====

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 504 S 4th St., Parcel No. 104.000 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 \$513.34.

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 6th day of August, 2019.

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 30th day of July, 2019.

 Jerry Bush
 Code Compliance Officer

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



City Council

204 South 7Th Street
Opelika, AL

SCHEDULED

BIDS 208-19

Meeting: 08/06/19 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Lillie Finley
Sponsors:
DOC ID: 3602

Anand Street Improvements and Extension - ENG

RESOLUTION NO. _____

WHEREAS, the Purchasing Department opened sealed bids for a contract for Anand Street Improvements and Extension for the Engineering Department; and

WHEREAS, D & J Enterprises, Inc. submitted the lowest bid meeting specifications; and

WHEREAS, funding for the project will come from Unassigned Funds;

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

1. That the contract be awarded to D & J Enterprises, Inc. on their low bid meeting specifications.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to D & J Enterprises, Inc. in the amount of \$356,980.00.
3. That the Controller be authorized to adjust the budget as necessary for this contract.
4. That the Mayor is hereby authorized to sign all documents pertaining to this contract.

APPROVED AND ADOPTED this the _____ day of _____, 2019.

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

ATTEST:

Robert G. Shuman, CMC
City Clerk - Treasurer

FACT SHEET

SUBJECT: Sealed Bid – Bid #19024 – We are asking the Council to approve a contract for the Anand Street Improvements and Extension

FACTS:

- Bid opening date – 7/30/19
- User Department – Engineering
- The bid was mailed to 9 vendors
- 2 bids were received
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend the contract be awarded to D & J Enterprises, Inc. on their low bid meeting specifications in the amount of \$356,980.00.**

16-A2--SCHEDULE OF VALUES--ANAND STREET IMPROVEMENT AND EXTENSION									
Item No.	Description	Units	Approximate Quantity	Engineering Estimate		D & J Enterprises		Piedmont Paving	
						Cost	Extension	Cost	Extension
201A	CLEARING AND GRUBBING	ACRE	1	\$ 4,000.00	\$ 4,000.00	\$ 3,500.00	\$ 3,500.00	\$ 9,200.00	\$ 9,200.00
210A	UNCLASSIFIED EXCAVATION	CU YD	1000	\$ 6.00	\$ 6,000.00	\$ 4.00	\$ 4,000.00	\$ 56.50	\$ 56,500.00
210A	REMOVAL OF ASPHALT PAVEMENT	SQ YD	1200	\$ 5.00	\$ 6,000.00	\$ 15.00	\$ 18,000.00	\$ 5.75	\$ 6,900.00
210A	REMOVAL OF CURB AND GUTTER	LIN FT	1000	\$ 12.00	\$ 12,000.00	\$ 4.00	\$ 4,000.00	\$ 7.25	\$ 7,250.00
2100	BORROW EXCAVATION	CU YD	500	\$ 12.00	\$ 6,000.00	\$ 8.00	\$ 4,000.00	\$ 21.00	\$ 10,500.00
214A	STRUCTURE EXCAVATION	CU YD	200	\$ 10.00	\$ 2,000.00	\$ 15.00	\$ 3,000.00	\$ 15.00	\$ 3,000.00
214B	FOUNDATION BACKFILL	CU YD	200	\$ 50.00	\$ 10,000.00	\$ 20.00	\$ 4,000.00	\$ 93.00	\$ 18,600.00
230A	ROADBED PROCESSING	RD BD STA	11	\$ 500.00	\$ 5,500.00	\$ 600.00	\$ 8,800.00	\$ 558.00	\$ 6,138.00
301A	CRUSHED AGGREGATE BASE COURSE, 6-IN THICK	SQ YD	3500	\$ 15.00	\$ 52,500.00	\$ 8.60	\$ 30,100.00	\$ 10.38	\$ 36,330.00
401A	BITUMINOUS TREATMENT "A"	SQ YD	2500	\$ 1.00	\$ 2,500.00	\$ 1.60	\$ 4,000.00	\$ 1.80	\$ 4,500.00
405A	TACK COAT	GAL	600	\$ 4.50	\$ 2,700.00	\$ 5.00	\$ 3,000.00	\$ 5.25	\$ 3,150.00
424A	SUPERPAVE BITUMINOUS CONCRETE WEARING LAYER, 1/2" MAX. AGGREGATE SIZE MIX, ESAL RANGE A/B	TON	150	\$ 85.00	\$ 12,750.00	\$ 75.00	\$ 11,250.00	\$ 125.00	\$ 18,750.00
424B	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, 1" MAX. AGGREGATE SIZE MIX, ESAL RANGE A/B	TON	200	\$ 85.00	\$ 17,000.00	\$ 75.00	\$ 15,000.00	\$ 110.00	\$ 22,000.00
424B	SUPERPAVE BITUMINOUS CONCRETE BASE LAYER, 1" MAX. AGGREGATE SIZE MIX, ESAL RANGE A/B	TON	400	\$ 85.00	\$ 34,000.00	\$ 75.00	\$ 30,000.00	\$ 101.00	\$ 40,400.00
530A	18" ROADWAY PIPE (CLASS 3 R.C.)	LIN FT	250	\$ 60.00	\$ 15,000.00	\$ 40.00	\$ 10,000.00	\$ 44.00	\$ 11,000.00
600A	MOBILIZATION	LUMP SUM	1	\$ 25,000.00	\$ 25,000.00	\$ 16,000.00	\$ 16,000.00	\$ 9,000.00	\$ 9,000.00
614A-000	SLOPE PAVING	CU YD	50	\$ 200.00	\$ 10,000.00	\$ 300.00	\$ 15,000.00	\$ 250.00	\$ 12,500.00
619A	18-IN ROADWAY PIPE END TREATMENT	EACH	1	\$ 1,250.00	\$ 1,250.00	\$ 750.00	\$ 750.00	\$ 1,150.00	\$ 1,150.00
620A	MINOR STRUCTURE CONCRETE	CU YD	10	\$ 1,200.00	\$ 12,000.00	\$ 600.00	\$ 6,000.00	\$ 600.00	\$ 6,000.00
620B	JUNCTION BOX	EACH	1	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00	\$ 2,200.00	\$ 2,200.00
621C	INLETS, TYPE 3 (1 WING)	EACH	3	\$ 3,500.00	\$ 10,500.00	\$ 4,000.00	\$ 12,000.00	\$ 3,155.00	\$ 9,465.00
621C	INLET CONVERSION TO A MANHOLE JUNCTION BOX	EACH	1	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,100.00	\$ 1,100.00
621C	INLET, TYPE P1 (YARD INLET)	EACH	1	\$ 2,500.00	\$ 2,500.00	\$ 4,000.00	\$ 4,000.00	\$ 3,300.00	\$ 3,300.00
623A	36-INCH CONCRETE GUTTER	LIN FT	150	\$ 25.00	\$ 3,750.00	\$ 20.00	\$ 3,000.00	\$ 14.00	\$ 2,100.00
623B	CONCRETE CURB TYPE N	LIN FT	200	\$ 20.00	\$ 4,000.00	\$ 15.00	\$ 3,000.00	\$ 13.20	\$ 2,640.00
623B	CONCRETE CURB TYPE N SPECIAL	LIN FT	100	\$ 50.00	\$ 5,000.00	\$ 80.00	\$ 8,000.00	\$ 13.20	\$ 1,320.00
623C	CONCRETE CURB AND GUTTER 24-INCH TYPE C	LIN FT	2000	\$ 30.00	\$ 60,000.00	\$ 12.00	\$ 24,000.00	\$ 14.85	\$ 29,700.00
650B	TOP SOIL	CU YD	100	\$ 8.00	\$ 800.00	\$ 10.00	\$ 1,000.00	\$ 68.40	\$ 6,840.00
652A	SEEDING	ACRE	1.00	\$ 1,200.00	\$ 1,200.00	\$ 1,500.00	\$ 1,500.00	\$ 1,650.00	\$ 1,650.00
654A	SOLID SODDING (MATCH EXISTING)	SQ YD	500.00	\$ 5.00	\$ 2,500.00	\$ 5.00	\$ 2,500.00	\$ 11.55	\$ 5,775.00
656A	MULCHING	ACRE	1.00	\$ 900.00	\$ 900.00	\$ 1,000.00	\$ 1,000.00	\$ 440.00	\$ 440.00
665A	TEMPORARY SEEDING	ACRE	2.00	\$ 1,200.00	\$ 2,400.00	\$ 900.00	\$ 1,800.00	\$ 880.00	\$ 1,760.00
665B	TEMPORARY MULCHING	ACRE	2.00	\$ 300.00	\$ 600.00	\$ 900.00	\$ 1,800.00	\$ 1,245.00	\$ 2,490.00
665F	HAY BALES	EACH	200	\$ 6.00	\$ 1,200.00	\$ 10.00	\$ 2,000.00	\$ 11.50	\$ 2,300.00
665J	SILT FENCE	LIN FT	1000	\$ 3.50	\$ 3,500.00	\$ 4.00	\$ 4,000.00	\$ 2.75	\$ 2,750.00
665N	TEMPORARY COURSE AGGREGATE, ALDOT #1	TON	150	\$ 75.00	\$ 3,750.00	\$ 30.00	\$ 4,500.00	\$ 44.00	\$ 6,600.00
665O	SILT FENCE REMOVAL	LIN FT	1000	\$ 1.00	\$ 1,000.00	\$ 2.00	\$ 2,000.00	\$ 2.50	\$ 2,500.00
680A-000	ENGINEERING CONTROLS	LUMP SUM	1	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,500.00	\$ 5,500.00
701A	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	1.0	\$ 3,500.00	\$ 3,500.00	\$ 4,000.00	\$ 4,000.00	\$ 330.00	\$ 330.00
701A	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	1.0	\$ 3,500.00	\$ 3,500.00	\$ 4,000.00	\$ 4,000.00	\$ 330.00	\$ 330.00
703A	TRAFFIC CONTROL MARKINGS	SQ FT	800	\$ 5.50	\$ 4,400.00	\$ 6.00	\$ 4,800.00	\$ 2.10	\$ 1,680.00
703B	TRAFFIC CONTROL LEDGENDS	SQ FT	200	\$ 5.50	\$ 1,100.00	\$ 7.50	\$ 1,500.00	\$ 2.10	\$ 420.00
705A	PAVEMENT MARKERS, CLASS C, TYPE (AS NEEDED)	EACH	500	\$ 4.50	\$ 2,250.00	\$ 8.00	\$ 4,000.00	\$ 5.25	\$ 2,625.00
710A	CLASS 4, ALUMINUM FLAT SIGN PANELS 0.08" THICK OR STEEL FLAT SIGN PANELS 14 GAUGE (TYPE III OR TYPE IV BACKGROUND)	SQ FT	100	\$ 22.00	\$ 2,200.00	\$ 15.00	\$ 1,500.00	\$ 19.00	\$ 1,900.00
710B	ROADWAY SIGN POST (#3 U CHANNEL, GALVANIZED STEEL)	LIN FT	100	\$ 12.00	\$ 1,200.00	\$ 10.00	\$ 1,000.00	\$ 19.00	\$ 1,900.00
740B	CONSTRUCTION SIGNS	SQ FT	300	\$ 10.00	\$ 3,000.00	\$ 15.00	\$ 4,500.00	\$ 11.00	\$ 3,300.00
740D	CHANNELIZING DRUMS	EACH	150	\$ 40.00	\$ 6,000.00	\$ 75.00	\$ 11,250.00	\$ 5.00	\$ 750.00
740E	CONES (36 INCHES HIGH)	EACH	30	\$ 20.00	\$ 600.00	\$ 40.00	\$ 1,200.00	\$ 5.00	\$ 150.00
740F	TYPE III BARRICADES	EACH	4	\$ 200.00	\$ 800.00	\$ 300.00	\$ 1,200.00	\$ 125.00	\$ 500.00
740I	WARNING LIGHTS TYPE B	EACH	12	\$ 300.00	\$ 3,600.00	\$ 100.00	\$ 1,200.00	\$ 25.00	\$ 300.00
740M	BALLAST FOR CONE	EACH	30	\$ 7.00	\$ 210.00	\$ 12.00	\$ 360.00	\$ 8.00	\$ 240.00
741C	PORTABLE SEQUENTIAL ARROW AND CHEVRON SIGN UNIT	EACH	2	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 700.00	\$ 1,400.00
WATER 1	6"x6" DI TEE		1	\$ 50.00	\$ 50.00	\$ 1,000.00	\$ 1,000.00	\$ 951.00	\$ 951.00
WATER 2	6" GATE VALVE, AWWA C509-01 MJ x MJ	EACH	4	\$ 150.00	\$ 600.00	\$ 750.00	\$ 3,000.00	\$ 955.00	\$ 3,820.00
WATER 3	VALVE BOX, CAST IRON NO. 6 ROUND BASE	EACH	4	\$ 50.00	\$ 200.00	\$ 150.00	\$ 600.00	\$ 85.00	\$ 340.00
WATER 4	VALVE MARKER	EACH	2	\$ 50.00	\$ 100.00	\$ 100.00	\$ 200.00	\$ 72.00	\$ 144.00
WATER 5	6" DI MEGA LUGS	EACH	11	\$ 10.00	\$ 110.00	\$ 120.00	\$ 1,320.00	\$ 78.00	\$ 858.00
WATER 6	CONCRETE BRACE	EACH	3	\$ 200.00	\$ 600.00	\$ 250.00	\$ 750.00	\$ 1,060.00	\$ 3,180.00
WATER 7	CONNECTION TO EXISTING SYSTEM	EACH	1	\$ 200.00	\$ 200.00	\$ 1,500.00	\$ 1,500.00	\$ 3,150.00	\$ 3,150.00
WATER 8	6" DI 90 DEG BEND	EACH	1	\$ 50.00	\$ 50.00	\$ 750.00	\$ 750.00	\$ 446.00	\$ 446.00
WATER 9	6" DIP WATER MAIN CL 350, P-Q	LIN FT	500	\$ 80.00	\$ 40,000.00	\$ 32.00	\$ 16,000.00	\$ 34.00	\$ 17,000.00
WATER 10	6"x6" HYDRANT TEE, MJ x MJ x SWIVEL	EACH	1	\$ 75.00	\$ 75.00	\$ 400.00	\$ 400.00	\$ 472.00	\$ 472.00
WATER 11	FIRE HYDRANT, AWWA C502-05, 6" SHOE 5-1/4" VALVE LUBE STOP	EACH	1	\$ 800.00	\$ 800.00	\$ 3,500.00	\$ 3,500.00	\$ 3,350.00	\$ 3,350.00
WATER 12	1" ANCHOR COUPLING	EACH	1	\$ 50.00	\$ 50.00	\$ 300.00	\$ 300.00	\$ 459.00	\$ 459.00
WATER 13	6" PLUG	EACH	1	\$ 20.00	\$ 20.00	\$ 150.00	\$ 150.00	\$ 413.00	\$ 413.00
TOTAL COST				\$ 434,015.00		\$ 356,980.00		\$ 423,706.00	

RESOLUTION NO. 209-19

Expense reports from various departments.**RESOLUTION NO. _____**

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

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

Employee	Department	\$ Amount
-----	-----	-----
Lillie Finley	Purch/Rev	92.80
Lillie Finley	Purch/Rev	121.80
Lisa McLeod	H/R	140.21
Kevin Rice	Planning	109.34
James Bush	IT	106.26
T.J. White	IT	112.16
Tara Young	IT	112.52
Heather Middleton-High	HR	283.04

-) That attached is an expense report(s) prepared, dated and signed by the City employee or official covering the various expenses incurred on said trip and reviewed/approved by the City's accounting department and City official.
- 3) That the Opelika City Council hereby approves the attached expense reports for reimbursement to said City employee or official.
- 4) That the Mayor and/or appropriate City official is hereby directed and authorized to take the necessary steps so a check(s) can be prepared covering the attached expense report(s).
- 5) That the City Treasurer is authorized to sign said check(s) so it can be delivered to the appropriate City employee or official.

ADOPTED and APPROVED this the ____ day of _____, 2019.

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

ATTEST:

Robert G. Shuman, CMC
City Clerk - City Treasurer

EXPENSE REPORT

NAME

Lillie Finley

DEPARTMENT

Purchasing-Revenue

PERIOD ENDING

07/07-07/10

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS			ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC.	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUB- LIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
SUN												0.00
MON												0.00
TUES												0.00
WED												0.00
THU												0.00
FRI												0.00
SAT												0.00
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	0.00	92.80	0.00	0.00	0.00	0.00	0.00	92.80

WEEKLY TOTAL EXPENSES

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

NUMBER OF DAYS AWAY FROM HOME

4

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

0%

NATURE OR PURPOSE OF TRAVEL

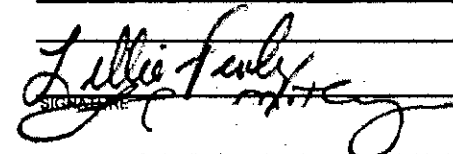
Alabama Municipal Revenue Officers Summer Conference

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM
MY ADVANCE☒ MAIL TO

Lillie Finley

Purchasing-Revenue



APPROVED BY

ITEMIZED AUTOMOBILE EXPENSES		
DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
07/7-7/10	Opelika to Mobile	
	58x160	92.80

ITEMIZED MISCELLANEOUS EXPENSES		
DATE	ITEMS	AMOUNT

EXPENSE REPORT

NAME

Lillie Finley

DEPARTMENT

Purchasing-Revenue

PERIOD ENDING

06/04-06/07

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS			ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC.	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUB- LIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
SUN												0.00
MON												0.00
TUES												0.00
WED												0.00
THU												0.00
FRI												0.00
SAT												0.00
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	0.00	121.80	0.00	0.00	0.00	0.00	0.00	121.80

WEEKLY TOTAL EXPENSES

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

NUMBER OF DAYS AWAY FROM HOME

4

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

0%

NATURE OR PURPOSE OF TRAVEL

Alabama City County Management Summer
Conference

METHOD OF REIMBURSEMENT

DEDUCT FROM
MY ADVANCE

MAIL TO

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
06/4-06/7	Opelika to Orange Beach	
	.58x210	121.80

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

Lillie Finley

Purchasing-Revenue

APPROVED BY

7/26/2019

PERIOD ENDING

DATE	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS Itemize Below			MISC EXPENSES Itemize Below	DAILY TOTAL
			AIR, RAIL, ETC	RENTAL CAR, LIMO, ETC.	LOCAL TAXI, TOLLS, & PUBLIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER		
7/26/2019	Foley, Alabama					\$ 140.21					\$ 140.21
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
WEEKLY CATEGORY TOTALS \$		\$ -	\$ -	\$ -	\$ -	\$ 140.21	\$ -	\$ -	\$ -	\$ -	\$ 140.21

[illegible]

DATE	\$, PARKING, REPAIRS, ETC	AMOUNT
26-Jul	Round trip mileage from Foley	
	conference back to City Hall	
	541.74 - 300 miles = 241.74 x .58	\$ 140.21

DATE	ITEMS	AMOUNT

1

Conference - Training

MAIL TO:

Human Resources

SIGNATURE

APPROVED BY

EXPENSE REPORT

NAME Kevin Rice DEPARTMENT Planning PERIOD ENDING 7/16/2019

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

DATE	DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS Itemize Below			ENTERTAINMENT Itemize Below	MISC EXPENSES Itemize Below	DAILY TOTAL
				AIR, RAIL, ETC	RENTAL CAR, LIMO, ETC.	LOCAL TAXI, TOLLS, & PUBLIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
	SUN												\$ -
	MON												\$ -
	TUE												\$ -
	WED												\$ -
20-Jun	THU	FROM ATLANTA GA AIRPORT TO OPELIKA AL					\$ 54.67						\$ 54.67
	FRI												\$ -
15-Jun	SAT	FROM OPELIKA, AL TO ATLANTA GA AIRPORT					\$ 54.67						\$ 54.67
WEEKLY CATEGORY TOTALS \$			\$ -	\$ -	\$ -	\$ -	\$ 109.34	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 109.34

WEEKLY TOTAL OF EXPENSES ↑

NUMBER OF DAYS AWAY FROM HOME

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL

National ADA Symposium

METHOD OF REIMBURSEMENT

MAIL TO:

SIGNATURE

APPROVED BY

Kevin Rice / DS
m. itey

ITEMIZED ENTERTAINMENT AND BUSINESS MEALS

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

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING, REPAIRS, ETC	AMOUNT
6/15/19	Opelika to Atlanta 94.26 miles @ .58	\$ 54.67
6/20/19	Atlanta to Opelika 94.26 @ .58	\$ 54.67

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

NAME	James Bush	DEPARTMENT	IT	PERIOD ENDING
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ITEMIZE ALL REIMBURSABLE EXPENSES IN APPROPRIATE BLANKS - ITEMIZE ANY NON-REIMBURSABLE EXPENSES ON REVERSE OF LAST COPY.

DATE	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS			MISC EXPENSES Itemize Below	DAILY TOTAL
			AIR, RAIL, ETC	RENTAL CAR, LIMO, ETC.	LOCAL TAXI, TOLLS, & PUBLIC TRANSIT	AUTO EXPENSES Itemize Below	Itemize Below				
							BREAKFAST	LUNCH	DINNER		
7/7/2019	from Opelika to Atlanta					\$ 53.13					\$ 53.13
7/12/2019	From Atlanta to Opelika					\$ 53.13					\$ 53.13
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
WEEKLY CATEGORY TOTALS \$		\$ -	\$ -	\$ -	\$ -	\$ 106.26	\$ -	\$ -	\$ -	\$ -	\$ 106.26

[illegible]

ITEMIZED AUTOMOBILE EXPENSES		
DATE	\$. PARKING, REPAIRS, ETC	AMOUNT
7-Jul	to Atlanta 91.60 @ .58	\$ 53.13
12-Jul	to Opelika 91.60 @ .58	\$ 53.13

ITEMIZED MISCELLANEOUS EXPENSES			
DATE	ITEMS		AMOUNT

6

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

ESRI USER CON

MAIL TO:

James Bush-

SIGNATURE

APPROVED BY

EXPENSE REPORT

NAME

TJ White

DEPARTMENT

Information Technology

PERIOD ENDING

8/2/2019

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS			ENTERTAIN- MENT Itemize Below	MISC EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUB- LIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
												0.00
												0.00
												0.00
												0.00
THU 8/1	Opelika to Columbiana AL					56.08						56.08
THU 8/1	Columbiana to Opelika AL					56.08						56.08
												0.00
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	0.00	112.16	0.00	0.00	0.00	0.00	0.00	112.16

WEEKLY TOTAL EXPENSES

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

NUMBER OF DAYS AWAY FROM HOME

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL

Munis Training in Columbiana AL 35051

METHOD OF REIMBURSEMENT

DEDUCT FROM
MY ADVANCE

MAIL TO

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC	AMOUNT
8/1	Opelika to Columbiana 96.70@ .58	56.08
8/1	Columbiana to Opelika 96.70@ .58	56.08

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

Information Technology

SIGNATURE

APPROVED BY

NAME	Tara Young	DEPARTMENT	Information Technology	PERIOD ENDING	8/2/2019
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ITEMIZE ALL REIMBURSABLE EXPENSES IN APPROPRIATE BLANKS - ITEMIZE ANY NON-REIMBURSABLE EXPENSES ON REVERSE OF LAST COPY.

APPROVED BY
Tara Yz...

7/26/2019

PERIOD ENDING

DATE	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS Itemize Below			MISC EXPENSES Itemize Below	DAILY TOTAL
			AIR, RAIL, ETC	RENTAL CAR, LIMO, ETC.	LOCAL TAXI, TOLLS, & PUBLIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER		
7/26/2019	Foley, Alabama					\$ 283.04					\$ 283.04
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
WEEKLY CATEGORY TOTALS \$		\$ -	\$ -	\$ -	\$ -	\$ 283.04	\$ -	\$ -	\$ -	\$ -	\$ 283.04

[illegible]

DATE	\$, PARKING, REPAIRS, ETC	AMOUNT
26-Jul	Round trip mileage from Foley	
	conference back to City Hall	
	488 miles x \$0.58	\$ 283.04

DATE	ITEMS	AMOUNT

4

0

Conference - Training

Human Resources

APPROVED BY

RESOLUTION NO. 210-19

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

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

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

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

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

No.	Qty.	Unit	Item Description	Fixed Asset
1.	1	Ea.	3 Point Hitch Flail Mower	87002946
2.	1	Ea.	Exercise Equipment - Treadmill	87002598
3.	1	Ea.	15' Flex Wing Rotary Cutter	87002765

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 _____, 2019.

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

ATTEST:

Robert G. Shuman, CMC
City Clerk - Treasurer

RESOLUTION NO. 211-19

Purchase - Cameras for New PD - IT

RESOLUTION NO. _____

WHEREAS, the Information Technology Department desires to purchase Cameras for the new Police Department; and

WHEREAS, this is a sole source purchase; and

WHEREAS, Vision Security Technologies is the sole vendor for the Cameras; and

WHEREAS, funds for this purchase are budgeted from Capital Expenditures;

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

1. That the purchase be awarded to Vision Security Technologies.
2. That the Purchasing-Revenue Manager be authorized to issue a purchase order to Vision Security Technologies not to exceed \$113,934.91 as a sole source purchase.
3. That the Controller is authorized to adjust the budget as necessary for this purchase.
4. That the Mayor is hereby authorized to sign all documents pertaining to this purchase.

APPROVED AND ADOPTED this the _____ day of _____, 2019.

C.E. “Eddie” Smith, Jr.

President of the City Council

City of Opelika, Alabama

ATTEST:

Robert G. Shuman, CMC

City Clerk - Treasurer



VISION

SECURITY TECHNOLOGIES

Opelika New Police Station

Prepared for:

Stephen Dawe
Cheif Technology Officer
Opelika City Hall
(334) 705-5140
sdawe@ci.opelika.al.us

Prepared by:

Trae Padilla
Account Manager
Vision Security Technologies
(205) 365-9291
tpadilla@visionsoutheast.com



Proposal Number: 8855-1-0
Opelika New Police Station
Date: July 31, 2019

Scope Of Work

Customer Details:

Site: 204 South 7th Street Opelika, AL 36801

Billing: 204 South 7th Street Opelika, AL 36801

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

We appreciate your time and this opportunity. The following information summarizes your current estimate and is a scope of work as we understand your needs. We have abbreviated a few items in an effort to streamline this document. Within the scope "VST" is Vision Security Technologies, "customer" designates the customer and "others" would be vendors working directly for you. Specific devices and part numbers can be found on the actual estimate. Please review this information and let us know if you have any questions.

This design proposal includes Vision Security Technologies installing sixty-four (64) cameras at the new Opelika Police Station per the customer/General Contractors provided drawings. It also includes the removal of forty-two (44) existing cameras located at the old Police Opelika Department next door **and** the re-installation of sixteen (16) existing cameras in the new Opelika Police Department.

VST to remove forty-two (44) existing IP cameras located at the old Police department building which includes the three (3) cameras in the interrogation rooms and the six (6) cameras in the courthouse.

VST to re-install sixteen (16) cameras in the new Opelika Police Department per the customer provided drawings.

VST to provide and install forty-eight (48) new IP cameras per the customer/General Contractors drawings.

Please refer to the customer provided drawings for camera names and locations. **64 cameras total**

Camera #1: Circulation 1-1

VST to provide and install one (1) 360-degree camera.

Camera #2: Circulation 1-2

VST to provide and install one (1) 360-degree camera.

Camera #3: Circulation 1-3

VST to provide and install one (1) 360-degree camera.

Camera #4: Circulation 1-4

VST to provide and install one (1) 360-degree camera.

Camera #5: Circulation 1-5

VST to provide and install one (1) 360-degree camera.

Camera #6: Circulation 1-6

VST to provide and install one (1) 360-degree camera.

Camera #7: Circulation 1-7

VST to provide and install one (1) 360-degree camera.

Camera #8: Circulation 1-8



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VST to provide and install one (1) 360-degree camera.

Camera #9: Circulation 1-9

VST to provide and install one (1) 360-degree camera.

Camera #10: Circulation 1-10

VST to provide and install one (1) 360-degree camera.

Camera #11: Court Lobby 1-1

VST to provide and install one (1) fisheye camera.

Camera #12: Court Lobby 1-2 Camera re-install

VST to provide and install one (1) fixed camera.

Camera #13: Court Lobby 1-3

VST to provide and install one (1) fisheye camera.

Camera #14: Vestibule 1-1 Camera re-install

VST to provide and install one (1) fixed camera.

Camera #15: Court Room 1-1 Camera re-install

VST to provide and install one (1) fixed camera.

Camera #16: Court Room 1-2 Camera re-install

VST to provide and install one (1) fixed camera.

Camera #17: Court Room 1-3 Camera re-install

VST to provide and install one (1) fixed camera.

Camera #18: Court Room 1-4 Camera re-install

VST to provide and install one (1) fixed camera.

Camera #19: Post Sentencing Camera re-install

VST to provide and install one (1) fixed camera.

Camera #20: Circulation 1-11 Camera re-install

VST to provide and install one (1) fixed camera.

Camera #21: Female holding

VST to provide and install one (1) fixed camera.

Camera #22: Male holding

VST to provide and install one (1) fixed camera.



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Camera #23: Dispatch
VST to provide and install one (1) fisheye camera.

Camera #24: Police lobby
VST to provide and install one (1) fisheye camera.

Camera #25: Workroom
VST to provide and install one (1) fisheye camera.

Camera #26: Evidence vestibule 1-1
VST to provide and install one (1) fisheye camera.

Camera #27: Evidence vestibule 1-2
VST to provide and install one (1) fisheye camera.

Camera #28: Vestibule 1-1
VST to provide and install one (1) fisheye camera.

Camera #29: Supply
VST to provide and install one (1) fisheye camera.

Camera #30: Court Entrance 1-1
VST to provide and install one (1) 270-degree camera.

Camera #31: Court Entrance 1-2
VST to provide and install one (1) 270-degree camera.

Camera #32: Court
VST to provide and install one (1) 270-degree camera.

Camera #33: Police
VST to provide and install one (1) 270-degree camera.

Camera #34: Police entrance 1-1
VST to provide and install one (1) 270-degree camera.

Camera #35: Police entrance 1-2 Camera re-install
VST to provide and install one (1) fixed camera.

Camera #36: Evidence
VST to provide and install one (1) 270-degree camera.

Camera #37: Supply 1-2 Camera re-install



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VST to provide and install one (1) fixed camera.

Camera #38: Supply 1-3

VST to provide and install one (1) 270-degree camera.

Camera #39: Stair B Camera re-install

VST to provide and install one (1) fixed camera.

Camera #40: Police parking

VST to provide and install one (1) 180-degree camera.

Camera #41: Holding entrance 1-1 Camera re-install

VST to provide and install one (1) fixed camera.

Camera #42: Holding entrance 1-2

VST to provide and install one (1) 270-degree camera.

Camera #43: Court employee

VST to provide and install one (1) 270-degree camera.

Camera #44: Vehicle entrance

VST to provide and install one (1) fixed camera.

Camera #45: Circulation 1-11

VST to provide and install one (1) 360-degree camera.

Camera #46: Circulation 1-12

VST to provide and install one (1) 360-degree camera.

Camera #47: Circulation 1-13

VST to provide and install one (1) 360-degree camera.

Camera #48: Circulation 1-14

VST to provide and install one (1) 360-degree camera.

Camera #49: Circulation 1-15

VST to provide and install one (1) 360-degree camera.

Camera #50: Circulation 1-16

VST to provide and install one (1) 360-degree camera.

Camera #51: Circulation 1-17

VST to provide and install one (1) 360-degree camera.

Attachment: 8-6-19 - CAMERAS FOR NEW POLICE STATION - SOLE SOURCE - CNCL PKT (211-19 : Purchase - Cameras for New PD - IT)



Proposal Number: 8855-1-0
Opelika New Police Station
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Camera #52: Polygraph Camera re-install
VST to provide and install one (1) fixed camera.

Camera #53: Interview 1-1 Camera re-install
VST to provide and install one (1) fisheye camera.

Camera #54: Interview 1-2 Camera re-install
VST to provide and install one (1) fisheye camera.

Camera #55: Interview 1-3 Camera re-install
VST to provide and install one (1) fisheye camera.

Camera #56: Interview 1-4
VST to provide and install one (1) fisheye camera.

Camera #57: Parking 1-1
VST to provide and install one (1) 180-degree camera.

Camera #58: Parking 1-2 wireless hardware and connectivity provided by customer
VST to provide and install one (1) 180-degree camera.

Camera #59: Parking 1-3 wireless hardware and connectivity provided by customer
VST to provide and install one (1) 180-degree camera.

Camera #60: Parking 1-4 wireless hardware and connectivity provided by customer
VST to provide and install one (1) 180-degree camera.

Camera #61: Parking 1-5 wireless hardware and connectivity provided by customer
VST to provide and install one (1) 180-degree camera.

Camera #62: Parking 1-6 wireless hardware and connectivity provided by customer
VST to provide and install one (1) 180-degree camera.

Camera #63: Parking 1-7 wireless hardware and connectivity provided by customer
VST to provide and install one (1) 180-degree camera.

Camera #64: Parking 1-8 wireless hardware and connectivity provided by customer
VST to provide and install one (1) 180-degree camera.

Hardware for cameras 57-64: Customer or others to provide the necessary step-down power.
VST to provide and install eight (8) pole mount adapters
VST to provide and install eight (8) outdoor enclosures.



*Proposal Number: 8855-1-0
Opelika New Police Station
Date: July 31, 2019*

VST to provide and install eight (8) enclosure backplanes.

VST to provide and install eight (8) enclosure locks.

VST to provide and install eight (8) power supply pole mount kits.

VST to provide and install the necessary camera software licensing for twenty-four (24) cameras.

VST to provide basic camera configurations and set up for integration into the City of Opelika GENETEC Video Management system.

VST to provide lift rental.

Customer or others to provide and install the necessary camera cabling.

Customer or others to provide and install any necessary conduit and back boxes.

Customer to provide and install any necessary camera switchgear, network access and wireless network transmission.

Customer or others to provide and install any necessary power including step down power at the light poles for cameras and their associated hardware.

Unless specifically outlined above, the customer or others is responsible for all: A.C. power, network connectivity, All conduit pathways, J-boxes within 36" of camera locations, all wiring and wiring paths that require masonry or structural penetrations, lifts or specialized training for this project.

Thank you for allowing Vision Security Technologies this opportunity. We look forward to working with you.

Sincerely,

Trae Padilla
Senior Account Manager
Vision Security Technologies
tpadilla@visionsoutheast.com <<mailto:tpadilla@visionsoutheast.com>>
Office: 205.443.2124

This project is being quoted as tax exempt. Materials will be purchased using a Certificate of Exemption per Act 2013-205 and Alabama Department Rule 810-6-3-77. The tax exempt entity will be required to file application, Form St: EXC-01.

Scope Details

- All work proposed shall be performed during normal business hours Monday through Friday 8:00AM -5:00PM
- Low voltage wiring shall be installed in conduit provided by others. Conduit to be installed in accordance with door riser diagrams.
- Customer or others to provide static IP addresses for proposed equipment.
- Customer or others will provide POE network switches for proposed equipment.
- 120 VAC power outlets and hardware connections are excluded from this project and are the responsibility of others.



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- Unless otherwise specified in the scope of work, customer will provide client PCs meeting minimum system requirements for application.
- Unless otherwise specified in the scope of work, customer will provide server PCs meeting minimum system requirements for application.
- VST will utilize customer's existing racks for headend equipment.
- Customer or others will provide and install cabling from end device to termination rooms. This cable must be certified or tested and reports made available to VST upon request.



Proposal Number: 8855-1-0
Opelika New Police Station
Date: July 31, 2019

Financial Summary

Customer Details:

Site: 204 South 7th Street Opelika, AL 36801
Billing: 204 South 7th Street Opelika, AL 36801
Contact: Stephen Dawe (334) 705-5140 sdawe@ci.opelika.al.us (334) 705-5149

CCTV			\$113,934.91
QTY	Description	Unit Price	Ext. Price
1	Axis 5MP vandal d/n mini dome, 360, 270, 180 audio	\$819.99	\$819.99
1	Axis Miniature HDTV pinhole camera for discreet su	\$512.84	\$512.84
17	Axis Flexible multisensor fixed camera w 4 1080p	\$1,229.99	\$20,909.83
9	Axis Multisensor, Multi-megapixel- 180 overview	\$2,051.41	\$18,462.69
8	6MP MINI DOME 360 PAN	\$481.41	\$3,851.28
1	12MP MINI DOME 360 PAN	\$687.13	\$687.13
9	8MP,360 MLTDIR	\$1,384.27	\$12,458.43
2	1.3MP indoor corner camera with an anti-grip/anti-ligature	\$1,332.84	\$2,665.68
4	vandal dome camera Back box8	\$54.64	\$218.56
18	Axis Wall mount with internal cable canal for dome	\$41.79	\$752.22
9	Axis Corner Bracket, use with T91E61	\$60.71	\$546.39
9	Single port midspan for Power over Ethernet Plus	\$82.84	\$745.56
9	Pendant kit for the AXIS Q60-series and AXIS P55-s	\$50.71	\$456.39
1	AXIS T91B51 indoor ceiling swivel base	\$137.13	\$137.13
8	Axis Pole Mount Adapter	\$77.13	\$617.04
1	Axis Pendant Kit	\$51.41	\$51.41
8	Outdoor Enclosure, NEMA4 IP65, 12x8x6	\$210.80	\$1,686.40
8	Backplane for WP1 Enclosure	\$19.55	\$156.40
8	Lock for WP1 enclosure	\$43.35	\$346.80
8	Altronix Pole Mount Kit for WayPoint PS	\$115.59	\$924.72
24	GSC 1 camera connection	\$232.14	\$5,571.36
72	Genetec™ Advantage Rate for 1 Ent Cam 1 Month	\$3.90	\$280.80

Supplies & Materials for: CCTV

QTY	Description	Ext. Price
1.00	Hardware	\$775.86
1.00	Lift Rental	\$1,800.00

Financial Summary

Total Equipment:	\$72,859.04
Total Labor:	\$38,500.00
Total Supplies & Materials:	\$2,575.86
Purchase Price, Excluding taxes:	\$113,934.91

.Note: The above price does not include sales tax

System Investment

Vision Security Technologies will provide the proposed system as described in this proposal for the sum of: \$113,934.91



Proposal Number: 8855-1-0
Opelika New Police Station
Date: July 31, 2019

Proposal Acceptance:

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

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

Prepared By: Vision Security Technologies
Name: Trae Padilla

Accepted By: Opelika City Hall
Name: Stephen Dawe

Signature: _____
 Title: Account Manager
 Date: _____

Signature: _____
 Title: Cheif Technology Officer
 Date: _____

Attachment: 8-6-19 - CAMERAS FOR NEW POLICE STATION - SOLE SOURCE - CNCL PKT (211-19 : Purchase - Cameras for New PD - IT)



Proposal Number: 8855-1-0
Opelika New Police Station
Date: July 31, 2019

STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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



Proposal Number: 8855-1-0
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incurs due to these changes.

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

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

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

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



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Opelika New Police Station
Date: July 31, 2019

and hereby waives any jurisdictional objection thereto.

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

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

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

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

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

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

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

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

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

CITY OF OPELIKA
Sole Source Justification

DEPARTMENT IT

REQUISITION NUMBER 17001321

NAME OF REQUESTING EMPLOYEE Stephen Dawe

VENDOR Vision Security Technologies -

PRODUCT/SERVICE Camera's & Microphones Per
Interrogation at OPD

Estimated annual expenditure for the commodity or service \$ _____

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

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

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

DEPARTMENT HEAD SIGNATURE

Shawn Paine

DEPARTMENT/DIVISION/DATE

12/5/2016

PURCHASING DEPARTMENT USE ONLY

PURCHASING AGENT APPROVAL
(SIGNATURE/DATE)*[Signature]**12-6-16*

DISAPPROVAL/DATE

COMMENTS

COUNCIL ACTION/DATE

This sole source is required because the DA has required OPD to fix the camera system in the police station. Vision Systems are currently installing camera systems at Courts, library and public works. The software and licensing needs to be standardized and Vision Systems as last years bid winner will be the only vendor who can supply the necessary software licenses for the city camera system.

Shawn Paine

RESOLUTION NO. 212-19

Weed Abatement Assessment - 411 S 4Th St

RESOLUTION NO. _____

**RESOLUTION FIXING AMOUNT OF ASSESSMENT
FOR WEED LIEN AGAINST PROPERTY LOCATED AT
411 S 4th St., Parcel No. 028.000**

=====

WHEREAS, the weed nuisance growing upon or in front of the property located at 411 S 4th St., parcel no. 028.000 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 411 S 4th St., a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 6th day of August, 2019 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 \$143.89 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 411 S 4th St., Parcel no. 028.000 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 43-10-03-08-3-000-028.000 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 6th day of August, 2019.

C. E. “Eddie” Smith, Jr.

President of the City Council

City of Opelika, Alabama

Attest:

R. G. “Bob” Shuman, CMC

City Clerk - City Treasurer

WEED ABATEMENT INVOICE

Date: 07/30/2019

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

**Property Address:
411 S 4th St
Opelika Al. 36801
Parcel # 10-03-08-3-000-028.000**

On June 26, 2019 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>133.75</u>
Certified mail:	<u>13.34</u>
Misc.	<u> </u>
Total	<u>143.89</u>

Attachment: WEED INVOICE 411 S 4th St. (212-19 : Weed Abatement Assessment - 411 S 4Th St)

RESOLUTION NO. 213-19

Weed Abatement Assessment - 504 S 4Th St.

RESOLUTION NO. _____

**RESOLUTION FIXING AMOUNT OF ASSESSMENT
FOR WEED LIEN AGAINST PROPERTY LOCATED AT
504 S 4th St., Parcel No. 104.000**

=====

WHEREAS, the weed nuisance growing upon or in front of the property located at 504 S 4th St., parcel no. 104.000 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 504 S 4th St., a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 6th day of August, 2019 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 \$513.34 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 504 S 4th St., Parcel no. 104.000 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 43-10-03-08-3-000-104.000 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 6th day of August, 2019.

C. E. “Eddie” Smith, Jr.

President of the City Council

City of Opelika, Alabama

Attest:

R. G. “Bob” Shuman, CMC

City Clerk - City Treasurer

WEED ABATEMENT INVOICE**Date: 07/30/2019****To: State of Alabama
PO Box 327210
Montgomery Al. 36132****Property Address:
504 S 4th St
Opelika Al. 36801
Parcel # 10-03-08-3-000-104.000**

On June 26, 2019 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>500.00</u>
Certified mail:	<u>13.34</u>
Misc.	<u> </u>
Total	<u>513.34</u>

Attachment: WEED INVOICE 504 S 4th St. (213-19 : Weed Abatement Assessment - 504 S 4Th St.)

RESOLUTION NO. 214-19

Refund of building permit fees.**Resolution No.** _____

WHEREAS, a Petition by Stone & Sons Electrical Contractor has been presented to the City of Opelika for refund of Building Permit tax fees collected for the installation of a traffic signals to be located at Anderson Road and Northpark Drive and has presented a letter to the Building Official had given incorrect information at permitting causing extra fees to be charged.

WHEREAS, the Petition and correctness of the amount of the Petition has been validated by Jeff Kappelman, Chief Building Inspector, for the City of Opelika, Alabama;

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

- 1) That the Petitioner be and the same is entitled to a refund in said amount; and
- 2) The Chief Building Inspector of the City of Opelika is hereby authorized to process the necessary paper work so a refund check for permit tax fees in the amount of \$652.71 to Stone & Sons Electrical Contractor located at 2530 Queenstown Road, Birmingham, Alabama, 36037, can be prepared.
- 3) That the City Clerk - Treasurer is hereby authorized to sign and mail said refund check.

APPROVED and ADOPTED this the _____ day of _____, 2019.

C. E. "Eddie" Smith, Jr.

President of the City Council

City of Opelika, Alabama

ATTEST:

Robert G. Shuman, CMC

City Clerk - Treasurer



City of Opelika

REQUEST FOR CHECK DISBURSEMENT FOR MUNIS

DATE: _____

FROM: _____

DEPT: _____

Please prepare check as follows:

Payable to: _____

Address or Send Check to: _____

Amount: \$ _____ Org Object: _____

Contract Number: _____ Req for Check Number: _____

Paid Receipts/Invoices Attached: _____ YES _____ NO

If NO, explain:

Department Head Signature: _____

Attachment: Request for Check Disbursement (214-19 : Building permit fee refund)

RESOLUTION NO. 215-19

CDBG PY2019 Action Plan.

The CDBG PY2019 allocation from HUD will be \$255,632. This is a 1% reduction from PY2018. There are no new activities proposed. This is the final program year of the Community Development 5-year Consolidated Plan.

RESOLUTION No. _____

WHEREAS, the Housing and Community Development Act of 1974, as amended, requires that the City prepare and submit to HUD each year an Annual Action Plan which identifies and describes activities which the City intends to undertake with Community Development Block Grant (CDBG) funds; and

WHEREAS, the City's Five-Year Consolidated Plan (2015-2019) identifies the community needs which have been identified with citizen input and prioritized by the Planning Department with advice from stakeholders; and

WHEREAS, the City's Annual Action Plan for the 2019 Program Year identifies the projects and programs to which have been selected by the City Council to be undertaken with said Program Year's funding; and

WHEREAS, a summary list of the projects and programs of said proposed Annual Action Plan was published in the Opelika Auburn News in order to give citizens an opportunity to comment and public hearings were programmed for May 23, 2019 and July 9, 2019; and

WHEREAS, certifications and grant agreements will need to be signed to submit the Action Plan and receive grant funds to implement the Action Plan;

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

1. That the City's PY2019 Annual Action Plan, attached hereto, under the Five-Year Consolidated Plan (2015-2019) is hereby adopted; and

2. That Gary Fuller, in his capacity as Mayor, is hereby authorized to execute all grant agreements, certifications, sub-recipient agreements, and other documents required in relation to the submission and implementation of said Plan for the City of Opelika to the U.S. Department of Housing and Urban Development (HUD).

APPROVED and ADOPTED this the _____ day of _____, 2019.

C. E. "Eddie" Smith, Jr.

President City Council

Opelika, Alabama

ATTEST:

R. G. Shuman

City Clerk - Treasurer



ANNUAL ACTION PLAN

CDBG

PY 2019

**Submitted to the Department of
Housing and Urban Development
Birmingham Field Office
October 1, 2019-September 31, 2020**

Attachment: Draft PY2019 Action Plan (215-19 : CDBG PY2019 Action Plan)

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Opelika is a Community Development Block Grant (CDBG) entitlement community and grantee. This is the Action Plan for PY2019 which is the fifth year of our 5-year Consolidate Plan. Expected funding for PY2019 is \$255,632, which is an approximate decrease of 1% from last year's funding amount. Funding available under the CDBG program is targeted to address community development needs with regard to affordable housing and supportive services for low to moderate income (LMI) families and individual who reside inside the city limits of Opelika.

City of Opelika
Community Development Block Grant (CDBG)
PY 2019 Draft Budget

	Proposed PY2018 Budget	Proposed PY2019 Budget	Increase/ Decrease
TOTAL GRANT AMOUNT	\$256,532.00	\$255,632.00	-1%
PUBLIC SERVICES (15% cap)	\$38,479.00	\$38,344.00	
LRCG Utility Assistance	\$15,979.00	\$15,844.00	-1%
East Alabama Food Bank Community Market	\$22,500.00	\$22,500.00	0%
Unity Wellness-AIDS Outreach	\$0.00	\$0.00	
Greater Peace Community Development Corp K-4	\$0.00	\$0.00	0%
Twin Cedars Child Advocacy Victims of Sexual Abuse	\$0.00	\$0.00	0%
PUBLIC FACILITIES	\$45,000.00	\$60,000.00	
Sidewalk/Streetscape	\$45,000.00	\$60,000.00	33%
HOUSING SERVICES	\$101,747.00	\$86,162.00	
Emergency Home Repair	\$71,747.00	\$46,162.00	-36%
Home Ownership Assistance	\$30,000.00	\$40,000.00	33%
Habitat for Humanity	\$0.00	\$0.00	
REHABILITATION	\$20,000.00	\$20,000.00	
Main Street Opelika Façade Grant Program	\$20,000.00	\$20,000.00	0%
ADMINISTRATION (20% cap)	\$51,306.00	\$51,126.00	
Administration	\$51,306.00	\$51,126.00	-1%

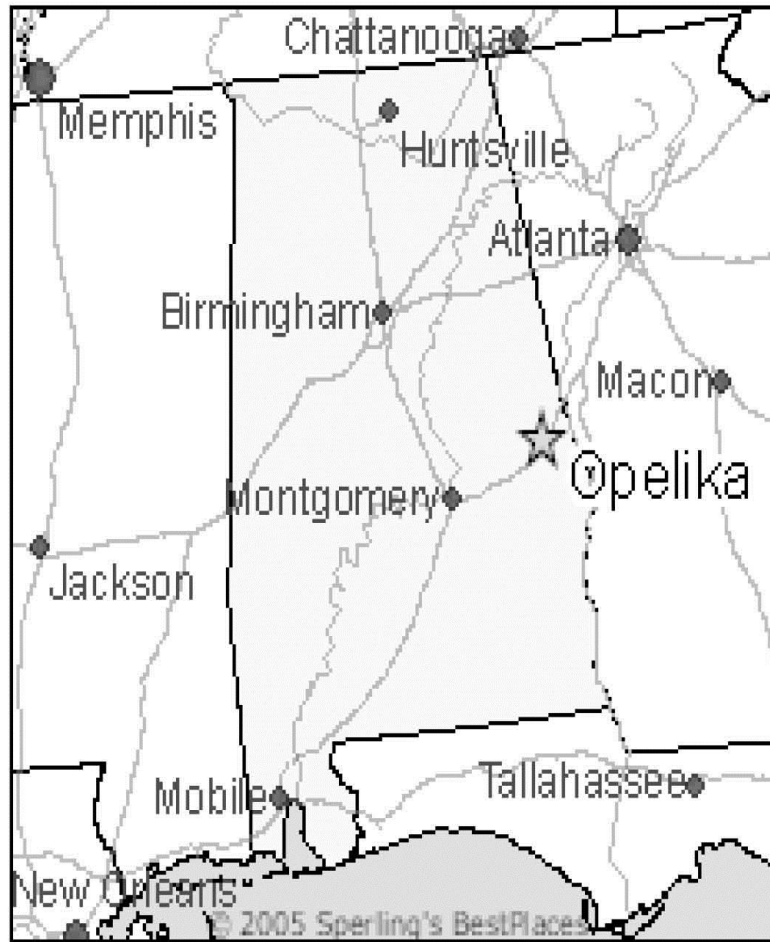
Attachment: Draft PY2019 Action Plan (215-19 : CDBG PY2019 Action Plan)

PY2019 Draft Budget

Annual Action Plan
2019

3

Alabama



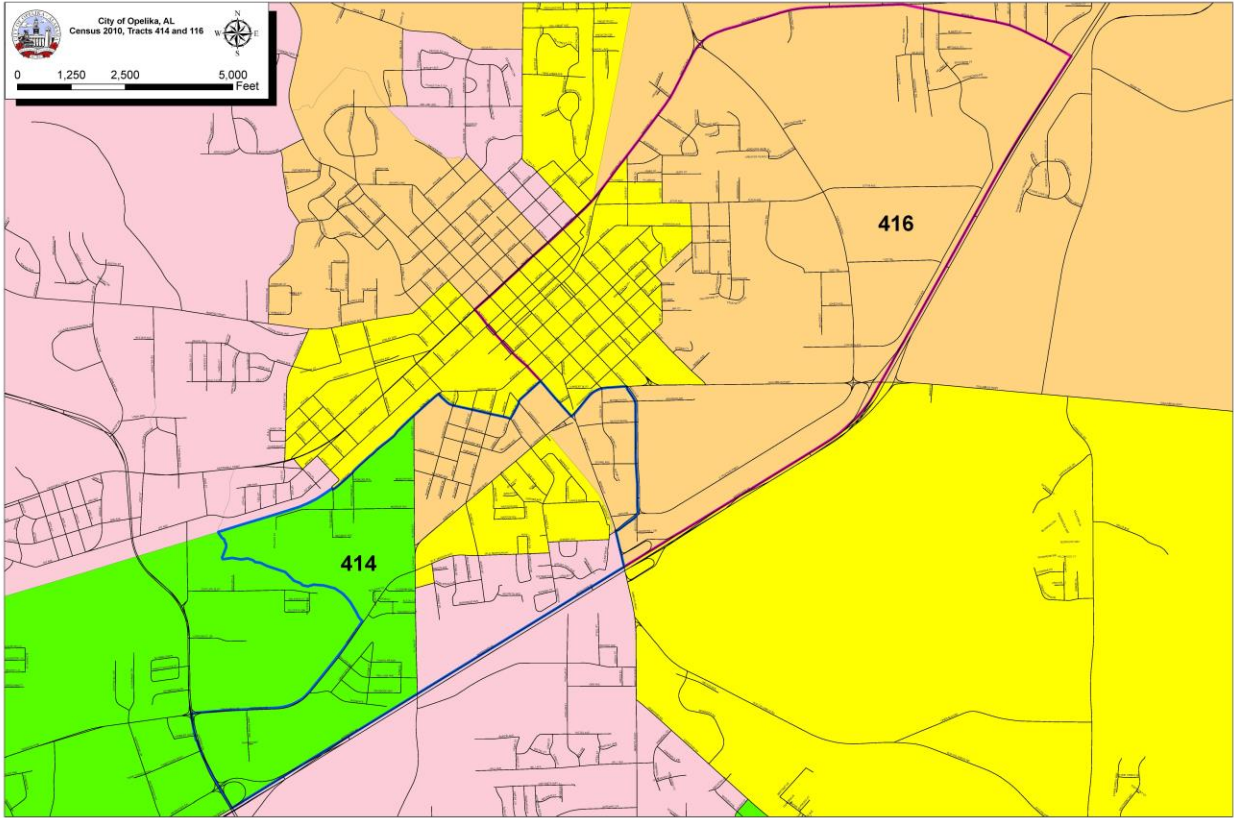
CITY RELATED TO REGION

Attachment: Draft PY2019 Action Plan (215-19 : CDBG PY2019 Action Plan)

City Region Map

Annual Action Plan
2019

4



Census Tracts 414 ÿ 416

Attachment: Draft PY2019 Action Plan (215-19 : CDBG PY2019 Action Plan)

OMB Number: 4040-0004
Expiration Date: 12/31/2019

Application for Federal Assistance SF-424		
* 1. Type of Submission: ☐ Preapplication ☒ Application ☐ Changed/Corrected Application * 2. Type of Application: ☐ New ☒ Continuation ☐ Revision * If Revision, select appropriate letter(s): * Other (Specify): 		
* 3. Date Received: 08/30/2019		4. Applicant Identifier:
5a. Federal Entity Identifier: AL11740		5b. Federal Award Identifier: 14.218
State Use Only:		
6. Date Received by State:		7. State Application Identifier:
8. APPLICANT INFORMATION:		
* a. Legal Name: CITY OF OPELIKA		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 63-6001334		* c. Organizational DUNS: 1300585840000
d. Address:		
* Street1: 204 S. 7TH ST. (P O BOX 390)		
Street2:		
* City: OPELIKA		
County/Parish:		
* State: AL: Alabama		
Province:		
* Country: USA: UNITED STATES		
* Zip / Postal Code: 36801-0390		
e. Organizational Unit:		
Department Name: PLANNING DEPARTMENT		Division Name: COMMUNITY DEVELOPMENT
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: Mrs.		* First Name: LISA
Middle Name:		
* Last Name: THRIFT		
Suffix:		
Title: COMMUNITY DEVELOPMENT ADMINISTRATOR		
Organizational Affiliation:		
* Telephone Number: 3347055155		Fax Number: 3347055409
* Email: LTHRIFT@OPELIKA-AL.GOV		

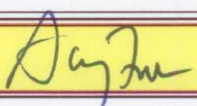
Attachment: Draft PY2019 Action Plan (215-19 : CDBG PY2019 Action Plan)

SF 424 pg 1

Annual Action Plan
2019

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Application for Federal Assistance SF-424	
* 9. Type of Applicant 1: Select Applicant Type: C: City or Township Government	
Type of Applicant 2: Select Applicant Type: 	
Type of Applicant 3: Select Applicant Type: 	
* Other (specify): 	
* 10. Name of Federal Agency: U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)	
11. Catalog of Federal Domestic Assistance Number: 	
CFDA Title: 	
* 12. Funding Opportunity Number: COMMUNITY DEVELOPMENT BLOCK GRANT	
* Title: 	
13. Competition Identification Number: N/A	
Title: 	
14. Areas Affected by Project (Cities, Counties, States, etc.): Add Attachment Delete Attachment View Attachment	
* 15. Descriptive Title of Applicant's Project: 	
Attach supporting documents as specified in agency instructions. Add Attachments Delete Attachments View Attachments	

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
* a. Applicant	AL-003
* b. Program/Project	AL-003
Attach an additional list of Program/Project Congressional Districts if needed.	
Add Attachment Delete Attachment View Attachment	
17. Proposed Project:	
* a. Start Date:	10/01/2019
* b. End Date:	09/30/2020
18. Estimated Funding (\$):	
* a. Federal	255,632.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	255,632.00
* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
☐ a. This application was made available to the State under the Executive Order 12372 Process for review on	
☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
☒ c. Program is not covered by E.O. 12372.	
* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)	
☐ Yes ☒ No	
If "Yes", provide explanation and attach	
Add Attachment Delete Attachment View Attachment	
21. "By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)	
☒ ** I AGREE	
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
Prefix:	Mr.
* First Name:	GARY
Middle Name:	
* Last Name:	FULLER
Suffix:	
* Title:	MAYOR
* Telephone Number:	3347055150
Fax Number:	
* Email:	GFULLER@OPELIKA-AL.GOV
* Signature of Authorized Representative:	
* Date Signed:	7-11-19

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

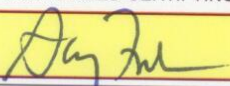
1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

Previous Edition Usable

Authorized for Local Reproduction

Standard Form 424D (Rev. 7-97)
Prescribed by OMB Circular A-102

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Mayor
APPLICANT ORGANIZATION	DATE SUBMITTED
CITY OF OPELIKA	7-11-19

SF-424D (Rev. 7-97) Back

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.


Signature of Authorized Official

7-11-19
Date

mayor
Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2018, 2019 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Certification pg 2

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2019

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Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.


Signature of Authorized Official

7-11-19
Date

mayor
Title

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OPTIONAL Community Development Block Grant Certification *n/a*

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

Signature of Authorized Official

Date

Title

Attachment: Draft PY2019 Action Plan (215-19 : CDBG PY2019 Action Plan)

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Specific HOME Certifications

n/a

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

Signature of Authorized Official

Date

Title

Attachment: Draft PY2019 Action Plan (215-19 : CDBG PY2019 Action Plan)

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Emergency Solutions Grants Certifications

n/a

The Emergency Solutions Grants Program recipient certifies that:

Major rehabilitation/conversion/renovation – If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation.

If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion.

In all other cases where ESG funds are used for renovation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the recipient will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the recipient serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – The recipient will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal, State, local, and private assistance available for these individuals.

Matching Funds – The recipient will obtain matching amounts required under 24 CFR 576.201.

Confidentiality – The recipient has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, the recipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities the recipient undertakes with assistance under ESG are consistent with its consolidated plan.

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Discharge Policy – The recipient will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

Signature of Authorized Official

Date

Title

Attachment: Draft PY2019 Action Plan (215-19 : CDBG PY2019 Action Plan)

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Housing Opportunities for Persons With AIDS Certifications

n/a

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the consolidated plan:

1. For a period of not less than 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,
2. For a period of not less than 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

Signature of Authorized Official

Date

Title

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APPENDIX TO CERTIFICATIONS**INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:****Lobbying Certification**

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

Five goals were established for our five-year consolidated planning period to be addressed annually. They are:

- Goal 1:** Provide decent and affordable housing and supportive services for LMI families
- Goal 2:** Provide decent and affordable housing and supportive services for populations with a disability and/or elderly
- Goal 3:** Provide support for non-profit public services
- Goal 4:** Improve public facilities and/or infrastructure
- Goal 5:** Eliminate slums and blight

Goals 1, 2, and 5 will be accomplished through the city's Emergency Home Repair program, the Homeownership Loan program, and through the Building Inspection Division with the demolition of neglected and unsafe properties. The Emergency Home Repair Program provides home repairs to LMI individuals and families, which include those with a disability and/or elderly. Our goal is to assist 15 homeowners per year with repairs. The Homeownership Loan Program assists LMI individuals and families with down payment and closing cost expenses so that they can purchase a home. This allows a first-time home buyer with good credit but limited savings to afford home ownership. Our goal is to assist five (5) buyers per year to purchase a home.

Goal 3 will be accomplished by supporting the East Alabama Food Bank's Community Market. The Community Market is a grocery store style market for LMI that are food deprived. Support will also be provided for Lee Russell Council of Government Utility Assistance program. This program provides assistance with utility costs for LMI at a time when they cannot afford to pay for an electrical, water, or gas bill.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The success of our Emergency Home Repair program and the number of people we are able to serve each year has made it impossible NOT to continue this activity each and every year. To date the City of Opelika has assisted eight(8) homeowners with home repairs. Seventy-five (75%) percent of our applicants were senior citizens. Many seniors are living on a very limited income that simply cannot afford to do the repairs that are needed on their homes. They must choose between eating, medical expenses, or home repairs. Home repairs are often a last priority. The City of Opelika will continue to concentrate on improving the living conditions and providing affordable housing for our low-moderate income citizens.

The City of Opelika has closed on three (3) Home Ownership Loans and has five (5) pending that will close prior to the end of this program year making this a very successful year.

Opelika Main Street has had four (4) facade renovations and have two (2) pending in the Historic Downtown Business District which is an economic driver bringing continued jobs and tax revenue.

Our most recent conducted annual timeliness report pulled on May 23, 2019 indicated that the city had a 1.04 time its current grant amount in the Line of Credit. This is well below the threshold of 1.5 times of the current grant amount. Considering our funding was not received until six months into our program year, we have been busy and moved activities quickly.



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System

Current CDBG Timeliness Report
Grantee : OPELIKA, AL

DATE: 05-23-19
TIME: 14:23
PAGE: 1

PGM YEAR	PGM START DATE	TIMELINESS TEST DATE	CDBG GRANT AMT	--- LETTER OF CREDIT BALANCE ---	DRAW RATIO	MINIMUM DISBURSEMENT TO MEET TEST
				UNADJUSTED ADJUSTED FOR PI	UNADJ ADJ	UNADJUSTED ADJUSTED
2017	10-01-17	08-02-18	226,363.00	192,363.87	0.85	0.85
2018	10-01-18	08-02-19	256,532.00	267,290.94	1.04	1.04

***** Ratio cannot be calculated because either the grantee's current year grant has not been obligated in LOCCS or the current program year start and end dates have not been entered in IDIS.

Timeliness Report

Annual Action Plan
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4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

As the grantee for CDBG, the City conducted a consolidated citizen participation process, which combined public hearings and agency consultation meetings. Public hearings were held on May 23, 2019 and July 9, 2019. Notices were run in the Opelika Observer and/or Opelika-Auburn newspaper and posted at City Hall, Public Works, Cooper Memorial Library, and the SportsPlex. A copy of publication is attached. Staff is very receptive to the thoughts and desires of our citizens and their needs and open to all suggestions.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

Citizen participation is a critical component of the CDBG program with regard to determining community needs, goals, and priorities. All citizen participation activities were implemented in compliance with the City's approved Citizen Participation (CP) Plan, including advanced notice of public hearings and two public hearings. Efforts made to broaden citizen participation included setting public hearings at times and locations that were convenient to the public, posting at the public library, City Hall, Public Works building, and parks and recreation SportsPlex.

Advertised where two public hearings in preparation of the Action Plan.

Public Hearing: May 23, 2019

There was only one person in attendance at this meeting. Selena Daniels, representing One Voice Shelter, expressed the need for local coordination and shelter for individuals needing stable living arrangements who are currently homeless or are facing homelessness.

Public Hearing: July 9, 2019

There were only two people in attendance at this meeting. Mayor Gary Fuller and Ward II city councilwoman, Tiffany Pitts. Questions were answered on how public service funds are calculated (15% cap on total allocation), what organizations submitted a request for funding application, and how subrecipients are selected.

Public Notice and Public Hearing

NOTICE OF FUNDING AVAILABILITY AND APPLICATION

The City of Opelika announces anticipated funding availability under the CDBG Program Year 2019 an estimated \$255,632 of Federal grant funds for activities such as Commercial Revitalization, Housing Rehabilitation and Neighborhood Revitalization projects. A portion of this funding is planned for sub-recipients such as community groups and non-profits. Applications for funding are available at the Public Works Facility, 700 Fox Trail, Opelika or by contacting the Community Development office at (334) 705-5155. Applications are due at the Community Development Office by **4:00 p.m., Thursday, May 23, 2018.**

NOTICE OF PUBLIC HEARING AND COMMENT

The City of Opelika invites public comment on actions to be taken with the Community Development Block Grant (CDBG) Program funding. Your ideas and suggestions for projects are welcome. This meeting is an opportunity for staff, citizens, and non-profit organizations to express community needs prior to setting the PY2019 budget.

A public hearing will be held on **Thursday, May 23, 2019 @ 4:00 p.m.** in the Public Works/Planning chamber at 700 Fox Trail. Public comment and questions are invited either in writing or in person and will be accepted until June 23, 2019. Comments may be sent to:

Lisa Thrift
CDBG Administrator
P.O. Box 390
Opelika, AL 36803
 or
lthrift@opelika-al.gov

If special accommodations are needed to participate at the hearing by persons with disabilities please contact Lisa McLeod, the City's ADA Coordinator at 705-5131 at least forty-eight hours in advance.

Attachment: Draft PY2019 Action Plan (215-19 : CDBG PY2019 Action Plan)

Public Notice for 052319

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p.m. This is a double elimination tournament. The winner advances to the state tournament.

FOOTBALL

The Bulldog football team hit the field last Tuesday for the first day of spring train-

players were expected to participate in spring training. The quarterback position is one of many positions that's open because of graduation. Special teams will be limited during the spring. The Bulldogs

rising senior Davy Davis and rising junior Malik Finley. Opelika will conclude spring drills May 16 with a practice game against Valley 6:30 p.m. at Bulldog Stadium.

Softball is the last

D. Mark Mitchell is sports director for iHeart Media, Alabama Dixie Boys State director and vice president of the A-O Sports Council.

Public Notice and Public Hearing

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PUBLIC NOTICE OF HEARING

ANNUAL ACTION PLAN PY2019

The City of Opelika will hold a public hearing at **4:00pm on Tuesday, July 9** at the Public Works Facility's Planning Chambers, 700 Fox Trail for citizen input and questions concerning PY2019 Action Plan activities which is currently in progress. For each year of the Five Year Consolidated Plan, an Annual Action Plan must be developed to identify programs and projects that the City intends to accomplish. The programs and projects are funded by the Community Development Block Grant (CDBG) Program through the U. S. Department of Housing & Urban Development (HUD). The City will receive \$255,632 in the 2019 Program Year. The Program Year begins October 1, 2019 and ends September 30, 2020.

The 2019 Action Plan portion of the Consolidated Plan details the programs and projects that are proposed for funding. Supposing continued funding of present operations (with adjustments based on funding fluctuation) the below potential activities have been provided:

Housing Services	
Emergency Home Repair	\$ 71,162
Home Ownership	\$ 30,000
Public Services	
Utility Assistance	\$ 15,844
The Community Market	\$ 22,500
Public Facilities	
Sidewalk/Streetscape	\$ 45,000
Rehabilitation	
Opelika Main Street	\$ 20,000
Administration	
	\$ 51,126
Grant Total	\$255,632

Public participation and comment is invited either in writing or in person. A draft and proposed version of the Plan is available for review at the Opelika Public Library at 200 South 6th St., City Hall at 204 S. 7th St., or the Public Works Facility at 700 Fox Trail beginning Tuesday, July 9, 2019. Comments and concerns can be forwarded to the address below and must be received by the department no later than 4:00 pm on Wednesday, July 24, 2019.

Public Comment Point of Contact:

Lisa Thrift
Community Development Administrator
Planning Department
City of Opelika Public Works
700 Fox Trail
Opelika, AL 36801
lthrift@opelika-al.gov

If special accommodations are needed to participate at the hearing by persons with disabilities please contact Lisa McLeod, the City's ADA Coordinator at 705-5132 at least forty-eight hours in advance.

Attachment: Draft PY2019 Action Plan (215-19 : CDBG PY2019 Action Plan)

Public Notice for 070919

Annual Action Plan
2019

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Opelika Observer

PUBLIC NOTICE OF HEARING

ANNUAL ACTION PLAN PY2019

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The 2019 Action Plan portion of the Consolidated Plan details the programs and projects that are proposed for funding. Supposing continued funding of present operations (with adjustments based on funding fluctuation) the below potential activities have been provided:

Housing Services

Emergency Home Repair - \$46,162

Home Ownership - \$40,000

Public Services

Utility Assistance - \$15,844

The Community Market - \$22,500

Public Facilities

Sidewalk/Streetscape - \$60,000

Rehabilitation

Opelika Main Street - \$20,000

Administration - \$51,126

Grant Total \$255,632

Public participation and comment is invited either in writing or in person. A draft and proposed version of the Plan is available for review at the Opelika Public Library at 200 South 6th St., City Hall at 204 S. 7th St., or the Public Works Facility at 700 Fox Trail beginning Tuesday, July 9, 2019. Comments and concerns can be forwarded to the address below and must be received by the department no later than 4:00 pm on Wednesday, July 24, 2019. Public Comment Point of Contact:

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Community Development
Administrator
Planning Department
City of Opelika Public Works
700 Fox Trail
Opelika, AL 36801
lthrift@opelika-al.gov

If special accommodations are needed to participate at the hearing by persons with disabilities please contact Kevin Rice, the City's ADA Compliance Officer at 705-2083 at least forty-eight hours in advance.

Legal Notice Run 06/26/19 & 07/03/19

Attachment: Draft PY2019 Action Plan (215-19 : CDBG PY2019 Action Plan)

Legal Ad 062519

Annual Action Plan
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Certification of Public Notice

Public Notice and Public Hearing for CDBG Public Participation and feedback for PY2019 Action Plan and copy of **DRAFT** Action Plan provided for public viewing provided at the following locations:

City Hall/Mayor' Office

Public Works/Planning

Community Development

Cooper Memorial Library

Attachment: Draft PY2019 Action Plan (215-19 : CDBG PY2019 Action Plan)

Certification of Public Notice

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July 3, 2019

State of Alabama, Lee County

Before me, a notary public in and for the county and state above listed, personally appeared **Michelle Key**, who, by me duly sworn, deposes and says that:

My name is **Michelle Key**. I am the **Publisher** of **The Opelika Observer**. The Newspaper is printed in the English language, has a general circulation and its principal editorial office in the county above listed and has been mailed under a publication class mailing privilege of the United States Postal Service from the post office where it is published at least 51 weeks a year.

The Newspaper published the attached legal notice for **City of Opelika Community Development Public Notice of Meeting JULY 9, 2019** in the issue(s) of: 06/26/19 and 07/03/19. The legal was also published in the digital editions of the Observer, which was published online on 6/25/19 and 07/02/19.

A copy of an issue in which the advertisement appeared was mailed to the person to whom the notice was directed, if the address was provided by the person or official placing the advertisement.

The sum charge for these publications was \$275. **The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.**

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notice whereby any advantage, gain or profit accrued to said officer or attorney.

Michelle Key
Michelle Key - Publisher

Bonnie M. Rivera
Notary Public



Sworn to and subscribed this 3rd day of July, 2019.

Affidavit of Public Notices

Annual Action Plan
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6. Summary of comments or views not accepted and the reasons for not accepting them

All comments or views were accepted at public hearings. All were considered and noted for future planning. No additional comments received through mail or email.

7. Summary

Even though our attendance was light, Staff enjoyed the opportunity to engage in conversation with community leaders and hear what they feel is important to our community.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	OPELIKA	
CDBG Administrator	OPELIKA	Community Development
HOPWA Administrator		
HOME Administrator		
HOPWA-C Administrator		

Table 1 – Responsible Agencies

Narrative (optional)

The City of Opelika is a small entitlement recipient with the CDBG staff consisting of one employee who prepares the Comprehensive Plan, Action Plan, and CAPER. She also sets up all activities and preforms drawdowns in IDIS, oversees all aspects of the program, and reports to Planning Director, Administration, and City Council.

Consolidated Plan Public Contact Information

Lisa Thrift	OR	Matt Mosley
City of Opelika		City of Opelika
Community Development Administrator		Planning Director

700 Fox Trail

Opelika AL 36801

Phone: (334) 705-5155

Email: lthrift@Opelika-al.gov

700 Fox Trail

Opelika AL 36801

Phone: (334) 705-5166

Email: CMosley@Opelika-al.gov

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The City has used multiple strategies to enhance coordination between agencies, including the allocation of General Fund dollars and Federal grant dollars (CDBG) to support the provision of services within the covered jurisdiction, as well ongoing communication and consultation with housing and non-housing service providers, public housing authorities, other local jurisdictions, and public agencies. In CDBG, steps have been taken to improve the working relationship between the City and neighboring city, Auburn, for collaboration and technical support.

Several service providers are currently funded under the City's Operating Budget using General Funds, as well as the CDBG program using federal funds. The City intends to continue to fund agencies engaged in public services within program limits.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

See above.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City actively participates and communicates with the Alabama Rural Coalition for the Homeless (ARCH), the regional Homeless Continuum of Care (CoC) for Lee County and its surrounding areas. A recent group of nonprofits, churches, and citizens have formed together a new nonprofit called "One Voice Shelter Coalition" for Lee County to discuss and address the homeless needs in our community. Interested members include ARCH, United Way, Lee-Russell Council of Governments, Auburn University, East Alabama Medical Center, Department of Human Relations, East Alabama Mental Health, the City of Auburn, and the City of Opelika. The City of Opelika will continue its efforts to address the needs of the homeless including participation in CoC meetings and the allocation of CDBG funding under the 15% public services cap to organizations meeting the housing and supportive services needs.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Opelika does not receive ESG funding.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	HIS PLACE
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency Consultation
2	Agency/Group/Organization	AUBURN
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	CDBG Department
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Data share, coordination of efforts
3	Agency/Group/Organization	LEE RUSSELL COUNCIL OF GOVERNMENTS
	Agency/Group/Organization Type	Regional organization
	What section of the Plan was addressed by Consultation?	Unmet needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency consultation,phone
4	Agency/Group/Organization	United Way of Auburn Opelika
	Agency/Group/Organization Type	Regional organization
	What section of the Plan was addressed by Consultation?	Support Services
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency consultation,interview

5	Agency/Group/Organization	Lee County Association of Realtors
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	MLS data, consultation
6	Agency/Group/Organization	DOMESTIC VIOLENCE INTERVENTION CENTER
	Agency/Group/Organization Type	Services-Victims of Domestic Violence
	What section of the Plan was addressed by Consultation?	Urgent need
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation, interview
7	Agency/Group/Organization	Unity Wellness
	Agency/Group/Organization Type	Services-Persons with HIV/AIDS
	What section of the Plan was addressed by Consultation?	HIV/AIDS
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation, interview
8	Agency/Group/Organization	Auburn University
	Agency/Group/Organization Type	Education Institute
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation, interview

Identify any Agency Types not consulted and provide rationale for not consulting

None

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care		

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

Citizen participation is a critical component of the CDBG program with regard to determining community needs, goals, and priorities. All citizen participation activities were implemented in compliance with the City's approved Citizen Participation (CP) Plan, including advanced notice of public hearings and two public hearings. Efforts made to broaden citizen participation included setting public hearings at times and locations that were convenient to the public, posting all process information on the City of Opelika's publicly accessible website, public library, City Hall, and Public Works building.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Community Wide	Meeting date published in the Opelika Observer on May 8, 2019 and May 15, 2019 and posted at City Hall, City Library, Sportsplex and Public Works building	N/A	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Hearing	Community Wide	May 23, 2019- One (1) attendee	Only one comment received: Need for local coordination and shelter for individuals needing stable living arrangements who are currently homeless or are facing homelessness.	All comments accepted.	
3	Newspaper Ad	Community Wide	Meeting date published in the Opelika Observer on June 26, 2019 and July 3, 2019 and posted at City Hall, City Library, Sportsplex and Public Works building		N/A	
4	Public Hearing	Community Wide	July 9, 2019	Desire for public service cap to be raised so that more organizations that serve our citizens and community can be assisted.	N/A	

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
5	City Council Meeting	Community Wide	August 6, 2019	Action Plan approved by City Council-no comments received	N/A	
6	Agency Consultations	Community Wide	June 1, 2019 - July 31-2019	No public comments received via email or mail	N/A	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City of Opelika receives CDBG funding only. None of our activities provide program income.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	255,632	0	0	255,632	192,363	CDBG funds represent the total amount awarded by HUD annually

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

There are no matching requirements for CDBG. However, CDBG funds are a major source of leverage for other community funding to address community needs.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

There are no plans at this time to use publicly owned land or property to address needs identified within this plan.

Discussion

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Decent housing	2015	2019	Non-Homeless Special Needs	COMMUNITY WIDE	Affordable housing rehab	CDBG: \$46,162	Homeowner Housing Rehabilitated: 15 Household Housing Unit
2	Affordable housing	2015	2019	Affordable Housing	COMMUNITY WIDE	Affordable housing	CDBG: \$40,000	Homeowner Housing Added: 8 Household Housing Unit
3	Facade Renovations	2015	2019		HISTORIC DOWNTOWN	Eliminate slum/blight	CDBG: \$20,000	Facade treatment/business building rehabilitation: 5 Business
4	Public Facilities/Infrastructure	2015	2019	Public Facilities/Infrastructure	JETER NEIGHBORHOOD CARVER NEIGHBORHOOD	Public Infrastructure/facilities	CDBG: \$60,000	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 800 Households Assisted

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Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Supportive Services	2015	2019	Supportive Services	COMMUNITY WIDE	Supportive Services	CDBG: \$38,344	Public service activities other than Low/Moderate Income Housing Benefit: 3250 Persons Assisted

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Decent housing
	Goal Description	Through our Emergency Home Repair program, we will assist low-mod income home owners with home repairs so that they can live in a safe and healthy environment. The majority of homeowners we work with live in the Jeter (Census Tract 416) or Carver (Census Tract 414) neighborhoods, which are the two most poverty stricken areas in Opelika. These homes are generally older houses with severe deferred maintenance due to the lack of funds to do repairs.
2	Goal Name	Affordable housing
	Goal Description	The City of Opelika will continue the Home Ownership Loan program assisting first time home buyers with up to 50% of the lender required down payment and closing cost up to \$6,000 to purchase a home inside the city limits of Opelika.
3	Goal Name	Facade Renovations
	Goal Description	Through the Opelika Main Street Bill Roberts' Facade Enhancement program the City of Opelika will use CDBG funds to support provide funding for exterior rehabilitation of buildings in our historic downtown business district. Enhancing our downtown brings economic opportunities for new and existing business owners providing jobs and revenue.

4	Goal Name	Public Facilities/Infrastructure
	Goal Description	The City of Opelika has adopted the Carver-Jeter Revitalization Plan. This is a comprehensive plan and visionary process initiated by the City for the purposes of better connecting the Carver and Jeter neighborhoods to the greater City of Opelika and for establishing a compelling vision for the future of these neighborhoods by developing a strategic plan for land use and zoning, transportation, open spaces and environment, urban design, historic resources, public services, housing, and economic development. The Carver neighborhood is located in Census Tract 414 and the Jeter neighborhood is located in Census Tract 416. These two neighborhoods are the highest in minority population and poverty in the city. Our five year plan is to improve the walkability of these neighborhoods with sidewalk and streetscape improvements; green space; street art; connectivity to the downtown business district, schools, and parks; community health center; bike paths; and much more.
5	Goal Name	Supportive Services
	Goal Description	Through Public Services such as Lee Russell Council of Governments Utility Assistance Program, and Alabama Food Bank Community Market, the City of Opelika will make a difference in our community. Our low-mod individuals and families will be able to find assistance with their energy bills, food to eat, assistance with rent or mortgage, and counseling if a victim of abuse. We want to take care of our most needy.

Projects

AP-35 Projects – 91.220(d)

Introduction

The City of Opelika is a CDBG entitlement community and grantee. This is the Action Plan for PY2019 which is the fourth year of our 5-year Consolidate Plan. Expected funding for PY2019 is \$255,632, which is an approximate 1% decrease last year's funding amount. Funding available under the CDBG program is targeted to address community development needs with regard to affordable housing and supportive services for low to moderate income (LMI) families and individual who reside inside the city limits of Opelika.

Projects

#	Project Name
1	ADMINISTRATION
2	HOMEOWNERSHIP LOAN PROGRAM
3	EAFB-COMMUNITY MARKET
4	EMERGENCY HOME REPAIR
5	MAIN STREET FACADE
6	LRCG-UTILITY ASSISTANCE
7	SIDEWALKS/STREETSCAPES

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Projects are selected based on our communities needs as follows:

1. Provide decent and affordable housing and supportive services for LMI families.
2. Provide decent and affordable housing and supportive services for populations with a disability

and/or elderly.

3. Provide support for non-profit public services.
4. Improve public facilities and/or infrastructure.
5. Eliminate slums and blight.

AP-38 Project Summary
Project Summary Information

Attachment: Draft PY2019 Action Plan (215-19 : CDBG PY2019 Action Plan)

1	Project Name	ADMINISTRATION
	Target Area	
	Goals Supported	
	Needs Addressed	Affordable housing rehab Affordable housing Supportive Services Eliminate slum/blight Public Infrastructure/facilities
	Funding	CDBG: \$51,126
	Description	ADMINISTRATION AND PLANNING
	Target Date	9/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	N/A
	Planned Activities	ADMINISTRATION OF GRANT
2	Project Name	HOMEOWNERSHIP LOAN PROGRAM
	Target Area	COMMUNITY WIDE
	Goals Supported	
	Needs Addressed	Affordable housing
	Funding	CDBG: \$40,000
	Description	PROVIDE UP TO 50% LENDER REQUIRED DOWN PAYMENT AND CLOSING COST ASSISTANCE NOT TO EXCEED A MAX CONTRIBUTION OF \$6,000 TO LOW-MOD INCOME FIRST-TIME HOME BUYER WHEN PURCHASING INSIDE THE CITY LIMITS. THIS IS AN INTEREST FREE FIVE-YEAR LOAN SECURED WITH A PROMISSORY NOTE AND MORTGAGE. EACH YEAR 1/5 OF THE BALANCE IS FORGIVEN. AT THE END OF FIVE YEARS, THE MORTGAGE IS RELEASED. IN THE EVENT THE HOME OWNER MOVES OUT OF THE HOME (SALES,RELOCATES,FORECLOSURE,ETC) THE BALANCE THAT HAS YET TO BE FORGIVEN IMMEDIATELY BECOMED DUE AND PAYABLE.
	Target Date	9/30/2020

	Estimate the number and type of families that will benefit from the proposed activities	AN ESTIMATED EIGHT (8) FIRST-TIME HOMEBUYERS WILL BENEFIT FROM THIS PROGRAM ALLOWING THEM TO OWN A HOME. DUE TO CONTINUED LOW INTEREST RATES, THE COST OF A MORTGAGE IS OFTEN LESS THAN THE COST OF LOCAL RENTAL RATES.
	Location Description	THIS PROGRAM IS AVAILABLE FOR PROPERTIES LOCATED WITHIN THE CITY LIMITS OF OPELIKA.
	Planned Activities	PROVIDE UP TO 50% LENDER REQUIRED DOWN PAYMENT AND CLOSING COST ASSISTANCE UP TO A MAXIMUM OF \$6,000 TO FIRST-TIME HOME BUYERS WHO PURCHASE INSIDE OPELIKA CITY LIMITS.
3	Project Name	EAFB-COMMUNITY MARKET
	Target Area	COMMUNITY WIDE
	Goals Supported	
	Needs Addressed	Supportive Services
	Funding	CDBG: \$22,500
	Description	EAFB COMMUNITY MARKET ALLOWS CITIZENS WITH FOOD INSECURITIES TO SHOP FOR THEIR FOOD IN A GROCERY STORE ENVIRONMENT. CDBG FUNDS ARE USED TO PAY THE RENT AND UTILITIES FOR THE MARKET.
	Target Date	9/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	AN ESTIMATED 3100 LMI INDIVIDUALS WILL SHOP AT THE COMMUNITY MARKET FOR FOOD AND HOUSEHOLD ITEMS FOR THEMSELVES AND THIER FAMILY.
	Location Description	THE COMMUNITY MARKET IS LOCATED AT: 3798 PEPPERELL PARKWAY, OPELIKA, AL 36801
4	Planned Activities	CDBG FUNDS ARE USED TO PROVIDE RENT AND UTILITY REIMBURSEMENT FOR THE FACILITY HOUSING THE MARKET PLACE.
	Project Name	EMERGENCY HOME REPAIR
	Target Area	COMMUNITY WIDE
	Goals Supported	
	Needs Addressed	Affordable housing rehab
	Funding	CDBG: \$46,162

	Description	ASSISTANCE IS PROVIDE TO LMI HOME OWNERS INSIDE THE CITY LIMITS TO ADDRESS HEALTH AND SAFETY REPAIRS TO THEIR HOMES. MAJORITY OF REPAIRS INCLUDE: ELECTRICAL, PLUMBING, FAILED FLOORING, ROOF REPAIR OR REPLACEMENT, INSTALLATION OF SMOKE/CARBON DETECTORS, HOT WATER HEATERS, AND HANDICAP ACCESIBILITY. REPAIRS ARE SECURED WITH A PROMISSORY NOTE AND FIVE-YEAR MORTGAGE IN THE AMOUNT OF THE TOTAL COST OF REPAIRS. EACH YEAR 1/5 OF THE BALANCE IS FORGIVE. AT THE END OF THE FIVE-YEAR PERIOD, THE MORTGAGE IS RELEASED. IF THE HOME OWNER MOVES OUT OF THE PROPERTY (SALES,RELOCATES,FORECLOSURE) THE BALANCE REMAINING BECOMES DUE AND PAYABLE. A HOMEOWNER CAN ONLY QUALIFY ONE EVERY FIVE YEARS.
	Target Date	9/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	AN ESTIMATED FIFTEEN (15) HOUSEHOLDS WILL BE ASSISTED WITH EMERGENCY HOME REPAIRS. THE VAST MAJORITY OF HOUSEHOLDS ARE ELDERLY WIDOWED AFRICAN-AMERICAN WOMEN WHO ARE LIVING ON A VERY LIMITED INCOME AND HAVE NOONE TO ASSIST THEM WITH REPAIRS.
	Location Description	THIS ACTIVITY IS AVAILABLE CITYWIDE. HOWEVER, MOST REPAIRS OCCURE IN THE JETER OR CARVER NEIGHBORHOODS.
	Planned Activities	REHAB AND REPAIRS ARE DONE ADDRESSING HEALTH AND SAFETY ISSUES. MOST REPAIRS CONSIST OF LEAKING ROOFS, DAMAGED/FAILED FLOORING, ELECTRICAL OR PLAMBING REPAIRS, AND HANDICAP ACCESSIBILITY. IF SMOKE OR CARBON DETECTORS ARE NOT PRESENT, THEY ARE INSTALLED IN ALL HOMES WORKED ON FOR SAFETY. STAFF CAN AUTHORIZE WORK UP TO \$12,000 TO BE PERFORMED. ANY OWRK BEYOND THIS AMOUNT REQUIRES ADMINISTRATION APPROVAL.
5	Project Name	MAIN STREET FACADE
	Target Area	HISTORIC DOWNTOWN
	Goals Supported	
	Needs Addressed	Eliminate slum/blight
	Funding	CDBG: \$20,000

	Description	THIS PROGRAM PROVIDES 50% REIMBURSEMENT, UP TO \$7,000, FOR EXTERIOR FACADE REHABS IN OUR HISTORIC DOWNTOWN BUSINESS DISTRICT. THUS, IMPROVING THE DISTRICT AND ENCOURAGING ECONOMIC GROWTH AND CREATING ADDITIONAL JOBS. OPELIKA MAIN STREET REQUIRES THE APPLICANT TO OBTAIN SEALED ESTIMATES AND THE LOWEST BID IS SELECTED.
	Target Date	9/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	AN ESTIMATED FIVE (5) BUSINESSES WILL BE ASSISTED WITH EXTERIOR FACADE REPAIRS AND/OR RENOVATIONS IN THE HISTORIC DOWNTOWN BUSINESS DISTRICT.
	Location Description	THE HISTORIC DOWNTOWN BUSINESS DISTRICT.
	Planned Activities	THE PROPERTY OWNER OR TENANT OBTAINES THREE ESTIMATES FOR EXTERIOR FACADE REPAIRS OR IMPROVEMENTS AND DELIVERS THEM TO THE MAIN STREET BOARD IN SEALED ENVELOPES. THE BOARD MEETS AND REVIEWS ESTIMATES AND SELECTS CONTRACTOR TO PERFORM WORK. CONTRACTS ARE DRAWN UP AND SIGNED. THE OWNER/TENANT PAYS THE CONTRACTOR AND UPON COMPLETION OF WORK PROVIDES MAIN STREET WITH A COPY OF PAID RECEIPT AND SIGNED CERTIFICATE OF COMPLETION. THIS IS PROVIDED TO THE CITY WITH A REQUEST FOR PAYMENT. REIMBURSEMENT OF 50%, UP TO \$7,000, IS PAID TO MAIN STREET. MAIN STREET THEN PAYS TO THE OWNER/TENANT.
6	Project Name	LRCG-UTILITY ASSISTANCE
	Target Area	COMMUNITY WIDE
	Goals Supported	
	Needs Addressed	Supportive Services
	Funding	CDBG: \$15,844
	Description	UTILITY ASSISTANCE WILL BE PROVIDED TO LOW-MOD INCOME INDIVIDUALS OR FAMILY TO PAY A UTILITY/ENERGY BILL.
	Target Date	9/30/2020

	Estimate the number and type of families that will benefit from the proposed activities	AN ESTIMATED 150 LOW-MODERATE INCOME HOUSEHOLDS WILL BE ASSISTED WITH THEIR UTILITY BILLS.
	Location Description	THIS PROGRAM IS AVAILABLE TO ALL HOUSEHOLDS INSIDE THE CITY LIMITS OF OPELIKA.
	Planned Activities	ASSISTANCE WITH UTILITY/ENERGY BILL FOR LOW-MOD INCOME RESIDENCE OF OPELIKA. THIS AVERAGES OUT TO ABOUT \$68 PER INDIVIDUAL.
7	Project Name	SIDEWALKS/STREETSCAPES
	Target Area	JETER NEIGHBORHOOD CARVER NEIGHBORHOOD
	Goals Supported	
	Needs Addressed	Public Infrastructure/facilities
	Funding	CDBG: \$60,000
	Description	SIDEWALKS AND STREETSCAPE IMPROVEMENTS WILL BE MADE IN THE CITIES TWO DESIGNATED TARGET NEIGHBORHOODS OF CARVER AND JETER. THESE TWO NEIGHBORHOODS HAVE THE HIGHEST CONCENTRATION OF POVERTY.
	Target Date	9/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	SIDEWALKS WILL BE INSTALLED IN THE CARVER AND JETER NEIGHBORHOODS TO INCREASE THE SAFETY AND WALKABILITY OF THE AREA ALONG WITH STREET LIGHTS. SOME PARK IMPROVEMENTS WILL ALSO BE MADE. APPROXIMATELY 800 HOUSEHOLDS WILL BENEFIT FROM THESE IMPROVEMENTS.
	Location Description	PROJECTS WILL BE COMPLETED IN THE CARVER AND JETER NEIGHBORHOODS.
	Planned Activities	SIDEWALKS, LIGHTS, GREENSPACE, BIKE PATHS, WALKING TRAILS, STREET ARTS, AND MUCH MORE!

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Opelika offers funding to citizens citywide. However, there is concentration on providing services in Census Tracts 414 and 416 which are our two highest concentration of minorities and poverty.

Geographic Distribution

Target Area	Percentage of Funds
COMMUNITY WIDE	30
JETER NEIGHBORHOOD	30
CARVER NEIGHBORHOOD	15
HISTORIC DOWNTOWN	5

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Assistance is available to all citizens who are LMI and live within the city limits of Opelika. However, the Carver and Jeter neighborhoods are our two highest concentration of minorities and poverty. It is for this reason that most of our requests for assistance come from those who live in these areas.

Discussion

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City of Opelika will continue our Home Ownership Loan Program for first time home buyers and Emergency Home Repairs for current home owners who need health and safety issues addressed.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	5
Special-Needs	0
Total	5

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	15
Acquisition of Existing Units	0
Total	15

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

Our initial Consolidated Plan showed Habitat for Humanity building one new home for the next five years in the Carver-Jeter neighborhoods. However, this activity has been removed due to Habitat not being an approved Community Based Development Organization (CBDO).

AP-60 Public Housing – 91.220(h)

Introduction

The City of Opelika will continue to work with the Opelika Housing Authority to address housing needs and encourage homeownership. The City of Opelika proposed a new zoning change for Public Housing that required mixed income development. However, this recommendation was not approved. The Planning Department still believes this is an excellent concept in new development and continues to seek a developer who will take on this type of project in Opelika.

Actions planned during the next year to address the needs to public housing

The Opelika Housing Authority is working hard to identify the strengths and weaknesses of its current housing stock and organization. The City of Opelika will be working with OHA to identify solutions to our public housing needs.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The Opelika Housing Authority is now posting quarterly Home Buyer Seminars held at local Goodwill center flyers where the City of Opelika teams up with the City of Auburn and goes over homeownership opportunities through down payment and closing cost assistance available under CDBG, housing counseling, and Fair Housing awareness.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

N/A

Discussion

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Efforts to help families avoid homelessness will include the allocation of CDBG funds through Utility Assistance, Emergency Home Repairs, and Home Ownership activities. In addition, the CoC has a policy developed with consultation from major stakeholders including mental health facilities, law enforcement, hospitals, the Department of Human Resources, community-based organizations, service providers, judges, prosecutors and governmental agencies. The policy defines the criteria for homelessness, lists the common causes of homelessness, contains recommendations, and details the level of commitment expected by service providers. In addition, the policy affirms that in no instance should any one agency or institution take the sole responsibility for the homeless, but that each should clearly demonstrate a willingness to participate with the CoC, the community, service providers and like-minded agencies in responding to and addressing these problems.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City's primary goal for reducing and ending homelessness is its continued participation in the regional CoC for the coordination of care and services. Actions will include the continued allocation of funding to service agencies that are involved in providing assistance to the homeless and those at risk of becoming homeless. The City has allocated General Fund and CDBG dollars for this purpose.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City does not provide direct support to homeless persons, but will serve the community through the continued provision of General and CDBG funds for services and programs that meet the needs of the homeless population, sheltered or unsheltered.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals

and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Referrals will be made to our regional CoC and Unity Wellness Center for care and services. CDBG funding also provides support to services providers who provide food assistance and basic supportive services.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City of Opelika uses CDBG funding to provide supportive services such as utility and food assistance. Our Home Buyer Loan program assist with down payment and closing cost when purchasing affordable housing. Through a tight network of local service providers and assistance from our regional CoC and United Way, the likelihood that families will fall into homelessness again is greatly decreased.

Discussion

The City of Opelika uses CDBG funding to provide supportive services such as utility and food assistance. Our Home Buyer Loan program assist with down payment and closing cost when purchasing affordable housing. Through a tight network of local service providers and assistance from our regional CoC and United Way, the likelihood that families will fall into homelessness again is greatly decreased.

The City actively participates and communicates with the Alabama Rural Coalition for the Homeless (ARCH), the regional Homeless Continuum of Care (CoC) for Lee County and its surrounding areas. A recent group of nonprofits, churches, and citizens have formed together a new nonprofit called "One Voice Shelter Coalition" for Lee County to discuss and address the homeless needs in our community. Interested members include ARCH, United Way, Lee-Russell Council of Governments, Auburn University, East Alabama Medical Center, Department of Human Relations, East Alabama Mental Health, the City of Auburn, and the City of Opelika. The City of Opelika will continue its efforts to

address the needs of the homeless including participation in CoC meetings and the allocation of CDBG funding under the 15% public services cap to organizations meeting the housing and supportive services.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The City of Opelika continues to look for developers for mixed-income housing units to be built. We are also working with Auburn University Department of Urban Design for affordable housing options that have been built in other areas of Alabama that are not only affordable to build but are also very energy efficient. There are currently two affordable senior housing complexes and another under construction. These have been very popular and fill up quickly.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Current land use, tax policies, zoning, and building codes are not barriers to affordable housing. Our land use maps are a “working document” and are adjusted as needed to meet the needs of residential development. Our zoning regulations permit a variety of housing types, neighborhood configurations, and lot sizes. Planned efforts with regard to affordable housing include Emergency Home Repairs.

Discussion:

The cost of housing is the primary barrier to developing, improving, and maintaining affordable housing for low-moderate income households in Opelika. Current land use, tax policies, zoning, and building codes have not been found to be barriers to affordable housing in the jurisdiction. The city acts as an ally in the efforts to expand affordable house stock, seeking to change or waive public policies where such policies function as barriers to affordable housing.

AP-85 Other Actions – 91.220(k)

Introduction:

The City of Opelika will continue implementation of the Carver-Jeter Revitalization Plan to ensure the best land use and zoning, transportation, open space and environment, urban design , historic resources, public services, and economic development for these two neighborhoods. This strategic tool ensures that the proper structure is in place to enable Opelika's Carver and Jeter neighborhoods have a promising and rich future. The city will continue to work along with the Casey Foundation and Community of Hope, Auburn University Mobile Studio, and Auburn University Urban Studio to address the needs of its low-moderate income citizens so that their lives are enriched in every possible way. These groups are assisting with the assessment of the health and culture of the Carver-Jeter citizens. The mobile health clinic bus has been shipped for retrofitting and should be back and ready for deployment by the first of 2020.

Actions planned to address obstacles to meeting underserved needs

The City of Opelika has partnered with several organizations to bring innovative solutions to the community. The Mobile Health Clinic will travel to our low income neighborhoods and treat patients who do not have transportation to the doctor and provide services at no cost.

Circles of Opelika is a program of the Envision Opelika Foundation. And through its partnership with Southern Union State Community College and the City of Opelika its goal is to reduce the number of families living in poverty in our community to achieve self-sufficiency. Participants work through a 12 week program and upon graduating continue with an ally (mentor) for approximately 18 months. The participants set their own goals as they work through the program and the mentors advise and help them meet those goals.

Opelika Mayor Gary Fuller formed a Commission on Crime and Violence to address citizen concerns. Four separate committees have formed to target each specific area and what can be done about it; Family, Youth, Crime, and Resources. One program that has evolved from this commission is the YES! (Youth Employment Success) Program. The City has hire twenty young people between the age of 16 and 19, preferably at-risk kids that need a job, for a seven-week summer job where they will learn job skills and be mentored by city staff.

Plans to meet underserved needs also include the continued provision of funding for public service activities, such as the East Alabama Food Bank Community Market, that focus on LMI families and

continued participation in the regional CoC.

Actions planned to foster and maintain affordable housing

CDBG funding single family Emergency Home Repairs and first time home buyer Home Ownership Loans are available within the Opelika city limits. The City of Opelika and the City of Auburn holds a quarterly housing seminar at the Goodwill Center to let the community know about the various programs available. Also, we review Fair Housing and landlord/tenant issues. At these meetings we provide a lender who can share with them tips on credit repair and credit scoring.

Actions planned to reduce lead-based paint hazards

The City of Opelika will continue to make homeowners living in homes built prior to 1978 aware of the potential of lead based paint and the hazards of lead based paint. However, due to limited funding the city has chosen not to undertake work on homes that risk the disturbance of lead based paint at this time.

Actions planned to reduce the number of poverty-level families

The City's primary effort to reduce the number of families in poverty will be to provide financial support to organizations which have a mission of assisting households in poverty. Funds have been allocated for public services which include East Alabama Food Bank Community Market, which provides a grocery store style market for LMI to shop for food and household goods.

Actions planned to develop institutional structure

The City serves as the grantee and administrator of CDBG funding. The Community Development department is housed within the Planning department and has a dedicated staff member to manage the program. City personnel also provides support for administration of program including housing inspectors, engineering, public works, and accounting.

Monitoring objectives are guided by CDBG Program regulations. The monitoring process ensures that the housing and community development projects comply with Federal regulations. Applicable regulations include 24 CFR 570.501(b), 24 CFR 570.502, 24 CFR 85.40, and 24 CFR 92.504. Community Development continues to implement ongoing strategies for monitoring its sub-recipients and contractors. The City enters into written contractual agreements with sub-recipients and contractors to

establish their responsibilities under the CDBG Program.

Community Development annually monitors recipients' activities in an effort to reinforce proper management control and accountability for CDBG. The Division tracks performance activities through periodic and routine on-site and desk reviews. Sub-recipients and contractors' activities are closely evaluated to ascertain levels and degrees of progress, and identify potential problem areas where corrective strategies can be implemented. As a part of the monitoring process, the City requires funded recipients submit regular written reports to justify requests for monetary draws and to report on the progress of activities to date. Special attention via consultations and/or technical assistance is readily available to sub-recipients and contractors to acquaint them with the City's processes and procedures for delivering quality services to low and moderate income residents in accordance with Federal guidelines. Program recipients are always encouraged to contact the City at any time with technical inquiries or questions about programmatic issues.

Actions planned to enhance coordination between public and private housing and social service agencies

The City serves as the grantee and administrator of CDBG funding. The Community Development department is housed within the Planning department and has a dedicated staff member to manage the program. City personnel also provides support for administration of programs including housing

Discussion:

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

The City of Opelika does not have activities that are income producing. In the event that one of our forgivable loans goes into repayment, it has never been in an amount that requires program income to be reported. The City of Opelika does not participate in section 108 loan guarantees, urban renewal settlements, or float-funded activities.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	9,500
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	75.00%

Annual Action Plan
2019

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RESOLUTION NO. 216-19

Contract extension with Advance Disposal - solid waste.

RESOLUTION NO. _____

**RESOLUTION EXTENDING SOLID WASTE DISPOSAL CONTRACT WITH
ADVANCE DISPOSAL SERVICES ALABAMA, LLC FOR AN
ADDITIONAL THREE YEAR PERIOD UNTIL FEBRUARY 28, 2023**

WHEREAS, in 2014, the City of Opelika, Alabama (the “City”), through proper notice and advertisement, solicited proposals for the disposal of solid waste; and

WHEREAS, the City opened the submitted bids on January 17, 2014 and awarded the contract to Advance Disposal Services Alabama, LLC (“ADS”); and

WHEREAS, on February 24, 2014, the City entered into a certain contract (the “Contract”) for the disposal of solid waste with ADS; and

WHEREAS, the initial term of said Contract began March 1, 2014 and expired on February 28, 2017; and

WHEREAS, the Contract was previously renewed for another three-year term and continued until February 29, 2020; and

WHEREAS, the Contract contained a renewal clause providing that the Contract shall automatically renew for successive additional terms of three (3) years each, without limitation, unless cancelled by either party at the expiration of such initial or renewed term by providing written notice of said cancellation to the other party; and

WHEREAS, §41-16-51(a)(10), *Code of Alabama*, (1975) provides as follows:

“(a) Competitive bids shall not be required for utility services, the rates for which are fixed by law, regulation, or ordinance, and the competitive bidding requirements of this article shall not apply to:

(10) Existing contracts up for renewal for sanitation or solid waste collection, recycling, and disposal between municipalities or counties, or both, and those providing the service.”; and

WHEREAS, the Alabama Attorney General has opined that a municipality may renew a contract for solid waste disposal without taking bids if the contract contained a renewal clause and if the terms of the contract were not materially changed; and

WHEREAS, the City Council has determined that the public interest will be served to renew the Contract for an additional three-year period for a term beginning March 1, 2020 and continuing until February 28, 2023; and

WHEREAS, a proposed AMENDMENT TO CONTRACT FOR DISPOSAL OF SOLID WASTE (the “Amendment”) has been prepared by ADS and submitted to the City Council for approval, and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Amendment; and

WHEREAS, the Amendment does not change any of the material terms of the Contract, except that it extends the Contract for an additional three (3) years until February 28, 2023.

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

1. That the proposed AMENDMENT TO THE CONTRACT FOR THE DISPOSAL OF SOLID WASTE to be entered into by and between the City and ADS, a copy of which is attached hereto and marked Exhibit “A”, be and the same is hereby approved, authorized, ratified and confirm 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 Amendment.

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

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 _____, 2019.

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

ATTEST:

CITY CLERK

**AMENDMENT
TO
CONTRACT FOR DISPOSAL OF SOLID WASTE**

This Amendment to that certain Contract for Disposal of Solid Waste (this "Amendment") is made as of this ____ day of _____, 2019, effective as of March 1, 2020 (the "Effective Date") by and between Advanced Disposal Services Alabama, LLC, a Delaware limited liability company (the "Service Provider"), and City of Opelika, Alabama, an incorporated municipality located in the State of Alabama (hereinafter called the "User").

WITNESSETH:

WHEREAS, pursuant to a Request for Proposals issued by the User in 2014, the Service Provider was awarded and the parties entered into that certain Contract for Disposal of Solid Waste effective as of March 1, 2014. The term of the Contract was previously renewed for another three-year term and continued until February 28, 2020; (collectively the "Contract").

WHEREAS, in accordance with the terms and provisions of the Contract and applicable law, the Service Provider has duly notified the User of its desire to renew the Contract for an additional three-year period for term beginning on March 1, 2020 and continuing until February 28, 2023;

WHEREAS, the User has agreed to such renewal of the term of the Contract and has taken all action necessary pursuant to applicable law or otherwise to authorize such renewal of the term of the Contract and execute and deliver this Amendment;

WHEREAS, in connection with such renewal of the term of the Contract, the parties wish to amend the Contract on the terms and conditions as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual grants and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Defined Terms. All capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed thereto in the Contract.

Section 2. Amendment. This Amendment shall be deemed to be an amendment to the Contract and shall not be construed in any way as a replacement or substitution therefor. All of the terms and provisions of this Amendment are hereby incorporated into the Contract as if such terms and provisions were set forth therein in full. Subject to the foregoing and to the terms hereof, Buyer and Seller hereby agree that the Contract is hereby amended as follows:

"Notwithstanding anything to the contrary set forth in the Contract or any subsequent amendment thereof, the parties hereto acknowledge and agree that the term of the Contract shall continue until February 28, 2023, which such term may be renewed for additional three-year periods subject to proper notification to the User by the Service Provider as set forth in the Contract."

Section 3. Reference to and Effect upon the Existing Contract

(i). Effectiveness Recitals. This Amendment shall be effective only upon receipt by each of the User and the Service Provider of at least one fully executed copy of this Amendment. Upon the effectiveness of this Amendment, and on and after the date of such effectiveness, each reference in the Contract to "this Agreement", this "Contract", "hereunder", "hereof", "herein", or words of like import, and each reference to the Contract in any other related document shall mean and be a reference to the Contract as amended hereby. The parties agree that the "whereas" recitals set forth above are true and correct and are hereby incorporated into this Amendment by reference.

(ii). Authority. Each party represents and warrants to the other party that (i) this Amendment has been duly and validly authorized, executed and delivered by it, and is a valid and binding agreement enforceable against it accordance with its terms: (ii) the persons executing this Amendment on behalf of the applicable party has been

Attachment: Contract, disposal agreement, solid waste, 7-18-19 : Contract extension with Advance Disposal - solid waste.)

authorized and empowered to do so; (iii) each party has fully power and authority to enter into and perform this Amendment in accordance with its terms. The parties acknowledge and agree that this letter agreement shall inure to the benefit of and be enforceable by the parties hereto. The parties signing this Contract on Behalf of the User have been authorized to do so by specific action of the User adopted the ____ day of _____, 2019 in open meeting and of record in its official minutes.

(iii) Ratification and Confirmation Generally. Except as specifically amended above, the Contract shall remain in full force and effect and all of its respective terms and conditions are hereby ratified and confirmed.

(iv) Reaffirmation of Representations, Covenants, Etc. Each of the parties hereby reaffirms to the other parties each of the representations, warranties, covenants and agreements set forth in the Contract with the same force and effect as if each were fully restated herein and made as of the date hereof, except to the extent that any such representations or warranties relate to a specific prior date or period. Each party further affirms, represents and agrees that, as of the date hereof, such party has no counterclaims, defenses or offsets whatsoever to the Contract.

Section 4. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Alabama.

Section 5. Counterparts. This Amendment may be executed in any number of separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

Section 6. Headings. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

Section 7. Successors and Assigns. This Amendment shall be binding upon Operator and Hauler and their respective successors and assigns.

[Signatures on Following Page]

Attachment: Contract, disposal agreement, solid waste, 7-18-19 (216-19 : Contract extension with Advance Disposal - solid waste.)

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized representatives as of the date first above written.

**ADVANCED DISPOSAL SERVICES ALABAMA,
LLC**

By: _____

Name: _____

Title: _____

Attest: _____

CITY OF OPELIKA, ALABAMA

By: _____

Name: _____

Title: _____

Attest: _____

Attachment: Contract, disposal agreement, solid waste, 7-18-19 (216-19 : Contract extension with Advance Disposal - solid waste.)

RESOLUTION NO. 217-19

Agreement, settlement of the David M. Forker charitable remainder Unitrust.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE
“RECEIPT, RELEASE, REFUNDING AND INDEMNIFICATION AGREEMENT AND
WAIVER OF ACCOUNTING” BETWEEN BANK OF AMERICA N.A.,
THE CITY OF OPELIKA, ALABAMA, AND OTHER BENEFICIARIES

WHEREAS, Wood Duck Heritage & Preserve and Siddique Nature Park is a public park owned by the City of Opelika, Alabama (the “City”); and

WHEREAS, the City operates the park through its Parks and Recreation Department (“Opelika Parks and Recreation”); and

WHEREAS, Bank of America, N.A. is acting as trustee of the David M. Forker Charitable Remainder Unitrust under Agreement dated November 18, 1996, as amended (the “Trust”); and

WHEREAS, Bank of America desires to make a final distribution of all assets of the Trust, occasioned by the death of David M. Forker on March 9, 2019, without a judicial accounting and decree; and

WHEREAS, Opelika Parks and Recreation is a named beneficiary and is entitled to a two percent share of the Trust assets; and

WHEREAS, a document entitled “Receipt, Release, Refunding and Indemnification Agreement and Waiver of Accounting” has been prepared by Bank of America and submitted to

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

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

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

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

3. That the monies received by the City from the trust distribution shall be used exclusively for the operation and maintenance of the Opelika Wood Duck Heritage Preserve and Siddique Nature Park.

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

ADOPTED AND APPROVED this the _____ day of _____, 2019.

PRESIDENT OF THE CITY COUNCIL
OF THE CITY OF OPELIKA

ATTEST:

CITY CLERK

Receipt, Release, Refunding and Indemnification Agreement and Waiver of Accounting

**Bank of America, N.A. as Trustee of the David M. Forker
Charitable Remainder Unitrust Under Agreement Dated November 18, 1996, As Amended**

In consideration of the final distribution by Bank of America, N.A. (the "Bank"), as successor by merger to Merrill Lynch Trust Company of North Carolina (the "Trustee"), of the David M. Forker Charitable Remainder Unitrust Under Agreement Dated November 18, 1996, As Amended (the "Trust"), of all assets of the Trust, occasioned by the death of David Forker on March 9, 2019, without a judicial accounting and decree, the undersigned beneficiaries of the Trust, individually and on behalf of those beneficiaries they can represent under state law or the governing instrument, hereby:

- 1) State, to the best of their knowledge, that they are the beneficiaries of the Trust;
- 2) Approve receipt by the Corporate Trustee of its periodic trustee's commissions/fees through the date of the final distribution of the assets of the Trust;
- 3) Acknowledge that there have been made available to them the transaction statements for the Trust covering the period from November 18, 1996 through the current date, and that they have examined such statements to the extent they deem appropriate or waive their right to do so, and they further accept and approve the same and ratify and confirm all acts of the Trustee as reflected therein;
- 4) Acknowledge receipt of the property described on the attached Statement of Holdings dated July 10, 2019, in the proportions described on the attached Schedule A, exclusive of the payments described in paragraph 2 above, and exclusive of any fiduciary income taxes and administration expenses that may become due and payable, the same being in the aggregate all property belonging to the Trust and belonging to them after making such payments (the "property");
- 5) Release and discharge the Trustee, as trustee and in its corporate capacity, its predecessors, successors, affiliates, and directors and employees of the Trustee or its affiliates, of and from any and all liabilities or claims whatsoever that they or any other person or entity may now have or may in the future have against the Trustee by reason of any act done or omitted to be done by the Trustee in connection with the administration of the Trust;
- 6) Agree to refund and pay over to the Trustee such amounts as may be requested in writing by the Trustee to reimburse the Trust for any over-distribution to them or to satisfy their pro-rata portion of any debt of the Trust, any tax deficiency owed by the Trust to the Internal Revenue Service or to any state or other taxing authority (including all penalties and interest), any demand or claim presented by another beneficiary, creditor or other claimant of the Trust; however, their obligation to refund and pay over shall be limited to the amount of the distribution made by the Trustee to them;
- 7) To an extent of the property distributed to them, agree to indemnify and hold harmless the Trustee, as trustee and in its corporate capacity, its predecessors, successors, affiliates, and directors and employees of the Trustee or its affiliates, against all claims (including taxes of every kind and character), demands, suits, actions, expenses, accountants' fees, attorneys' fees and all losses and damages of every kind and character whatsoever attributable to the Trustee in connection with the administration of the Trust and the distribution of the property to them without a judicial accounting or decree;
- 8) Acknowledge that they are entitled to an account of the Trustee's acts as Trustee of the Trust, and waive all right to any such account and further waive all right to a judicial settlement of the Trustee's account and to the issuance and service of citation or other process in any action or proceeding for the judicial settlement of the account, and consent that a judgment or decree may be entered in any court, without notice to them settling the account and discharging the Trustee from all liability and accountability in respect of all matters embraced therein or in this instrument;

Attachment: Exhibit A (217-19 : Agreement, David M. Forker Charitable Remainder Unitrust)

a/c xxxx4C11

- 9) Acknowledge that the approvals, consents, releases and ratifications presented herein are granted in accordance with state law, and acknowledge they were not induced by improper conduct of the Trustee and that they have knowledge of the material facts relating to the matters contained herein and are aware of their rights;
- 10) Understand that the provisions of this Agreement are severable, and if any part of it is found to be unenforceable, the other provisions shall remain fully valid and enforceable;
- 11) Acknowledge that they have not assigned, transferred or in any way encumbered their right, title and interest in and to the property distributed in accordance with the terms of this Agreement;
- 12) Acknowledge that (i) this Agreement is a legal document; (ii) they have been advised to have this Agreement reviewed by their attorney(s); and (iii) they have had the Agreement reviewed by such attorney(s) or voluntarily chose to execute it without a review by such attorney(s); and
- 13) Agree that the provisions of this Agreement shall bind and inure to the benefit of them and their heirs, successors and assigns and the successors and assigns of the Trustee.
- 14) Agree that this agreement may be signed in counterparts, each of which shall be an original and all of which together shall constitute one Agreement.

(This space has intentionally been left blank.)

Attachment: Exhibit A (217-19 : Agreement, David M. Forker Charitable Remainder Unitrust)

a/c xxxx4C11

Dated: _____

By: _____
The Hill School, as Beneficiary of the TrustSTATE OF _____)
COUNTY OF _____) ss:

On the _____ day of _____ in the year _____, before me the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Dated: _____

By: _____
Summit Country Day School,
as Beneficiary of the TrustSTATE OF _____)
COUNTY OF _____) ss:

On the _____ day of _____ in the year _____, before me the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

a/c xxxx4C11

Dated: _____

By: _____
The Columbus Museum, as Beneficiary of the TrustSTATE OF _____)
COUNTY OF _____) ss:

On the _____ day of _____ in the year _____, before me the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Dated: _____

By: _____
Trinity Episcopal Church, as Beneficiary of the TrustSTATE OF _____)
COUNTY OF _____) ss:

On the _____ day of _____ in the year _____, before me the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

a/c xxxx4C11

Dated: _____

By: _____
Red Mountain Park, as Beneficiary of the TrustSTATE OF _____)
COUNTY OF _____) ss:

On the _____ day of _____ in the year _____, before me the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Dated: _____

By: _____
Alexander City Parks & Recreation
FBO Sportsplex Trail, as Beneficiary of the TrustSTATE OF _____)
COUNTY OF _____) ss:

On the _____ day of _____ in the year _____, before me the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

a/c xxxx4C11

Dated: _____

By: _____
Alabama Hiking Trails Society FBO Magnolia Trail,
Flagg Mtn., as Beneficiary of the TrustSTATE OF _____)
COUNTY OF _____) ss:

On the _____ day of _____ in the year _____, before me the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Dated: _____

By: _____
Sloss Furnaces Foundation,
as Beneficiary of the TrustSTATE OF _____)
COUNTY OF _____) ss:

On the _____ day of _____ in the year _____, before me the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

a/c xxxx4C11

Dated: _____

By: _____
Brown University, as Beneficiary of the TrustSTATE OF _____)
COUNTY OF _____) ss:

On the _____ day of _____ in the year _____, before me the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Dated: _____

By: _____
CRATA Cherokee Ridge Alpine Trails Association,
as Beneficiary of the TrustSTATE OF _____)
COUNTY OF _____) ss:

On the _____ day of _____ in the year _____, before me the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

a/c xxxx4C11

Dated: _____

By: _____
 Auburn University Foundation FBO School of
 Forestry Louise Krehler Nature Preserve,
 as Beneficiary of the Trust

STATE OF _____)
) ss:
 COUNTY OF _____)

On the _____ day of _____ in the year _____, before me the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

 Notary Public

Dated: _____

By: _____
 Talapoossee Historical Society,
 as Beneficiary of the Trust

STATE OF _____)
) ss:
 COUNTY OF _____)

On the _____ day of _____ in the year _____, before me the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

 Notary Public

a/c xxxx4C11

Dated: _____

By: _____
Food Bank of East Alabama,
as Beneficiary of the TrustSTATE OF _____)
COUNTY OF _____) ss:
_____)

On the _____ day of _____ in the year _____, before me the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Dated: _____

By: _____
Children's Harbor, as Beneficiary of the TrustSTATE OF _____)
COUNTY OF _____) ss:
_____)

On the _____ day of _____ in the year _____, before me the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

a/c xxxx4C11

Dated: _____

By: _____
Church of the Advent, as Beneficiary of the TrustSTATE OF _____)
COUNTY OF _____) ss:

On the _____ day of _____ in the year _____, before me the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Dated: _____

By: _____
Ruffner Mountain Nature Preserve,
as Beneficiary of the TrustSTATE OF _____)
COUNTY OF _____) ss:

On the _____ day of _____ in the year _____, before me the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

a/c xxxx4C11

Dated: _____

 By: _____
 Opelika Parks and Recreation
 FBO Sidique Birding Trail Upkeep,
 as Beneficiary of the Trust

 STATE OF _____)
) ss:
 COUNTY OF _____)

On the _____ day of _____ in the year _____, before me the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

 Notary Public

Dated: _____

 By: _____
 Paces Point Volunteer Fire & Rescue,
 as Beneficiary of the Trust

 STATE OF _____)
) ss:
 COUNTY OF _____)

On the _____ day of _____ in the year _____, before me the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

 Notary Public

a/c xxxx4C11

Dated: _____

By: _____
Boys and Girls Ranches of Alabama, Inc.,
as Beneficiary of the TrustSTATE OF _____)
COUNTY OF _____) ss:

On the _____ day of _____ in the year _____, before me the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Dated: _____

By: _____
Friend of Horseshoe Bend, as Beneficiary of the

Trust

STATE OF _____)
COUNTY OF _____) ss:

On the _____ day of _____ in the year _____, before me the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Page 12 of 12

Attachment: Exhibit A (217-19 : Agreement, David M. Forker Charitable Remainder Unitrust)

RESOLUTION NO. 218-19

Waiver of Building & Construction Permit Fees for the Fuller Center for Housing.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE WAIVER OF ALL BUILDING AND
CONSTRUCTION PERMIT FEES FOR HOUSES BEING CONSTRUCTED BY THE
FULLER CENTER FOR HOUSING**

WHEREAS, there is a lack of sanitary, safe and affordable dwelling accommodations for persons of moderate and low income; and

WHEREAS, the Fuller Center for Housing is a non-profit organization that seeks to eradicate poverty housing by promoting partnerships with individuals and community groups to build and rehabilitate homes for people in need; and

WHEREAS, the Fuller Center creates partnerships within communities that bring together churches, schools, businesses and civic organizations to build decent, affordable homes in partnership with people who are unable to secure adequate housing by conventional means; and

WHEREAS, the Fuller Center works in collaboration with our covenant partners, other service-oriented organizations and countless volunteers to build and repair homes. All homeowners work together with volunteers to build their own homes, which are then sold to them on terms they can afford; and

WHEREAS, all decisions about family selection are managed by the board of directors of each local covenant partner. Income requirements vary from community to community. However, there are three basis criteria that everyone uses; applicant need (can't qualify for conventional loans), applicant willingness to partner ("sweat equity" volunteer hours required) and applicant ability to pay the mortgage on their new home; and

WHEREAS, the Fuller Center requests that the City of Opelika (the "City") waive any and all building and construction fees and site review fees related to houses being constructed by the Fuller Center within the corporate limits of Opelika; and

WHEREAS, pursuant to §11-96A-3, *Code of Alabama*, municipal governing bodies may appropriate, lend or donate funds or properties to any non-profit corporation or agency to be used for the purpose of funding or providing low or moderate-income housing; and

WHEREAS, the City Council and the City of Opelika (the “Council”) finds and determines that the waiver of such building and construction permit fees will serve a valid and sufficient public purpose because it will facilitate the construction of low and moderate public housing for the benefit of the general public.

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

1. That the Council does hereby waive any and all building and construction permit fees and site review fees required by the City related to houses being constructed by the Fuller Center for Housing for a period of one (1) year from the date of this Resolution. The Fuller Center shall be exempt from the payment of the following fees:

- a. Planning fees
- b. Plan review fees
- c. Building permit fees, including electrical, mechanical and plumbing permit fees
- d. Subdivision application fees
- e. Zoning application fees
- f. Site review fees
- g. Conditional use and site plan review fees
- h. Sewer tap and assessment fees

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

communications under the seal of the City or otherwise, as they or any of them deem necessary or advisable or appropriate in order to carry into effect the intent of the provisions of this Resolution.

3. That this Resolution shall take effect upon its passage and adoption by the City Council and shall remain in full force and effect for one (1) year from the date this Resolution was adopted and approved.

ADOPTED AND APPROVED this the ___ day of _____, 2019.

PRESIDENT OF THE CITY COUNCIL
OF THE CITY OF OPELIKA

ATTEST:

CITY CLERK

RESOLUTION NO. 219-19

Special appropriation to Opelika Learning Center.**RESOLUTION NO. _____**

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

WHEREAS, the Opelika Learning Center is in need of additional funding to assist in covering the expenses for their Positive Behavior Dog Pound Program for their students, and

WHEREAS, all five Council members have agreed to contribute \$1,000.00 from their respective discretionary current year account or reserve fund.

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

1. That the City Council approves said request to provide a total of \$5,000.00 to the Opelika School System to assist in covering the various expenses for their Positive Behavior Dog Pound Program.
2. That City Council members wish to provide \$1,000.00 each from their discretionary funds as detailed below:

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

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

in No. 2. above to the appropriate account(s).

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

APPROVED and ADOPTED this the ____ day of _____, 2019.

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

Attest:

Robert G. Shuman, CMC
City Clerk - Treasurer

RESOLUTION NO. 220-19

Authorize higher salary for Municipal Court Clerk.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING HIGHER SALARY FOR POSITION OF
MUNICIPAL COURT CLERK

WHEREAS, the Mayor has the authority to appoint an employee to a vacant, budgeted position; and

WHEREAS, the minimum rate of pay for the position of Municipal Court Clerk at pay grade 18 is \$43,802.19 and the maximum rate of pay is \$65,703.28; and

WHEREAS, the position of Municipal Court Clerk is critical and the Mayor is of the opinion that he will be unable to fill said position with a qualified applicant at the current level rate of pay; and

WHEREAS, the Mayor and Human Resources Director have recommended that the salary for the position of Municipal Court Clerk be raised to no more than \$55,000, which amount is within the allowable range of pay for this position.

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

1. That the Mayor is hereby authorized to fill the position of Municipal Court Clerk, at such time as said position is vacant, with a qualified applicant at a salary of no more than \$55,000.
2. That the Mayor and the Controller are hereby authorized and directed to make the necessary accounting and budgetary adjustments to carry into effect the provisions of this Resolution.
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.

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

ADOPTED AND APPROVED this the _____ day of _____, 2019.

PRESIDENT OF THE CITY COUNCIL
OF THE CITY OF OPELIKA

ATTEST:

CITY CLERK

ORDINANCE NO. 018-19-ORD

Amend Zoning Ord & Map: Rezone 47.3 Acres, 1300 Block Fox Run Parkway - 2nd Reading.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE ZONING
ORDINANCE AND ZONING MAP OF THE CITY OF OPELIKA
(FOX RUN DEVELOPMENT PUD)

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

Section 1. FINDINGS. The Council has determined and hereby finds and declares that the following facts are true and correct:

(a) Koul Properties, Inc., an Alabama corporation, (the “Company”) is the owner of record of that certain real property consisting of approximately 47.3 acres located on the east side of Fox Run Parkway.

(b) The Company heretofore submitted to the City a development plan for a planned unit development (“PUD”) entitled “Fox Run Development PUD” consisting of approximately 47.3 acres.

(c) The proposed development is a mixed use development divided primarily into four (4) sections. A future commercial section is located along Fox Run Parkway and is comprised of approximately 4.7 acres. The westernmost residential section is a townhome and is approximately 2.2 acres located inside the existing Pinehurst Apartments. The middle section is that includes 3.55 acres of open space. The easternmost residential section is a single-family detached house area that is approximately 23.61 acres that includes 7.2 acres of open space.

(d) The Planning Commission heretofore conducted a public hearing on the proposed development and referred to the City Council its recommendation to approve the proposed development.

(e) It is advisable and in the interest of the City and the public interest that the property described in Section 3 below should be developed as a mixed use planned unit development.

Section 2. APPROVAL OF THE DEVELOPMENT PLAN. The Development Plan as submitted for review is hereby approved and affirmed as required by Section 8.18N of the Zoning Ordinance of the City.

Section 3. DESIGNATION OF A PLANNED UNIT DEVELOPMENT. The official Zoning Map is hereby amended and the zoning classification for the following parcel of land shall be changed from a C-2 District (Office District) to a Planned Unit Development (PUD) on the official zoning map of the City.

Commencing at the southeast corner of Section 5, T-19-N, R-27-E, in Opelika, Lee County, Alabama; thence North 2° 30' 38" West, 1,251.1 feet to the TRUE POINT OF BEGINNING of the parcel of land herein described; thence South 86° 45' 22" West 2,175.84 feet to the northeasterly right-of-way line of Fox Run Parkway (U.S. Highway 431); thence northwesterly along said right-of-way line, being a curve concave southwesterly, and having a radius of 5,809.58 feet, for 17.20 feet; thence North 29° 51' 21" West 103.47 feet; thence North 41° 43' 51" West 102.44 feet; thence North 54° 00' 02" West 103.52 feet; thence Northwesterly along a curve concave southwesterly and having a radius of 5,809.58 feet, for 367.63 feet; thence leaving said right-of-way line North 1° 54' 18" West 245.30 feet; thence South 65° 11' 27" East, 22.35 feet; thence North 1° 56' 29" West 79.05 feet; thence North 87° 01' 52" East 1,129.62 feet; thence North 87° 06' 49" East, 1,486.88 feet; thence South 1° 44' 40" East 824.69 feet to the TRUE POINT OF BEGINNING.

The above-described property is located on the east side of Fox Run Parkway near Betts Shopping Center.

Section 4. RETENTION OF COPIES OF DEVELOPMENT PLAN. Copies of the Development Plan shall be maintained in the office of the City Clerk, City Planner, City Engineer and Building Official and shall be open for public inspection.

Section 5. REPEALER. Any ordinance or part thereof in conflict with provisions of this Ordinance be and the same are hereby repealed.

Section 6. EFFECTIVE DATE. This Ordinance shall become effective upon its adoption, approval and publication as required by law.

Section 7. PUBLICATION. This Ordinance shall be published one (1) time in a newspaper of general circulation in the City of Opelika, Lee County, Alabama.

All interested persons are invited to attend the public hearing and be heard. Written comments concerning the above matter may be mailed to the City Clerk at P.O. Box 390, Opelika, AL 36803 at any time prior to the public hearing and may be further submitted to the City Council at the meeting and the public hearing.

Please contact Kevin Rice, the City's ADA Coordinator, at 334-705-2083 at least two (2) working days prior to the meeting if you require special accommodations due to any disability.

ADOPTED AND APPROVED this the ____ day of _____, 2019.

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

ATTEST:

CITY CLERK

TRANSMITTED TO MAYOR on this the ____ day of _____,
2019.

CITY CLERK

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2019.

MAYOR

ATTEST:

CITY CLERK