



OPELIKA CITY COUNCIL
“ REGULAR MEETING MINUTES “
204 South 7th Street
October 15, 2019
TIME: 7:00 PM

1. Call to Order

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

Mr. Lunsford provided the invocation.

1. Kevin Lunsford from the Trinity United Methodist Church and representing Lee County Ministers Alliance.

4. Pledge of Allegiance

Councilman Dozier Smith T lead the Pledge of Allegiance.

5. Reading of Minutes

1. Minutes from the 10-01-19 city council meeting.

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

6. Unfinished Business

7. Remarks By the Mayor

1. September 2019 Building Inspections Montly Bldg Rpt
Mayor Fuller called on Joey Motley, City Administrator, to provide a summary of the September and YTD building inspection report.
2. Presentation of resoluton honoring J. Miles Thomas.
Mayor Fuller presented a resolution to Ken Thomas honoring the life of J. Miles Thomas.
3. KOB - Yard of the Year awards.
Mayor Fuller and Tipi Miller, Executive Director of Keep Opelika Beautiful, presented the Yard of the Year awards to the home owner in each City Ward.
4. Employee service awards for various departments.
Mayor Fuller recognized and presented service pins to city employees from various departments. Mayor Fuller also asked President Smith to draw a City employees name from a basket to determine who won the annual Safety Award grand prizes for 1st, 2nd and 3rd place.

8. Citizen Communications

(Limit comments to five minutes or less)

Victor Harris asked if the City had made a decision on waiving building/construction fees for the Curtis House. President Smith said a resolution is on the agenda tonight and it is resolution number 24 on the council meeting agenda.

9. Report of Disbursements

10. Committee Reports

11. General Business

1. Request temporary street closure for Veterans Day celebration on 11-11-19.

RESULT: APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: Tiffany Gibson-Pitts, Council Member

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

2. Request temporary street closure for LRCOG Mardi Gras walk/run on 2-08-20.

RESULT: APPROVED [UNANIMOUS]

MOVER: David Canon, Council Member

SECONDER: Patricia Jones, President Pro-Tem

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

3. Request by Cyberzone DbA Cyberzone Entertainment Center, Wine and Beer on Premise License.

This request was initially skipped so that ordinance no. 1 on the council meeting agenda could be approved first. The city council came back to this request and voted after said ordinance was approved.

RESULT: APPROVED [UNANIMOUS]

MOVER: Tiffany Gibson-Pitts, Council Member

SECONDER: David Canon, Council Member

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

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

Mr. Shuman presented this public hearing for a weed assessment at said address in the amount of \$605.59. President Smith opened the public hearing and asked if there was anyone present that would like to speak for or against said assessment. No one came forward to speak. President Smith closed this public hearing.

5. Public Hearing Weed Abatement Assessment - 1013 Randolph St.

Mr. Shuman presented this public hearing for a weed assessment at said address in the amount of \$488.34. President Smith opened the public hearing and asked if there was anyone present that would like to speak for or against said assessment. No one came forward to speak. President Smith closed this public hearing.

6. Public Hearing for Demolition - 509 1St Avenue

Mr. Shuman presented this public hearing to authorize a demolition at said address. President Smith opened the public hearing and asked if there was anyone present that would like to speak for or against said demolition. No one came forward to speak. President Smith closed this public hearing.

7. Public Hearing for Demolition - 1113 Lake Street

Mr. Shuman presented this public hearing to authorize a demolition at said address. President Smith opened the public hearing and asked if there was anyone present that would like to speak for or against said demolition. No one came forward to speak. President Smith closed this public hearing.

8. Vacate Right-Of-Way - North Portion of Waverly Parkway

Mr. Shuman presented this public hearing to vacate a portion of Right-of-Way on Waverly Parkway. President Smith opened the public hearing and asked if there was anyone present that would like to speak for or against said vacating of Right-of-Way. No one came forward to speak. President Smith closed this public hearing.

12. Awarding of Bids

1. Bids 313-19 Emergency Debris Removal - PW

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

13. Resolutions

1. Resolution 314-19 Resolution honoring J. Miles Thomas.

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

2. Resolution 315-19 Expense reports from various departments.

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

3. Resolution 316-19 Designate City Personal Property as Surplus & Authorize Disposal

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 317-19 Purchase - One (1) 2020 Chevrolet Tahoe - State Contract - PD

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

5. Resolution 318-19 Purchase - Microsoft Software - State Contract - IT

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

6. Resolution 319-19 Refund of Sewer Assessment Fees

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

7. Resolution 320-19 Weed Abatement Assessment - 514 Old Columbus Rd.

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

8. Resolution 321-19 Weed Abatement Assessment - 1013 Randolph St.

- RESULT:** **APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
9. Resolution 322-19 Resolution for Demolition - 509 1St Avenue
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
10. Resolution 323-19 Resolution for Demolition - 1113 Lake Street
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
11. Resolution 324-19 Vacate Right-Of-Way - North Portion of Waverly Parkway
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
12. Resolution 325-19 MOU with East Alabama Health Care Authority - Mobile Health Clinic.
RESULT: **APPROVED [4 TO 0]**
MOVER: David Canon, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Patricia Jones, Tiffany Gibson-Pitts, David Canon, Eddie Smith
ABSTAIN: Dozier Smith T
13. Resolution 326-19 OPD new Job Classifications, Job Descriptions, Adjustments to Pay Plan & Organizational Chart.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
14. Resolution 327-19 OPS new Job Classifications, Job Descriptions, Adjustments to Pay Plan & Organizational Chart.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
15. Resolution 328-19 Appropriation contract FY2020, Ala. Cooperative Extension.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
16. Resolution 329-19 Appropriation contract FY2020, Christian Care Ministries.

- RESULT:** **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
17. Resolution 330-19 Appropriation contract FY2020, Valley Haven School.
- RESULT:** **APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
18. Resolution 331-19 Appropriation contract FY2020, EASE.
- RESULT:** **APPROVED [UNANIMOUS]**
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
19. Resolution 332-19 Appropriation contract FY2020, Envision.
- RESULT:** **APPROVED [UNANIMOUS]**
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
20. Resolution 333-19 Appropriation contract FY2020, J. W. Darden.
- RESULT:** **APPROVED [UNANIMOUS]**
MOVER: Patricia Jones, President Pro-Tem
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
21. Resolution 334-19 Appropriation contract FY2020, Downtown Redevelopment Authority.
- RESULT:** **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
22. Resolution 335-19 Appropriation contract FY2020, Domestic Violence Intervention Center.
- RESULT:** **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
23. Resolution 336-19 Special appropriation for Main Street, Christmas in a Railroad Town.
- RESULT:** **APPROVED [UNANIMOUS]**
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
24. Resolution 337-19 Waive building & construction fees, The Curtis House.

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

25. Resolution 338-19 First Addendum to Carehere Management Services Agreement.

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

26. Resolution 339-19 Appopriation contract FY2020, OIDA.

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

14. Ordinances

1. Ordinance 023-19-ORD Amend City Code of Ordinances, Article II of Chapter 3.5 Game Rooms - 2nd Reading.

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

2. Ordinance 024-19-ORD Amend City Code of Ordinances, Sec 23-2 Extending Hours of Operation Billiard Rooms - 2nd Reading.

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

3. Ordinance 025-19-ORD Amendments to the City's Personnel Policies and Procedures Manual.

This ordinance was introduced by Mr. Smith T. Then Mr. Canon made the motion to suspend the rules and was seconded by Ms. Jones. The following vote was recorded:

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

Nays None.

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

15. Appointments

1. Reappoint Chris Duncan to the Special Care Facilities Financing Board. New term expires 11-12-25.

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

2. Appointment to the Lee County Youth Development Board. New term ends 10-01-23.

President Smith opened the nominations for this appointment. Ms. Jones nominated the Reverend James Q. Smith Sr. for appointment to said board. President Smith asked if there were any other nominations. With no other nominations, President Smith closed the nominations.

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

16. Adjourn

The City Council meeting minutes of October 15, 2019 are hereby adopted and approved this the 5th day of November, 2019.

/s/ Eddie Smith

President of City Council
City of Opelika, Alabama

ATTEST:

/s/ R. G. Shuman

R. G. "Bob" Shuman, CMC

City Clerk - Treasurer

1. Character Trait of the month - Responsibility, the state of being accountable for something.
2. Motion to adjourn.

This city council meeting ended at 7:51pm.

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

**City Council**

204 South 7Th Street
Opelika, AL

ADOPTED**CM MINUTES (ID # 3787)**

Meeting: 10/15/19 07:00 PM

Department: City Clerk

Category: CM Minutes

Prepared By: Robert Shuman

Initiator: Robert Shuman

Sponsors:

DOC ID: 3787

Minutes from the 10-01-19 city council meeting.

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



OPELIKA CITY COUNCIL “ REGULAR MEETING MINUTES “

204 South 7th Street

October 1, 2019

TIME: 7:00 PM

1. Call to Order

President Eddie 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. All city council member were present.

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

3. Invocation

Pastor Henry Smith gave the invocation.

1. Pastor Henry Lewis Smith.

4. Pledge of Allegiance

Emma and Whit lead the Pledge of Allegiance.

1. Emma Hughley and Whit Cooper from the Northside Intermediate School.

5. Reading of Minutes

1. Minutes from the 9-17-19 city council meeting.

RESULT: APPROVED [UNANIMOUS]

MOVER: Tiffany Gibson-Pitts, Council Member

SECONDER: Dozier Smith T, Council Member

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

6. Unfinished Business

7. Remarks By the Mayor

1. Proclamation for National Disability Employment Awareness Month.

Mayor Gary Fuller presented a proclamation declaring October as National Disability Employment Awareness Month.

2. Proclamation for RIF - Run to Read Day.

Mayor Gary Fuller presented a proclamation recognizing the 30th annual Run to Read Day.

8. Citizen Communications

(Limit comments to five minutes or less)

Mattie Clark asked what the City is doing about the three empty trailers on Orchard Avenue and now the grass has grown up. I have been to the council meeting several times asking for something to be done. Mayor Fuller advised that there is a pending case against the property owners. Ms. Clark also asked if a safety rail could be installed beside the small lake across from the Piggly Wiggly.

Victor Harris said the building materials are on the ground for the renovation of The Curtis House and the labor is ready to go. Mr. Harris said they will continue to proceed with

construction and hopes the City will be able to waive the building and construction fees. President Smith said the city council would consider his request.

Maurice Ward said he now has financing and is looking for a general contractor. Mr. Ward asked the City for a little more time before the City moves forward with the demolition at 207 Avenue A. President Smith said, the City has been more than fair in working with you over many years. Ms. Jones stated the people need to understand this has been going on for more than five years, has been tabled and each time it has come to this point.

Oscar Penn said he represented a concerned citizen group and this historic home was owned by Dr. Lindsey and is important to the community. Mr. Penn asked the city to give Maurice a little more time.

9. Report of Disbursements

10. Committee Reports

11. General Business

1. Request by Kitty Greene, temporary street closure on Oct. 31st.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Dozier Smith T, Council Member

SECONDER: David Canon, Council Member

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

2. Request by Main Street on behalf of Griff Goods, temp. street closure on Oct 19th.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Dozier Smith T, Council Member

SECONDER: Tiffany Gibson-Pitts, Council Member

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

3. Request by Interstate Hotels LLC, DBA Fairfield Inn and Suites - Beer & Wine Off Premise License.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: David Canon, Council Member

SECONDER: Tiffany Gibson-Pitts, Council Member

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

4. Request by Opelika Interstate Hotels II LLC, DBA Hampton Inn and Suites - Retail Beer & Wine Off Premise License.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Dozier Smith T, Council Member

SECONDER: Tiffany Gibson-Pitts, Council Member

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

5. Request by Dreamz Lounge and Pool Hall LLC, Dba Dreamz - Lounge Retail Liquor Class I and Beer on Premise License.

Mr. Smith T said because I know Mr. Mitchell, and his son and my son were friends back in high school. I must support the recommendation of the Police Chief.

Ms. Jones said I cast my vote based on the information provided. I respect the Chief's recommendation but, with all the information I have been given and to be fair, I must vote for approval of the license request.

Ms. Pitts at the last meeting, asked Lillie Finley if a license had been issued to a convicted felon in the past and she said yes. To deny this request based on a pending charge would not be fair so, I must vote to approve this license request.

RESULT: **FAILED [2 TO 3]**
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Patricia Jones, Tiffany Gibson-Pitts
NAYS: Dozier Smith T, David Canon, Eddie Smith

12. Awarding of Bids

1. Bids 283-19 Right-Of-Way Vegetation Management - OPS

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

2. Bids 284-19 Residential Building Demolitions - INSP

Ms Pitts said she spoke to Mr. Ward about the approved demolition at 207 Avenue A but, his promises were not kept.

Ms. Jones said we tried to save this property for many years but, no one came forward so I can't support giving of more time.

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

3. Bids 285-19 Society Hill Road/Gateway Drive Roundabout Conversion - ENG

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

13. Resolutions

1. Resolution 286-19 Expense reports from various departments.

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

2. Resolution 287-19 Designate City Personal Property as Surplus & Authorize Disposal

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

3. Resolution 288-19 Purchase - X-Ray Baggage Scanner - NCPA Contract - PD

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

4. Resolution 289-19 Purchase - Two-Way Radios - State Contract - PD

- RESULT:** APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
5. Resolution 290-19 Purchase - In-Car Video Recording Systems - Sole Source - PD
RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
6. Resolution 291-19 Purchase - (20) Vests - State Contract - PD
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
7. Resolution 292-19 Purchase - Police Equipment for Police Package Automobiles - State Contract - PD
RESULT: APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
8. Resolution 293-19 Purchase - (7) 2020 Chevrolet Tahoes - State Contract - PD
RESULT: APPROVED [UNANIMOUS]
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
9. Resolution 294-19 Purchase - (1) New Ford F450 - HGAC Contract #AM10-18 - FD
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
10. Resolution 295-19 Purchase - (1) 2020 Peterbilt 520 Daycab W/ McNeilus 2849 Side Loader Body-Sourcewell Contr-OES
RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
11. Resolution 296-19 Building Permit Refund - Camellia Custom Homes.
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
12. Resolution 297-19 Application for the 2019 Byrne Justice Assistance Grant - OPD.

- RESULT:** APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
13. Resolution 298-19 Request by Verizon Wireless for a SUP for 2100 Tiger Town Parkway.
- RESULT:** APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
14. Resolution 299-19 Annual appropriation contract FY2020 with American Red Cross.
- RESULT:** APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
15. Resolution 300-19 Annual appropriation contract FY2020 with Main Street.
- RESULT:** APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
16. Resolution 301-19 Annual appropriation contract FY2020 with Storybook Farm.
- RESULT:** APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
17. Resolution 302-19 Annual appropriation contract FY2020 with KOB.
- RESULT:** APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
18. Resolution 303-19 Annual appropriation contract FY2020 with Lee Co. Youth Dev.
- RESULT:** APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
19. Resolution 304-19 Annual appropriation contract FY2020 with EMS.
- RESULT:** APPROVED [4 TO 0]
MOVER: David Canon, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Patricia Jones, Tiffany Gibson-Pitts, David Canon, Eddie Smith
ABSTAIN: Dozier Smith T
20. Resolution 305-19 Annual appropriation contract FY2020 with Museum of E.A.

- RESULT:** APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
21. Resolution 306-19 Special appropriation to Chamber Commerce, 20 Under 40 program.
RESULT: APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
22. Resolution 307-19 Special appropriation to Arts Assoc. of East Alabama for 2020 Songwriters Festival.
RESULT: APPROVED [UNANIMOUS]
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
23. Resolution 308-19 Special appropriation to Southern Union State Community Foundation.
RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
24. Resolution 309-19 Project Agreement with ALDOT for Bike/Ped Masterplan
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
25. Resolution 310-19 Special appropriation to P&R Sportsplex for annual Health Fair
RESULT: APPROVED [UNANIMOUS]
MOVER: Patricia Jones, President Pro-Tem
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
26. Resolution 311-19 Loan to OIDA to purchase land for a new Technology Park.
RESULT: APPROVED [UNANIMOUS]
MOVER: David Canon, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
27. Resolution 312-19 Expense report from Guy Gunter.
RESULT: APPROVED [UNANIMOUS]
MOVER: Tiffany Gibson-Pitts, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Jones, Gibson-Pitts, Smith T, Canon, Smith
14. Ordinances
 1. Ordinance 022-19-ORD Amend Zoning Ord & Map: 1600 Toomer Street R3 to I1 - 2nd Reading.

RESULT: SECOND READING AND APPROVED [UNANIMOUS]

MOVER: Patricia Jones, President Pro-Tem

SECONDER: David Canon, Council Member

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

2. Ordinance Amend City Code of Ordinances, Article II of Chapter 3.5 Game Rooms - 2nd Reading.

This ordinance was introduced by Ms. Pitts.

RESULT: FIRST READING INTRODUCED

3. Ordinance Amend City Code of Ordinances, Sec 23-2 Extending Hours of Operation Billiard Rooms - 2nd Reading.

This ordinance was introduced by Mr. Canon.

RESULT: FIRST READING INTRODUCED

15. Appointments

1. Reappoint David Hudmon to the Board of Adjustment & Appeals. Term ends 10-01-23.

RESULT: APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: David Canon, Council Member

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

2. Appoint Morgan Beadles to the Kreher Preserve & Nature Center advisory board. Term ends 12-31-24.

Mr. Smith T made the motion to approve and was seconded by Ms. Pitts. During the discussion, the city council decided that since this is an advisory board and not an official city board, that Mayor Fuller should handle this appointment.

16. Adjourn

The City Council meeting minutes of October 1, 2019 are hereby adopted and approved this the ____ day of _____, 2019.

/s/

President of City Council

City of Opelika, Alabama

ATTEST:

/s/

R. G. "Bob" Shuman, CMC

City Clerk - Treasurer

1. Character Trait of the Month - Responsibility, the state of being accountable for something.
 2. Motion to adjourn.
- The council meeting ended at 8:07 pm.

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

**City Council**

204 South 7Th Street
Opelika, AL

SCHEDULED**MAYOR'S REMARKS (ID # 3760)**

Meeting: 10/15/19 07:00 PM
Department: Building Inspection
Category: Building Permit Report.
Prepared By: Tina Mnor
Initiator: Jeff Kappelman
Sponsors:

DOC ID: 3760

September 2019 Building Inspections Montly Bldg Rpt

COMMENTS - Current Meeting:

Mayor Fuller called on Joey Motley, City Administrator, to provide a summary of the September and YTD building inspection report.



BUILDING INSPECTIONS

700 Fox Trail
Opelika, AL 36801
(p) 334-705-5420
(f) 334-705-5159
www.opelika-al.gov

Monthly Permits For September, 2019

Work & Repair On Buildings:

Building Repairs	Commercial	Residential
Buildings Condemned	0	0
Buildings Demolished	0	0
Building Repairs	4	6
Plumbing Upgrades	0	0
Electrical Upgrades	0	1
Mechanical Upgrades	1	3
Reroofs And Roof Repairs	0	3
Mobile Home Services	0	0
Building Additions/Accessory Structures	0	5

Monthly Totals For September 2010-2019

2010	\$15,454,374.00
2011	\$2,746,405.00
2012	\$51,311,016.00
2013	\$3,666,190.00
2014	\$5,525,186.00
2015	\$5,632,291.00
2016	\$4,650,764.00
2017	\$6,360,684.00
2018	\$2,986,513.00
2019	\$7,158,721.40

Total Permits Issued:

2	New Buildings: Commercial	\$485,000.00
4	Commercial Renovations And Repairs	\$561,642.00
3	Signs	\$30,625.00
20	New Single Family Homes	\$5,394,180.40
6	Residential Repairs And Renovations	\$687,274.00
0	New Apartment Units	
0	New Duplex Residences	
	Total Building Permits Issued	

35

Total Permits Issued For September, 2019

\$7,158,721.40

TAKEN FROM THE RECORDS OF THE
BUILDING INSPECTOR


Jeff Kappelman
Chief Building Inspector





BUILDING INSPECTIONS

700 Fox Trail
Opelika, AL 36801
(p) 334-705-5420
(f) 334-705-5159
www.opelika-al.gov

Fiscal Year To Date Report - 2019

Building Repairs	Commercial	Residential
Buildings Condemned	1	4
Buildings Demolished	0	1
Building Repairs	78	150
Plumbing Upgrades	26	107
Electrical Upgrades	55	177
Mechanical Upgrades	44	118
Reroofs And Roof Repairs	19	58
Mobile Home Services	0	39
Building Additions/Accessory Structures	7	67

Yearly Totals For Oct. 1st - Sept. 30th	
2010	\$96,662,342.00
2011	\$45,352,237.00
2012	\$178,221,004.00
2013	\$61,881,917.00
2014	\$79,409,560.00
2015	\$192,080,600.00
2016	\$127,079,852.00
2017	\$166,673,506.00
2018	\$111,654,002.74

Total Permits Issued:

20	New Buildings: Commercial	\$18,479,688.60
70	Commercial Renovations And Repairs	\$16,953,996.33
43	Signs	\$933,461.44
278	New Single Family Homes	\$68,854,216.20
179	Residential Repairs And Renovations	\$4,507,488.09
0	New Apartment Units	\$0.00
15	New Duplex Residences	\$1,824,848.00

607

Permit Total Issued for FY 2019

\$111,144,698.66

JEFF KAPPELMAN
Chief Building Inspector



City of Opelika Building Inspections Department

September 2019 Monthly Building Permit Detail Report

Issue Date	Main Address	Company	Work Class	Valuation
9/3/2019	3676 EAGLE TRL	CONNER BROTHERS CONSTRUCTION	New Single Family Detached	\$ 173,030.00
9/3/2019	2765 NATIONAL VILLAGE PKWY	CONNER BROTHERS CONSTRUCTION	New Single Family Detached	\$ 323,900.00
9/4/2019	307 S 4TH ST B	GOLD HILL CONSTRUCTION	Alteration	\$ 8,875.00
9/4/2019	808 SHELBY AVE	Mary Johnson	Decks	\$ 3,000.00
9/5/2019	504 S 8TH ST	J&H HOME IMPROVEMENT	Roofs	\$ 6,000.00
9/6/2019	3420 GRAND NATIONAL PKWY	Rosa Jackson	Addition	\$ 1,600.00
9/6/2019	2100 TIGER TOWN PKWY	SIGNAL POINT SYSTEMS INC	Alteration	\$ 100,000.00
9/9/2019	501 2ND AVE 3	HAZE CONSTRUCTION LLC	Alteration	\$ 210,000.00
9/9/2019	1006 AUBURN ST	Antonio Vega	Alteration	\$ 50,000.00
9/10/2019	2000 PEPPERELL PKWY	BAILEY HARRIS CONST CO	Alteration	\$ 246,400.00
9/12/2019	2707 COMPASS PT	Michael Willis	Accessory Buildings	\$ 2,000.00
9/12/2019	2619 CORPORATE PARK DR	MOORES CONSTRUCTION	New	\$ 400,000.00
9/13/2019	1102 WESTPOINT PKWY	Michael Bootz	Accessory Buildings	\$ 11,000.00
9/13/2019	214 2ND AVE	Jose Cervantes	Alteration	\$ 3,000.00
9/13/2019	4451 ANDERSON RD	ADAMSON CONSTRUCTION GROUP LL	New Single Family Detached	\$ 195,000.00
9/16/2019	300 CUSSETA RD	STONE MARTIN BUILDERS	Accessory Buildings	\$ 550,000.00
9/16/2019	1805 ARCHER WAY	EDGAR HUGHSTON BUILDER INC	New Single Family Detached	\$ 253,128.00
9/17/2019	3000 PEPPERELL PKWY 16	MIDSTATE SIGNS, LLC	Signs	\$ 3,100.00
9/17/2019	105 BRIAR HILL AVE	Douglas Wong	Accessory Buildings	\$ 2,400.00
9/19/2019	4108 BROADVIEW DR	STONE MARTIN BUILDERS	New Single Family Detached	\$ 181,864.00
9/19/2019	1781 MORNING GLORY DR	STONE MARTIN BUILDERS	New Single Family Detached	\$ 259,821.00
9/19/2019	1820 MORNING GLORY DR	STONE MARTIN BUILDERS	New Single Family Detached	\$ 270,490.00
9/19/2019	1877 MORNING GLORY DR	STONE MARTIN BUILDERS	New Single Family Detached	\$ 475,571.90
9/19/2019	767 TOWNE LAKE PKWY	STONE MARTIN BUILDERS	New Single Family Detached	\$ 257,259.00
9/19/2019	1736 MORNING GLORY DR	STONE MARTIN BUILDERS	New Single Family Detached	\$ 335,949.00
9/19/2019	1895 MORNING GLORY DR	STONE MARTIN BUILDERS	New Single Family Detached	\$ 297,560.00
9/19/2019	1865 MORNING GLORY DR	STONE MARTIN BUILDERS	New Single Family Detached	\$ 301,740.00
9/19/2019	1870 MORNING GLORY DR	STONE MARTIN BUILDERS	New Single Family Detached	\$ 295,982.00

9/19/2019	1751 MORNING GLORY DR	STONE MARTIN BUILDERS	New Single Family Detached	\$	297,654.00
9/20/2019	100 EASY ST	BNB & ASSOCIATES LLC	New Single Family Detached	\$	149,000.00
9/20/2019	1805 OAK BOWERY RD	A&E HOLDINGS LLC	Alteration	\$	9,950.00
9/20/2019	1810 BENGAL DR	A&E HOLDINGS LLC	Alteration	\$	7,700.00
9/20/2019	3500 DALE AVE 20	Stephen King	Detached Garage	\$	25,000.00
9/20/2019	1307 WESTPOINT PKWY	A&E HOLDINGS LLC	Alteration	\$	3,642.00
9/24/2019	4917 STONEWALL RD	Mitchell Ebrahim	Accessory Buildings	\$	4,399.00
9/24/2019	1502 PRESTON ST	DOUG HORN ROOFING CO LLC	Roofs	\$	1,200.00
9/25/2019	906 GWYNNE'S WAY	BUILDERS PROFESSIONAL GRP LLC	New Single Family Detached	\$	221,381.70
9/25/2019	2805 JACKSON ST	BUILDERS PROFESSIONAL GRP LLC	New Single Family Detached	\$	322,509.30
9/25/2019	2903 JACKSON ST	BUILDERS PROFESSIONAL GRP LLC	New Single Family Detached	\$	240,054.50
9/25/2019	3021 OLD OPELIKA RD	B&L ROOFING	Roofs	\$	2,750.00
9/26/2019	1531 2ND AVE	John Smith	Signs	\$	8,000.00
9/26/2019	3401 LAKESHORE DR DR	TOLAND CONSTRUCTION LLC	New Single Family Detached	\$	272,705.00
9/26/2019	3439 LAKESHORE DR DR	TOLAND CONSTRUCTION LLC	New Single Family Detached	\$	269,581.00
9/27/2019	2875 WYNDHAM INDUSTRIAL DR	WAYNE GENTRY BUILDER	New	\$	85,000.00
9/27/2019	2776 ENTERPRISE DR	ADVANCED GRAPHICS LLC	Signs	\$	19,525.00
				\$	7,158,721.40

Chief Building Official Jeff Kappelman

**City Council**

204 South 7Th Street
Opelika, AL

ADOPTED**GENERAL BUSINESS (ID # 3761)**

Meeting: 10/15/19 07:00 PM

Department: City Clerk

Category: Request / Temp Street Closure

Prepared By: Robert Shuman

Initiator: Robert Shuman

Sponsors:

DOC ID: 3761

Request temporary street closure for Veterans Day celebration on 11-11-19.

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



REQUEST TEMPORARY STREET CLOSURE

DATE this request made: _____ Oct. 1, 2019 _____

NAME OF INDIVIDUAL: Leigh Krehling
 ADDRESS: 204 S. 7th Street
 Opelika, AL 36801
 PHONE #: 705-5136
 EMAIL Address: lkrehling@opelika-al.gov
 NAME OF ORGANIZATION: Community Relations
 ADDRESS:
 PHONE #: 334705-5136
 REASON FOR REQUEST: Road closure – 7th between Ave. A and B

November 11, 2019
 8 a.m. – Noon
 Veterans Day Program
 Approximately 150 people

Barricades needed.
 No signs in right-of-way

SIGNED: _____ Leigh Krehling _____
 NAME (printed): _____

Email completed form & information to: R. G. "Bob" Shuman

City Clerk - Treasurer
rshuman@opelika-al.gov
 334-705-5110



City Council
204 South 7Th Street
Opelika, AL

ADOPTED

Meeting: 10/15/19 07:00 PM
Department: City Clerk
Category: Request / Temp Street Closure
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:

GENERAL BUSINESS (ID # 3762)

DOC ID: 3762

Request temporary street closure for LRCOG Mardi Gras walk/run on 2-08-20.

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

Shuman, Robert

From: Jackie Pinkard <JPinkard@lrcog.com>
Sent: Monday, September 30, 2019 4:02 PM
To: Shuman, Robert
Subject: FW: walk route map without date
Attachments: 2017 walk map.pdf

Mr. Shuman,

The Lee-Russell Council of Governments is once again requesting approval from the City of Opelika to host the annual Memory Walk and Run.

Sam and the Parks and Rec Board have already approved the function.

The map is the same from year in the past. The route hasn't changed.

The information you've requested in the past is below.

Name of Event: The 15 Annual Unforgettable Footsteps Mardi Gras Walk/Run

Sponsor: Lee-Russell Council of Governments

Date: February 8, 2020

Place: Opelika Municipal Park

Start & End Time: 6:30 AM – 10:30 AM

Estimated number of participants: 75

Route: map is attached; it is the same as pervious years

LRCOG is requesting 15-20 safety cones from the City

Electricity is needed

Thanks,

Jackie Pinkard

Lee-Russell Council of Governments

Attachment: CM 10-15-19, request from LRCOG annual Mardi Gras walk run (3762 : Request temporary street closure for LRCOG Mardi Gras

11.2.b





City Council
204 South 7Th Street
Opelika, AL

ADOPTED

Meeting: 10/15/19 07:00 PM
Department: Purchasing and Revenue
Category: Business & Alcohol License
Prepared By: Martha Wright

Initiator: Lillie Finley
Sponsors:

GENERAL BUSINESS (ID # 3782)

DOC ID: 3782

Request by Cyberzone Dba Cyberzone Entertainment Center, Wine and Beer on Premise License.

COMMENTS - Current Meeting:

This request was initially skipped so that ordinance no. 1 on the council meeting agenda could be approved first. The city council came back to this request and voted after said ordinance was approved.

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

**City Council**

204 South 7Th Street
Opelika, AL

SCHEDULED**GENERAL BUSINESS (ID # 3758)**

Meeting: 10/15/19 07:00 PM

Department: Purchasing and Revenue

Category: Public Hearing

Prepared By: Jerry Bush

Initiator: Lillie Finley

Sponsors:

DOC ID: 3758

Public Hearing Weed Abatement Assessment - 514 Old Columbus Rd.

COMMENTS - Current Meeting:

Mr. Shuman presented this public hearing for a weed assessment at said address in the amount of \$605.59. President Smith opened the public hearing and asked if there was anyone present that would like to speak for or against said assessment. No one came forward to speak. President Smith closed this public hearing.

WEED ABATEMENT INVOICE

Date: October 7, 2019

**To: Phillip Ray Allen
64 Lee Rd 2093
Valley Al. 36854**

**Property Address:
514 Old Columbus Rd.
Opelika Al. 36801
Parcel # 10-04-20-1-000-010.000**

On August 30, 2019 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>592.25</u>
Certified mail:	<u>13.34</u>
Misc.	<u> </u>
Total	<u>605.59</u>

Attachment: WEED INVOICE 514 Old Columbus Rd (3758 : Public Hearing Weed Abatement Assessment - 514 Old Columbus Rd.)

To: **Phillip Ray Allen**
64 Lee Rd 2093
Valley Al. 36854

**NOTICE OF PUBLIC HEARING ON COST OF
 ABATEMENT OF WEED NUISANCE LOCATED AT
 514 Old Columbus Rd., Parcel # 10-04-20-1-000-010.000**

=====

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 514 Old Columbus Rd, Parcel No. 010.000 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 \$605.59.

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 15th day of October, 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 7th day of October, 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**GENERAL BUSINESS (ID # 3756)**

Meeting: 10/15/19 07:00 PM

Department: Purchasing and Revenue

Category: Public Hearing

Prepared By: Jerry Bush

Initiator: Lillie Finley

Sponsors:

DOC ID: 3756

Public Hearing Weed Abatement Assessment - 1013 Randolph St.

COMMENTS - Current Meeting:

Mr. Shuman presented this public hearing for a weed assessment at said address in the amount of \$488.34. President Smith opened the public hearing and asked if there was anyone present that would like to speak for or against said assessment. No one came forward to speak. President Smith closed this public hearing.

WEED ABATEMENT INVOICE

Date: 10/07/2019

To: RS/PHS Properties (Paul Sanders)
PO Box 1473
Auburn Al. 36830

Property Address:
1013 Randolph St.
Opelika Al. 36801
Parcel # 10-04-18-2-002-109.000

On September 4, 2019 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement: 475.00

Certified mail: 13.34

Misc.

Total 488.34

Attachment: WEED INVOICE 1013 Randolph St. (3756 : Public Hearing Weed Abatement Assessment - 1013 Randolph St.)

To: **RS/PHS Properties (Paul Sanders)**
PO Box 1473
Auburn AL. 36830

**NOTICE OF PUBLIC HEARING ON COST OF
 ABATEMENT OF WEED NUISANCE LOCATED AT
 1013 Randolph St., Parcel 43-10-04-18-2-002-109.000**

=====

NOTICE IS HEREBY GIVEN that the weed nuisance growing upon or in front of the property located at 1013 Randolph St, Parcel No. 109.000 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 \$488.34.

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 15th day of October, 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 7th day of October, 2019.

 Jerry Bush
 Code Compliance Officer

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



City Council

204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 3627)

Meeting: 10/15/19 07:00 PM
Department: Building Inspection
Category: Public Hearing
Prepared By: David Chapman
Initiator: Jeff Kappelman
Sponsors:

DOC ID: 3627

Public Hearing for Demolition - 509 1St Avenue

August 15, 2019

TO:

Loretta L. Wanat
11090 Woodruff Road
Fairburn, GA 30213

NOTICE OF DANGEROUS BUILDING, FINDING OF PUBLIC NUISANCE AND ORDER TO REMEDY

This notice, finding and order is given pursuant to Ordinance No. 116-15 and Section 5-226 of the *Code of Ordinances* of the City of Opelika, Alabama, informing you that a building located within the City of Opelika, Alabama (the "City") is unsafe to the extent that it is a public nuisance and subject to demolition. According to the real property records of Lee County, Alabama, Loretta L. Wanat is the owner of the real property described in this notice. The building is located on the following described real property, to-wit, which is described hereinafter as the "Subject Property":

Street Address: 509 1st Avenue, Opelika, AL 36801

Legal Description: Start at a point in the City of Opelika, Alabama where the Southeasterly margin of First Avenue intersects the Northeasterly margin of Sixth Street; thence run North 47 degrees 48 minutes East, along the Southeasterly margin of First Avenue, a distance of 133.33 feet to the point of beginning of the lot or parcel to be herein described and conveyed: From said point of beginning continue thence North 47 degrees 48 minutes East for a distance of 66.67 feet; thence South 42 degrees 12 minutes East for a distance of 103 feet; thence South 47 degrees 48 minutes West, a distance of 66.67 feet; thence North 42 degrees 12 minutes West a distance of 103 feet to be the said point of beginning. Together with all improvements thereon and appurtenances thereunto belonging.

AND:

Parcel One (1) of the Downtown Urban Renewal Unit No. 2, Project No. U.R. ALA. R-54, as shown on map or plat dated the 21st day of January, 1974, prepared by Noah L. McCrory, Civil Engineer Reg. No. 2596, which is of record in Town Plat Book 8 at Page 158 in the Office of the Judge of Probate of Lee County, Alabama; together with any and all improvements thereon and appurtenances thereunto appertaining.

Being further described as a portion of Lot 1-A of Block 40 as shown by "Totten's Official Real Estate Map of Opelika, Alabama, 1930", as recorded in the Office of the Judge of Probate of Lee County, Alabama; in Town Plat Book 2, at Page 9, and being more particularly described as follows: Commence at the intersection of the Southeasterly margin of First Avenue (as same now exists) with the Northeasterly margin of North Sixth Street (as same now exists) in the City of Opelika, Alabama, Alabama; thence run South 43°15' East, along a projection of the said Northeasterly margin of said North Sixth Street, for a distance of 103.0 feet; thence run North 46°45' East for 66.6 feet; thence run North 43°15' West for 103.0 feet to a point on the said Southeasterly margin of said First Avenue; thence run South 46°45' West, along the said Southeasterly margin of said First Avenue, for 66.6 feet, more or less, to the aforesaid point of beginning.

Also being further described as Parcel Number 43-10-03-07-1-002-128.000, according to records maintained in the Lee County Revenue Commissioner's Office.

Parcel Identification Number: 43-10-03-07-1-002-128.000

As the Building Official of the City of Opelika, the undersigned inspected the building on the Subject Property on August 6, 2019. Based upon said inspection, the building located on the Subject Property is deemed to be a "dangerous building" within the meaning of Ordinance No. 116-15 because of the following conditions and/or defects:
(Check all that apply)

- ☐ (1) The interior walls or other vertical structure members of the building list, lean or buckle to such an extent that a plumb line passing through the center of gravity falls outside the middle third of its base.
- ☐ (2) Exclusive of foundation, the building shows thirty-three (33) percent or more of damage or deterioration of one (1) or more supporting members or fifty (50) percent of damage or deterioration of the non-supporting enclosing or outside walls or covering.

- ☐ (3) The building has improperly distributed loads upon the floors or roofs, or, in which the same are overloaded or which has insufficient strength to be reasonably safe for the purpose used.
- X (4) The building has been damaged by fire, wind, earthquake, flood, sinkhole, deterioration, neglect, abandonment, vandalism or other cause so as to become dangerous to life, health, property, morals, safety or general welfare of the public or the occupants.
- X (5) The building has become or is so damaged, dilapidated, decayed, unsafe, unsanitary, lacking in maintenance, vermin or rat-infested, containing filth or contamination, lacking proper ventilation, lacking sufficient illumination, or which so utterly fails to provide the amenities essential to decent living that it is unfit for human habitation, or is likely to cause sickness or disease, so as to work injury to the life, health, property, morals, safety or general welfare of the public or the occupants.
- ☐ (6) The building has light, air, heating, cooling and sanitation facilities which are inadequate to protect the life, health, property, morals, safety or general welfare of the public or the occupants.
- ☐ (7) The building has inadequate facilities for egress in case of fire or panic, or has insufficient stairways, elevators, fire escapes or other means of ingress and egress to and from said building.
- ☐ (8) The building does not provide minimum safeguards to protect or warn occupants in the event of fire.
- ☐ (9) The building contains unsafe equipment, including any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers, or other equipment on the premises, or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property, morals, safety or general welfare of the public or the occupants.
- ☐ (10) The building is so damaged, decayed, dilapidated, structurally unsafe, or is of such faulty construction or unstable foundation that partial or complete collapse is possible.

- X (11) The building has parts thereof which are so attached that they may fall and damage property or injure the public or the occupants.
- ☐ (12) The building, or any portion thereof, is clearly unsafe for its use or occupancy.
- X (13) The building is neglected, damaged, dilapidated, unsecured, or abandoned so as to become an attractive nuisance to children who might play in or on the building, structure, part of building or structure, party wall, or foundation to their danger, has become a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building, structure, part of building or structure, party wall, or foundation for committing a nuisance or an unlawful act.
- ☐ (14) The building has any portion remaining on a site after the demolition or destruction of the same or whenever the building, structure, part of building or structure, party wall, or foundation is abandoned so as to constitute such building, structure, part of building or structure, party wall, or foundation as an attractive nuisance or hazard to the public.
- X (15) The building is, because of its condition, unsafe, unsanitary, or dangerous to the life, health, property, morals, safety, or general welfare of the public or the occupants.

Attached hereto is a report which outlines the findings from said inspection and identifies specific code violations.

The Building Official further finds and determines that the building on the Subject Property is substantially damaged or decayed, or deteriorated from its original value or structure (not including the value of the land). The Building Official further finds and determines that the building on the Subject Property cannot be reasonably repaired so that it will no longer exist in violation of the terms of Ordinance No. 116-15 governing unsafe structures and dangerous buildings. The Building Official further finds that the building on the Subject Property is a fire hazard existing in violation of the terms of Ordinance No. 116-15, governing unsafe structures and dangerous buildings. The Building Official further finds that the building on the Subject Property is unsafe to the extent that it is a public nuisance.

NOTICE is hereby given to remedy the unsafe or dangerous condition by demolition of the building on the Subject Property within forty-five (45) days of this Notice to the Building Official's satisfaction. In the event that the owner does not comply within the time specified herein to the Building Official's satisfaction, the demolition shall be accomplished by the City

and the cost thereof assessed against the Subject Property and such cost shall constitute a lien against the Subject Property.

The Building Official finds that the building on the Subject Property is in such condition as to make it dangerous to the life, health, property, morals, safety or general welfare of the public or the occupants. Therefore, the undersigned Building Official orders that the building on the Subject Property shall be and remain vacant until demolished.

Notice is hereby given that the City Council of the City of Opelika, Alabama, will hold a public hearing on Tuesday, October 15, 2019, at 7:00 p.m. in the City Council Chambers of the municipal building, 204 South 7th Street, Opelika, Lee County, Alabama, to discuss the findings of the Building Official. At that time, the City Council will consider the adoption of a resolution ordering the demolition of the building located on the Subject Property. At the public hearing, the City Council will receive any objections to the finding by the Building Official that the building or structure is unsafe to the extent of becoming a public nuisance. A written request for a public hearing is not necessary. At the public hearing, the City Council shall also receive any written objections to the findings by the Building Official. Any such written objection must be submitted to the City Clerk prior to the meeting of the City Council. All interested persons are invited to appear before the City Council in person or through his or her representative to show cause, if any, why his or her objection to the demolition of the building or structure should be sustained. No action shall be taken on the finding of the Building Official until determination is made thereon by the City Council. Upon the holding of the hearing, the City Council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance. If it is determined by the City Council that the building or structure is unsafe to the extent that it is a public nuisance, the City Council shall order the demolition of the building or structure at the expense of the City and assess the expenses of the demolition against the land on which the building or structure stands or to which it is attached. Any person aggrieved by the decision of the City Council may, within ten (10) days thereafter, appeal to the Circuit Court of Lee County, Alabama, upon the filing with the Clerk of the Circuit Court of Lee County, Alabama, notice of appeal and bond for security of costs in the form and amount to be approved by the Circuit Court. For further particulars, see Ordinance No. 116-15 and Section 5-227 of the *Code of Ordinances*. Anyone interested in the status of these proceedings may inquire with the Opelika City Clerk at 334-705-5110 or in person at the City Clerk's office located on the second floor of City Hall, 204 South 7th Street, Opelika, Alabama.

You will further take note that:

(1) It is unlawful for any person, or for any agent, servant or employee of such person, to obstruct or interfere with the Building Official in carrying out the purposes of Ordinance No. 116-15.

(2) It is unlawful for any person, or for any agent, servant or employee of such person, to mutilate, destroy, or tamper with this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy".

(3) It is unlawful for any person, or for any agent, servant or employee of such person, to enter, access or be upon any building that the Building Official has ordered to be vacated pursuant to this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy".

(4) It is unlawful for any person who has received this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy" to sell, transfer, mortgage, lease, encumber or otherwise dispose of the building on the Subject Property to another until such person shall first furnish the grantee, transferee, mortgagee or lessee a true copy of this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy" and shall furnish to the Building Official a signed and notarized statement from the grantee, transferee, mortgagee or lessee acknowledging the receipt of this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy" and fully accepting the responsibility without condition for making the corrections, repairs or demolitions required by this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy".

(5) It is unlawful for any person, owner or occupant of any building to refuse to permit entry into any building, structure or premises, or onto any property by the Building Official or his authorized representative after proper credentials are displayed at a reasonable hour for the purpose of inspection pursuant to Ordinance No. 116-15.

This office seeks and anticipates your cooperation and compliance in this matter. Positive efforts by citizens like yourself help make Opelika a better community.

If there is any other way this office can assist you in resolving this matter, please immediately call David Chapman, the Building Inspector assigned to your case at 334-705-5420.

Thank you in advance for your attention to this Notice and your prompt response.

DATED this the ____ day of August, 2019.

Sincerely,

Jeff Kappelman
Building Official of the City of Opelika, Alabama
700 Fox Trail
Opelika, AL 36801
334-705-5420

NOTICE OF REQUIRED REPAIRS

TO:

Loretta L. Wanat

**11090 Woodruff Road
Fairburn, GA 30213**

Parcel #: 10-03-07-1-002-128.000
Property Address: 509 1st Avenue
Opelika, AL 36801

Date of Notice: August 15, 2019

This is to notify you of the repairs required to satisfy the minimum code requirements for the City of Opelika.

The repairs needed are listed below but not limited to the following:

Exterior:

- Tear off and re-roof entire house and garage. Replace roof boards and rafters as needed.
- Replace all deteriorated fascia boards at house and garage.
- Repair ceilings, walls and floors as needed throughout.
- Cut all grass and weeds on entire property.
- Remove all vegetation that is in contact with the house and garage.
- Cut back all shrubs and trees that are growing next to the structures.

Electrical: Have a licensed electrical contractor install a new electrical service. Install smoke detectors inside each bedroom and outside each bedroom. If any gas appliances exist, then CO detectors need to be installed outside the bedrooms. Install 2 separate 20 amp circuits in the kitchen, 20 amp laundry circuit, 220 V circuit for electric range if gas is not provided. Install 2 exterior outlets at grade. One in front, one in back.

Note: Only the exterior of this building has been inspected. I was not able to enter the building at time of inspection. Therefore, the condition of the walls, floor and floor covering, ceilings must be in good condition.

There must be a central source of heat, a water heater, plumbing fixtures and waste/vent must be in proper working order.

Please contact David Chapman of the Building Inspections Division office at (334) 705-5420 to answer any questions.

Dated this the 15th Day of August, 2019.

Sincerely,

**David R. Chapman
Building Inspector**

COMMENTS - Current Meeting:

Mr. Shuman presented this public hearing to authorize a demolition at said address. President Smith opened the public hearing and asked if there was anyone present that would like to speak for or against said demolition. No one came forward to speak. President Smith closed this public hearing.



Attachment: Photos of 509 1st Avenue (3627 : Public Hearing for Demolition - 509 1st Avenue)





Attachment: Photos of 509 1st Avenue (3627 : Public Hearing for Demolition - 509 1st Avenue)





City Council

204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 3629)

Meeting: 10/15/19 07:00 PM
Department: Building Inspection
Category: Public Hearing
Prepared By: David Chapman
Initiator: Jeff Kappelman
Sponsors:
DOC ID: 3629

Public Hearing for Demolition - 1113 Lake Street

August 16, 2019

TO:

Equity Trust Company
Custodian FBO M. Ryan IRA
P.O. Box 451340
Westlake, OH 44145

Howard Bartlett
d/b/a PM Holdings
134 Catherine Circle
Cartersville, GA 30120

NOTICE OF DANGEROUS BUILDING, FINDING OF PUBLIC NUISANCE AND ORDER TO REMEDY

This notice, finding and order is given pursuant to Ordinance No. 116-15 and Section 5-226 of the *Code of Ordinances* of the City of Opelika, Alabama, informing you that a building located within the City of Opelika, Alabama (the "City") is unsafe to the extent that it is a public nuisance and subject to demolition. According to the real property records of Lee County, Alabama, Equity Trust Company, Custodian FBO M Ryan IRA, purchased the property described in this notice at a tax sale held on May 4, 2016, for payment of 2015 ad valorem taxes subject to the right of redemption of the previous owner, Howard Bartlett. Equity Trust Company, Custodian FBO M Ryan IRA, is the entity last assessing the subject property for state taxes. The building is located on the following described real property, to-wit, which is described hereinafter as the "Subject Property":

Street Address: 1113 Lake Street, Opelika, AL 36801

Legal Description: Lot 1-E, A SUBDIVISION OF LOT 1-A, ZUBER VALLEY SUBDIVISION, SECOND ADDITION, according to and as shown by that certain map or plat thereof of record in Town Plat Book 17, Page 156, in the Office of the Judge of Probate of Lee County, Alabama.

Parcel Identification Number: 43-10-04-18-2-001-046.005

As the Building Official of the City of Opelika, the undersigned inspected the building on the Subject Property on May 17, 2019. Based upon said inspection, the building located on the Subject Property is deemed to be a “dangerous building” within the meaning of Ordinance No. 116-15 because of the following conditions and/or defects:
(Check all that apply)

- ☐ (1) The interior walls or other vertical structure members of the building list, lean or buckle to such an extent that a plumb line passing through the center of gravity falls outside the middle third of its base.
- ☐ (2) Exclusive of foundation, the building shows thirty-three (33) percent or more of damage or deterioration of one (1) or more supporting members or fifty (50) percent of damage or deterioration of the non-supporting enclosing or outside walls or covering.
- ☐ (3) The building has improperly distributed loads upon the floors or roofs, or, in which the same are overloaded or which has insufficient strength to be reasonably safe for the purpose used.
- X (4) The building has been damaged by fire, wind, earthquake, flood, sinkhole, deterioration, neglect, abandonment, vandalism or other cause so as to become dangerous to life, health, property, morals, safety or general welfare of the public or the occupants.
- X (5) The building has become or is so damaged, dilapidated, decayed, unsafe, unsanitary, lacking in maintenance, vermin or rat-infested, containing filth or contamination, lacking proper ventilation, lacking sufficient illumination, or which so utterly fails to provide the amenities essential to decent living that it is unfit for human habitation, or is likely to cause sickness or disease, so as to work injury to the life, health, property, morals, safety or general welfare of the public or the occupants.
- X (6) The building has light, air, heating, cooling and sanitation facilities which are inadequate to protect the life, health, property, morals, safety or general welfare of the public or the occupants.

- ☐ (7) The building has inadequate facilities for egress in case of fire or panic, or has insufficient stairways, elevators, fire escapes or other means of ingress and egress to and from said building.
- ☐ (8) The building does not provide minimum safeguards to protect or warn occupants in the event of fire.
- ☐ (9) The building contains unsafe equipment, including any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers, or other equipment on the premises, or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property, morals, safety or general welfare of the public or the occupants.
- ☐ (10) The building is so damaged, decayed, dilapidated, structurally unsafe, or is of such faulty construction or unstable foundation that partial or complete collapse is possible.
- ☐ (11) The building has parts thereof which are so attached that they may fall and damage property or injure the public or the occupants.
- X (12) The building, or any portion thereof, is clearly unsafe for its use or occupancy.
- X (13) The building is neglected, damaged, dilapidated, unsecured, or abandoned so as to become an attractive nuisance to children who might play in or on the building, structure, part of building or structure, party wall, or foundation to their danger, has become a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building, structure, part of building or structure, party wall, or foundation for committing a nuisance or an unlawful act.
- ☐ (14) The building has any portion remaining on a site after the demolition or destruction of the same or whenever the building, structure, part of building or structure, party wall, or foundation is abandoned so as to constitute such building, structure, part of building or structure, party wall, or foundation as an attractive nuisance or hazard to the public.

- X (15) The building is, because of its condition, unsafe, unsanitary, or dangerous to the life, health, property, morals, safety, or general welfare of the public or the occupants.

Attached hereto is a report which outlines the findings from said inspection and identifies specific code violations.

The Building Official further finds and determines that the building on the Subject Property is substantially damaged or decayed, or deteriorated from its original value or structure (not including the value of the land). The Building Official further finds and determines that the building on the Subject Property cannot be reasonably repaired so that it will no longer exist in violation of the terms of Ordinance No. 116-15 governing unsafe structures and dangerous buildings. The Building Official further finds that the building on the Subject Property is a fire hazard existing in violation of the terms of Ordinance No. 116-15, governing unsafe structures and dangerous buildings. The Building Official further finds that the building on the Subject Property is unsafe to the extent that it is a public nuisance.

NOTICE is hereby given to remedy the unsafe or dangerous condition by demolition of the building on the Subject Property within forty-five (45) days of this Notice to the Building Official's satisfaction. In the event that the owner does not comply within the time specified herein to the Building Official's satisfaction, the demolition shall be accomplished by the City and the cost thereof assessed against the Subject Property and such cost shall constitute a lien against the Subject Property.

The Building Official finds that the building on the Subject Property is in such condition as to make it dangerous to the life, health, property, morals, safety or general welfare of the public or the occupants. Therefore, the undersigned Building Official orders that the building on the Subject Property shall be and remain vacant until demolished.

Notice is hereby given that the City Council of the City of Opelika, Alabama, will hold a public hearing on Tuesday, October 15, 2019, at 7:00 p.m. in the City Council Chambers of the municipal building, 204 South 7th Street, Opelika, Lee County, Alabama, to discuss the findings of the Building Official. At that time, the City Council will consider the adoption of a resolution ordering the demolition of the building located on the Subject Property. At the public hearing, the City Council will receive any objections to the finding by the Building Official that the building or structure is unsafe to the extent of becoming a public nuisance. A written request for a public hearing is not necessary. At the public hearing, the City Council shall also receive any written objections to the findings by the Building Official. Any such written objection must be submitted to the City Clerk prior to the meeting of the City Council. All interested persons are invited to appear before the City Council in person or through his or her representative to show cause, if any, why his or her objection to the demolition of the building or structure should be sustained. No action shall be taken on the finding of the Building Official until determination is made thereon by the City Council. Upon the holding of the hearing, the City Council shall determine whether or not the building or structure is unsafe to the

extent that it is a public nuisance. If it is determined by the City Council that the building or structure is unsafe to the extent that it is a public nuisance, the City Council shall order the demolition of the building or structure at the expense of the City and assess the expenses of the demolition against the land on which the building or structure stands or to which it is attached. Any person aggrieved by the decision of the City Council may, within ten (10) days thereafter, appeal to the Circuit Court of Lee County, Alabama, upon the filing with the Clerk of the Circuit Court of Lee County, Alabama, notice of appeal and bond for security of costs in the form and amount to be approved by the Circuit Court. For further particulars, see Ordinance No. 116-15 and Section 5-227 of the *Code of Ordinances*. Anyone interested in the status of these proceedings may inquire with the Opelika City Clerk at 334-705-5110 or in person at the City Clerk's office located on the second floor of City Hall, 204 South 7th Street, Opelika, Alabama.

You will further take note that:

- (1) It is unlawful for any person, or for any agent, servant or employee of such person, to obstruct or interfere with the Building Official in carrying out the purposes of Ordinance No. 116-15.
- (2) It is unlawful for any person, or for any agent, servant or employee of such person, to mutilate, destroy, or tamper with this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy".
- (3) It is unlawful for any person, or for any agent, servant or employee of such person, to enter, access or be upon any building that the Building Official has ordered to be vacated pursuant to this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy".
- (4) It is unlawful for any person who has received this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy" to sell, transfer, mortgage, lease, encumber or otherwise dispose of the building on the Subject Property to another until such person shall first furnish the grantee, transferee, mortgagee or lessee a true copy of this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy" and shall furnish to the Building Official a signed and notarized statement from the grantee, transferee, mortgagee or lessee acknowledging the receipt of this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy" and fully accepting the responsibility without condition for making the corrections, repairs or demolitions required by this "Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy".
- (5) It is unlawful for any person, owner or occupant of any building to refuse to permit entry into any building, structure or premises, or onto any property by the Building Official or his authorized representative after proper credentials are displayed at a reasonable hour for the purpose of inspection pursuant to Ordinance No. 116-15.

This office seeks and anticipates your cooperation and compliance in this matter. Positive efforts by citizens like yourself help make Opelika a better community.

If there is any other way this office can assist you in resolving this matter, please immediately call David Chapman, the Building Inspector assigned to your case at 334-705-5420.

Thank you in advance for your attention to this Notice and your prompt response.

DATED this the ____ day of August, 2019.

Sincerely,

Jeff Kappelman
Building Official of the City of Opelika, Alabama
700 Fox Trail
Opelika, AL 36801
334-705-5420

NOTICE OF REQUIRED REPAIRS

TO:

**Equity Trust Company
Custodian FBO M. Ryan IRA
P.O. Box 451340
Westlake, OH 44145**

**Howard Bartlett
d/b/a PM Holdings
134 Catherine Circle
Cartersville, GA 30120**

Parcel #:	10-04-18-2-001-046.005
Property Address:	1113 Lake Street Opelika, AL 36801
Date of Notice:	August 16, 2019

This is to notify you of the repairs required to satisfy the minimum code requirements for the City of Opelika.

The repairs needed are listed below but not limited to the following:

Exterior:

- **Secure building to piers**
- **Replace all rotted out plywood/OSB.**
- **Install housewrap where missing.**
- **Install siding where missing.**
- **Install a landing and stairway to side entrance to conform to 2015 ICC International Residential Code.**
- **Replaced all dilapidated wood throughout.**
- **Replace the rusted out metal roof.**
- **Replace all shingles and roof boards as needed.**
- **Remove dilapidated shed at back of property.**
- **Remove all debris from property.**
- **Cut all grass and weeds on entire property.**

Electrical: Have a licensed electrical contractor make necessary corrections to the existing electrical service. Install smoke detectors inside each bedroom and outside each bedroom. If any gas appliances exist, then CO detectors need to be installed outside the bedrooms. Install 2 separate 20 amp circuits in the kitchen, 20 amp laundry circuit, 220 V circuit for electric range if gas is not provided. Install 2 exterior outlets at grade. One in front, one in back.

Note: Only the exterior of this building has been inspected. I was not able to enter the building at time of inspection. Therefore, the condition of the walls, floor and floor covering, ceilings must be in good condition.

There must be a central source of heat, a water heater, plumbing fixtures and waste/vent must be in proper working order.

Smoke detectors need to be installed inside all bedrooms and outside the bedrooms.

Please contact David Chapman of the Building Inspections Division office at (334) 705-5420 to answer any questions.

Dated this the 16th Day of August, 2019.

Sincerely,

David R. Chapman
Building Inspector

COMMENTS - Current Meeting:

Mr. Shuman presented this public hearing to authorize a demolition at said address. President Smith opened the public hearing and asked if there was anyone present that would like to speak for or against said demolition. No one came forward to speak. President Smith closed this public hearing.





Attachment: Photos of 1113 Lake Street (3629 : Public Hearing for Demolition - 1113 Lake Street)



Attachment: Photos of 1113 Lake Street (3629 : Public Hearing for Demolition - 1113 Lake Street)



Attachment: Photos of 1113 Lake Street (3629 : Public Hearing for Demolition - 1113 Lake Street)





City Council

204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 3714)

Meeting: 10/15/19 07:00 PM

Department: Planning

Category: Vacate Property

Prepared By: Marty Ogren

Initiator: Charles Mosley

Sponsors:

DOC ID: 3714

Vacate Right-Of-Way - North Portion of Waverly Parkway

The Petitioner (Darcy Gibbs) is requesting the vacation of the north portion of the Waverly Parkway right of way that fronts along the petitioner's property. The petitioner's property and single-family home is on 4.2 acres; the proposed right-of-way to vacate is 1.06 acres. The petitioner has been maintaining the one-acre right-of-way. This right-of-way portion was part of the former Waverly Parkway route that intersected with Highway 280 about ¼ mile north of the petitioner's property. When Waverly Parkway was reconstructed, the ¼ mile section of Waverly Parkway was closed and no longer used. The right-of-way to vacate is excessive and there are no plans to develop the right-of-way. At the August 27th meeting, the Planning Commission voted 4 to 0 (and one abstain) to send a positive recommendation to City Council to vacate the north portion of the Waverly Parkway right-of-way. At the September 3rd CC WS meeting, the CC approved a public hearing for the vacation request.

COMMENTS - Current Meeting:

Mr. Shuman presented this public hearing to vacate a portion of Right-of-Way on Waverly Parkway. President Smith opened the public hearing and asked if there was anyone present that would like to speak for or against said vacating of Right-of-Way. No one came forward to speak. President Smith closed this public hearing.

City of Opelika Planning Commission Report

Action Requested: Vacation of Right-of-Way, north portion of Waverly Parkway

Adjacent Property Owner Darcy Gibbs

Location of Property: 3980 Waverly Parkway

Adjacent Land Use: Single Family Home

Current Zoning: R-2

Surrounding Zoning Districts

And Land Uses:	North	R-2	Single family home
	South	R-5	Vacant
	East	R-1	Vacant
	West	R-2	Vacant

Proposal:

The applicant is petitioning the City to vacate a north portion of Waverly Parkway right-of-way that fronts along the petitioner's property at 3980 Waverly Parkway. The petitioner's property and single-family home is on 4.2 acres. The right-of-way portion to be vacated is 1.06 acres. The petitioner has been maintaining the one-acre right-of-way since he purchased his property.

The entire right-of-way across Waverly Parkway adjacent to the petitioner's property is 180 feet wide; the width portion to be to vacated is 50 feet or wider; the length is about 550 feet (see survey of right-of-way attached). This right-of-way portion of Waverly Parkway was part of the former Waverly Parkway route that intersected with Highway 280 about ¼ mile north of the petitioner's property. When U.S. Highway 280 (Birmingham Highway) was improved and reconstructed, Waverly Parkway's intersection with Highway 280 was relocated at its current location near the petitioner's property. Years ago, the property owner adjacent to the petitioner's property requested a similar vacation of right-of-way. At that time, ALDOT maintained this portion of Waverly Parkway; ALDOT administered and approved the property owner's request. The City now maintains the right-of-way.

The right-of-way in front of the petitioner's property is excessive and there are no plans to further develop the right-of-way. The width of Waverly Parkway's right-of-way from the petitioner's property to Fitzpatrick Avenue is 80 feet for the most part.

Staff recommends the Planning Commission send a positive recommendation to City Council to approve the vacation of a portion of right-of-way on Waverly Parkway as shown on the survey provided by the petitioner.

At the August 27th meeting, the Planning Commission voted 4 to 0 (one abstain) to send a positive recommendation to City Council to vacate the right-of-way on Waverly Parkway as shown on the survey attached.

PROPOSED ALDOT R.O.W. ACQUISITION MAP FOR
DARCY GIBBS
SECTION 9, TOWNSHIP 19 NORTH, RANGE 26 EAST
LEE COUNTY, ALABAMA

STATE OF ALABAMA
LEE COUNTY

A parcel of land lying in Section 9, Township 19 North, Range 26 East, Lee County, Alabama and being more particularly described as follows: Commencing at the intersection of the East line of Section 9, Township 19 North, Range 26 East and the Northerly right of way of Waverly Parkway; thence along said Northerly right of way of Waverly Parkway following a curve concave to the North having a radius of 7655.26 feet (chord bears South 83°39'22" West 86.88 feet); thence Southwesterly along said curve an arc distance of 86.88 feet to a found 1/2 inch rebar with cap (WALKER) and the POINT OF BEGINNING of parcel herein described; thence continuing along said right of way the following courses: South 83°18'35" West 119.46 feet to the beginning of a curve concave to the Southeast having a radius of 1536.40 feet (chord bears South 73°45'09" West 430.96 feet); thence Southwesterly along said curve an arc distance of 432.39 feet to a point; thence leaving said right of way North 24°18'35" West 185.64 feet to a point located in the centerline of Pepperrell Branch; thence leaving said centerline following a curve concave to the North having a radius of 791.35 feet (chord bears South 86°09'10" East 284.56 feet); thence Easterly along said curve an arc distance of 286.12 feet to a point; thence North 83°54'22" East 321.43 feet to a found 1/2 inch rebar with cap (WALKER); thence South 06°04'17" East 50.00 feet to the POINT OF BEGINNING. Containing 1.061 acres, more or less.

NOTES:

1. The South line of Parcel B-1, West Waverly Parkway Subdivision as recorded in Plat Book 36, Page 78 in the Office of the Judge of Probate of Lee County, Alabama was used as the Basis of Bearings for this survey.
2. SUBJECT TO: All rights of way, easements, and restrictions which exist as a matter of record or exist de facto.
3. Sanitary sewer easement shown hereon is 20 feet wide per City of Opelika Public Works Department.
4. Reference ALDOT right of way maps used: S-744 (1961) Division 3; NHF-118 (7) (1996) Region 4.

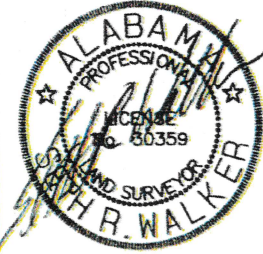


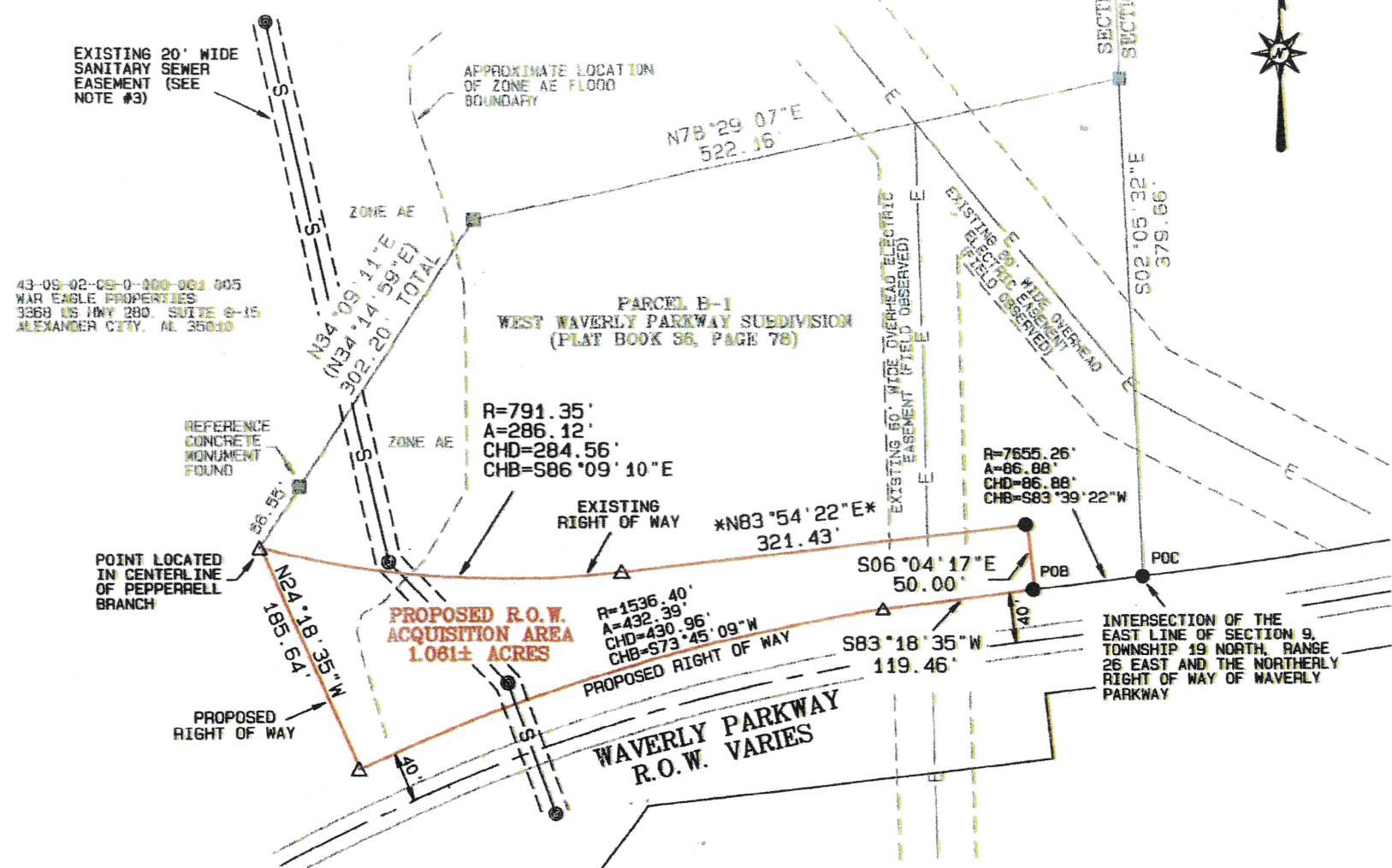
WALKER LAND SURVEYING, LLC
504 GWYNES WAY
OPELIKA, AL 36804
Phone (334) 559-5229 Fax 1-888-744-1863
Email: walkerlandsurveying@gmail.com

Sheet Title:
**PROPOSED ALDOT R.O.W. ACQUISITION
MAP FOR DARCY GIBBS**

Drawn By: **SRW** Scale: **1"=100'** File Name: **14-146 ALDOT.pro** Date: **10/3/14**

Seth R. Walker
PLS No. 30359
CA-970-LS

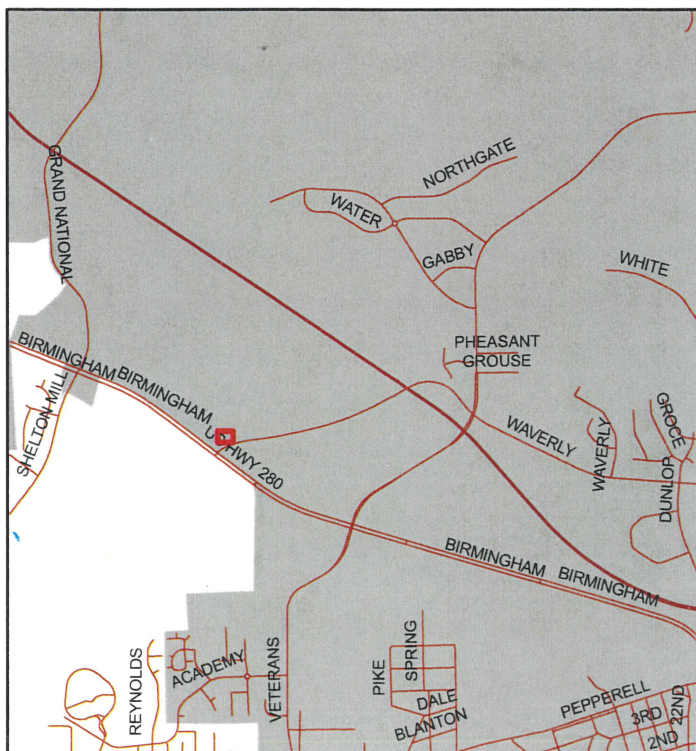
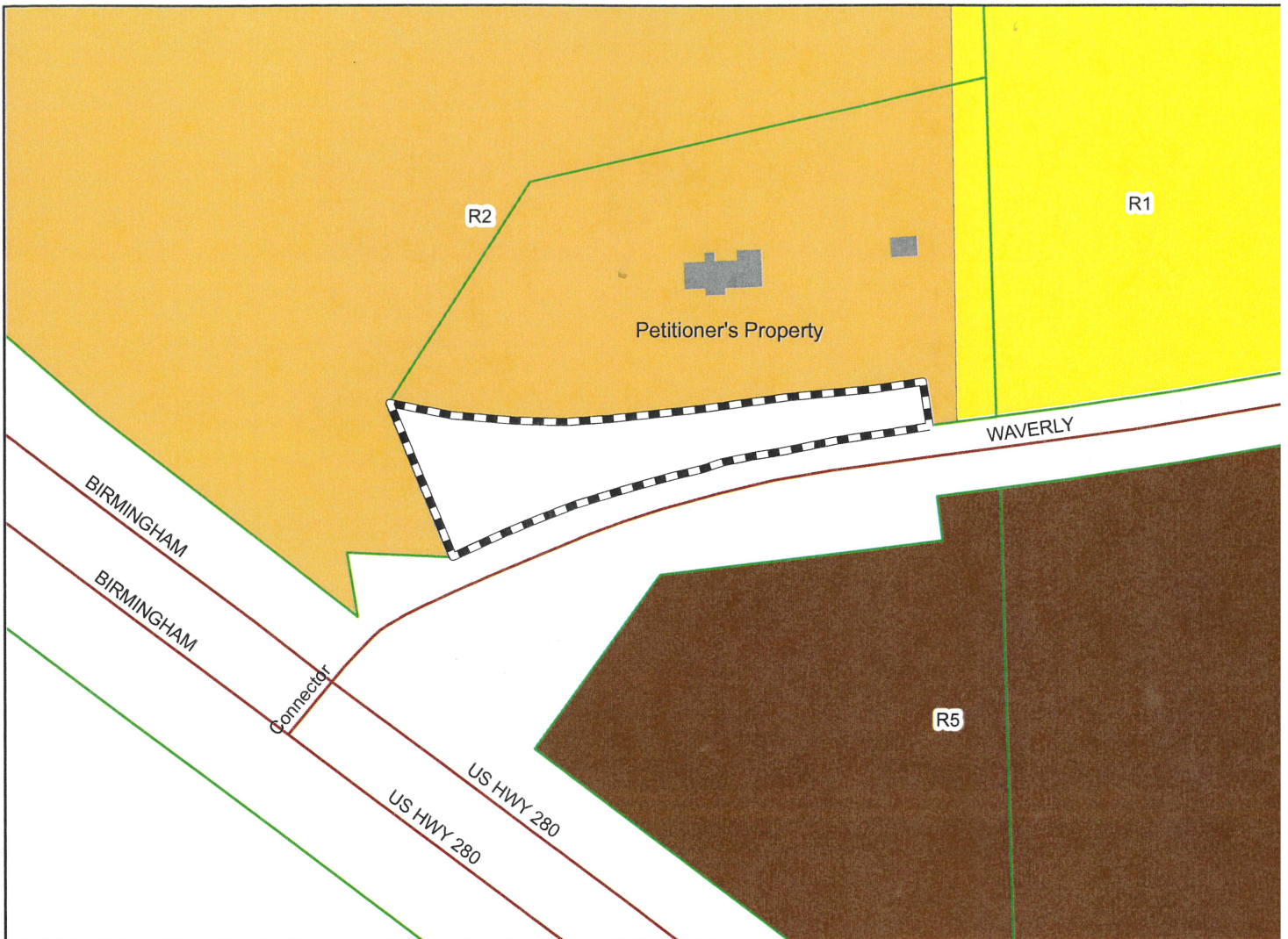




CERTIFICATE OF SURVEYOR: I, Seth R. Walker, a Registered Professional Land Surveyor of the State of Alabama do hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief. This survey is for the exclusive use of the above named party and is valid 90 days from date of signature and may not be used by others or reproduced without written consent. Only signed and sealed copies are valid.

- LEGEND**
- 1/2" REBAR WITH CAP FOUND (WALKER)
 - CONCRETE MONUMENT FOUND
 - EXISTING SANITARY SEWER MANHOLE (TYP.)
 - △ CALCULATED POINT
 - R RADIUS
 - A ARC DISTANCE
 - CHD CHORD DISTANCE
 - CHB CHORD BEARING
 - POC POINT OF COMMENCEMENT
 - POB POINT OF BEGINNING
 - ROW RIGHT OF WAY
 - E- OVERHEAD ELECTRIC LINES
 - * BASIS OF BEARINGS FROM REFERENCE PLAT
 - () INFORMATION FROM REFERENCE PLAT

**PETITION TO VACATE PORTION OF WAVERLY PARKWAY
3980 WAVERLY PARKWAY
VACATION OF RIGHT-OF-WAY**

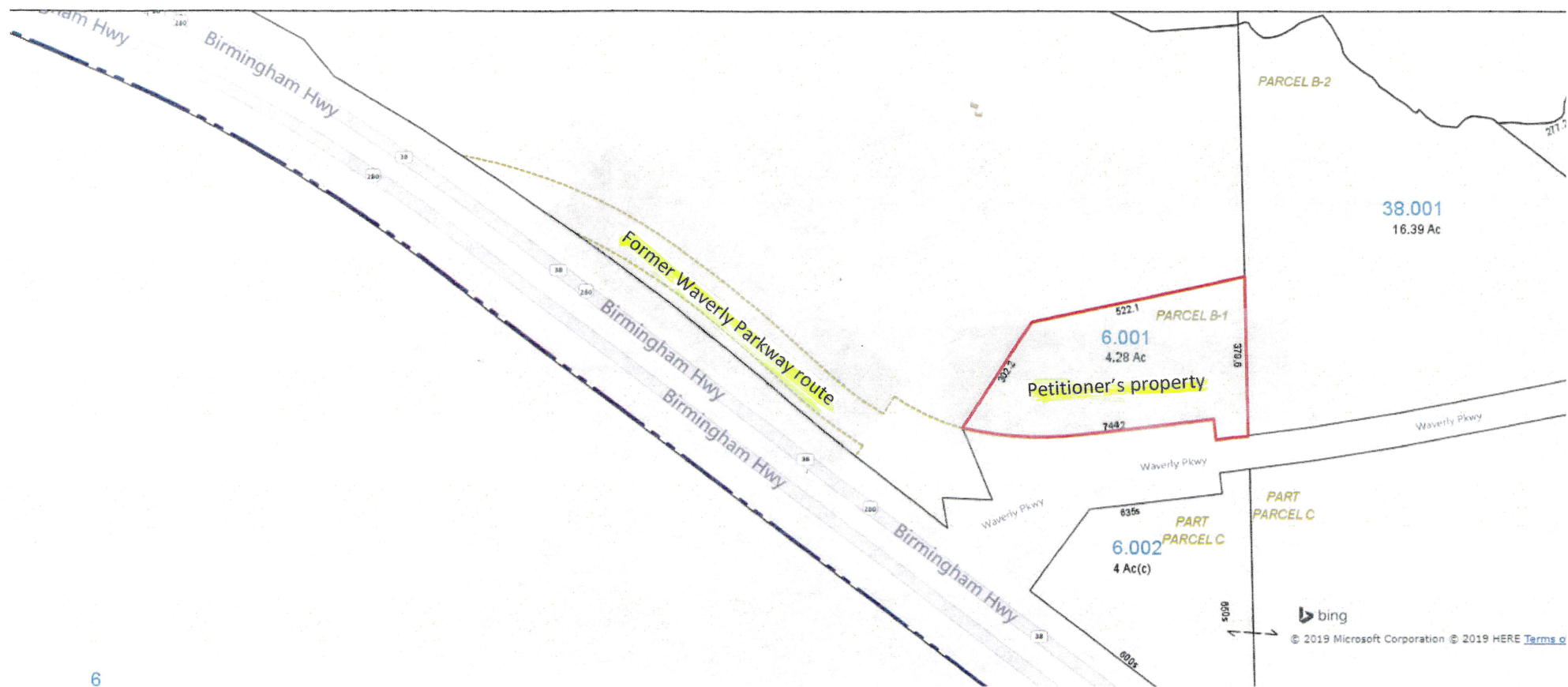


The applicant is requesting to vacate a 1.06 ac portion of Waverly Parkway. The subject property near Highway 280 West.



Subject Property

The City of Opelika does not guarantee this map to be free from errors or inaccuracies. The City of Opelika, Alabama disclaims any responsibility or liability for interpretations from this map or decisions based thereon. The information contained on this map is a general representation only and is not to be used ~~without~~



NOTICE OF PUBLIC HEARING
OPELIKA CITY COUNCIL
October 16, 2019 7:00 P.M.

NOTICE IS HEREBY GIVEN in accordance with §23-4-2, *Code of Alabama*, 1975, that the City Council of the City of Opelika will conduct a Public Hearing during the regularly scheduled City Council meeting on Tuesday, October 15, 2019, beginning at 7:00 p.m. in the Opelika City Council Chambers of the Municipal Building, 204 S. 7th Street, Opelika, Lee County, Alabama, to receive the benefit of public input concerning a proposal to vacate a portion of the northerly right-of-way of Waverly Parkway. All persons interested in the proposed vacation are invited to appear at the public hearing and express their views. Written statements or objections may be submitted to the City Clerk prior to the time of the hearing.

The portion of the right-of-way of Waverly Parkway proposed to be vacated is more particularly described as follows:

A parcel of land lying in Section 9, Township 19 North, Range 26 East, Lee County, Alabama, and being more particularly described as follows:
Commencing at the intersection of the East and the Northerly right-of-way of Waverly Parkway following a curve concave to the North having a radius of 7655.26 (chord bears South 83°39'22" West 86.88 feet); thence Southwesterly along said curve an arc distance of 86.88 feet to a found ½ inch rebar with cap (WALKER) and the POINT OF BEGINNING of parcel herein described; thence continuing along said right-of-way the following courses: South 83°18'35" West 119.46 feet to the beginning of a curve concave to the Southeast having a radius of 1536.40 feet (chord bears South 73°45'09" West 430.96 feet); thence Southwesterly along said curve an arc distance of 432.39' to a point; thence leaving said right-of-way North 24°18'35" West 185.64 feet to a point located in the centerline of Pepperell Branch; thence leaving said centerline following a curve concave to the North having a radius of 791.35 feet (chord bears South 86°09'10" East 284.56 feet); thence Easterly along said curve an arc distance of 286.12 feet to a point; thence North 83°54'22" East 321.43 feet to a found ½ inch rebar with cap (WALKER); thence South 06°04'17" East 50.00 feet to the POINT OF BEGINNING. Containing 1.061 acres, more or less.

Being further described according to and as shown by that certain survey or drawing prepared by Seth R. Walker, Registered Surveyor, attached hereto and marked Exhibit "A".

A copy of the Petition to Vacate and the proposed resolution approving the vacation will be available upon request at the office of the City Clerk, 2nd Floor of City Hall, 204 South 7th Street, Opelika, Alabama.

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 a disability.

DATED this the ____ day of _____, 2019.

ROBERT G. SHUMAN, CITY CLERK

TO: PUBLISHER
 {Name of Newspaper}
 {Address}
 Opelika, Alabama 36801

Please publish the foregoing Notice once a week for four (4) consecutive weeks in the [Name of Newspaper].

ROBERT G. SHUMAN, CITY CLERK



City Council
204 South 7Th Street
Opelika, AL

ADOPTED

BIDS 313-19

Meeting: 10/15/19 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Lillie Finley
Sponsors:
DOC ID: 3775

Emergency Debris Removal - PW

RESOLUTION NO. _____

A RESOLUTION AWARDDING CONTRACT TO D & J ENTERPRISES, INC., FOR EMERGENCY DEBRIS REMOVAL

WHEREAS, the City of Opelika, Alabama (the “City”) has heretofore solicited proposals for emergency debris removal (RFP #19025) in accordance with specifications on file in the office of the Purchasing-Revenue Manager; and

WHEREAS, on September 4, 2019, proposals were received, duly opened and read aloud; and

WHEREAS, proposals were received from four (4) vendors, to-wit:

- (1) Ceres Environmental Services, Inc.
- (2) D & J Enterprises, Inc.
- (3) DRC Emergency Services
- (4) TFR Enterprises, Inc.; and

WHEREAS, all proposals were evaluated by the Director of Public Works in accordance with factors and criteria contained in the bid specifications to determine the lowest responsible bidder meeting specifications; and

WHEREAS, the Director of Public Works has recommended that the contract for emergency debris removal (RFP #19025) be awarded to D & J Enterprises on its low and responsive bid.

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

1. That the Contract for Debris Management Services (RFP #19025) be and the same is awarded to D & J Enterprises, Inc., on its proposal.

2. All compensation to be paid to D&J Enterprises, Inc., shall come from the Unassigned Fund Balance, and the Controller is hereby authorized and directed to make all necessary and appropriate budget adjustments and accounting entries to implement the provisions of this Resolution.

3. That the Mayor is hereby authorized and directed to execute and deliver the Contract for Debris Management Services, a copy of which is on file in the Office of the Purchasing-Revenue Manager, in the name and on behalf of the City and such ancillary documents as may be necessary or appropriate to carry into effect the purpose and intent of this Resolution. The City Clerk is hereby authorized and directed to attest said contract and to affix the seal of the City thereto.

4. 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.

5. That this Resolution shall take effect immediately 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

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

FACT SHEET

SUBJECT: Sealed Bid – Bid #19025 – We are asking the Council to approve a contract for Emergency Debris Removal

FACTS:

- Bid opening date – 9/4/19
- User Department – Public Works
- The bid was mailed to 10 vendors
- 4 bids were received
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend the contract be awarded to D & J Enterprises, Inc. on their low bid meeting specifications on an as needed basis.**

BID# 19025 DATE: 9/4/19 DEPT: PUBLIC WORKS							10 VENDORS INVITED	
DESCRIPTION: EMERGENCY DEBRIS REMOVAL							4 BIDS RECEIVED	
	Ceres Environmental				DRC Emergency			
	Services		D & J Enterprises, Inc.		Services		TFR Enterprises, Inc.	
	UNIT	EXTENDED	UNIT	EXTENDED	UNIT	EXTENDED	UNIT	EXTENDED
ITEM 001 A	\$ 8.98	\$ 4,490,000.00	\$ 7.05	\$ 3,525,000.00	\$ 7.25	\$ 3,625,000.00	\$ 5.00	\$ 2,500,000.00
ITEM 001 B	\$ 9.48	\$ 1,422,000.00	\$ 7.05	\$ 1,057,500.00	\$ 7.95	\$ 1,192,500.00	\$ 6.00	\$ 900,000.00
ITEM 002	\$ 68.98	\$17,245,000.00	\$ 88.00	\$22,000,000.00	\$ 68.95	\$17,237,500.00	\$ 7.00	\$ 1,750,000.00
ITEM 003	\$ 4.74	\$ 1,540,500.00	\$ 7.25	\$ 2,356,250.00	\$ 3.70	\$ 1,202,500.00	\$ 1.50	\$ 487,500.00
ITEM 004	\$ 5.74	\$ 1,865,500.00	\$ 6.25	\$ 2,031,250.00	\$ 4.20	\$ 1,365,000.00	\$ 2.00	\$ 650,000.00
ITEM 005 A	\$ 495.00	\$ 49,500.00	\$195.00	\$ 19,500.00	\$ 150.00	\$ 15,000.00	\$ 190.00	\$ 19,000.00
ITEM 005 B	\$ 695.00	\$ 34,750.00	\$225.00	\$ 11,250.00	\$ 250.00	\$ 12,500.00	\$ 290.00	\$ 14,500.00
ITEM 005 C	\$ 998.00	\$ 24,950.00	\$325.00	\$ 8,125.00	\$ 350.00	\$ 8,750.00	\$ 390.00	\$ 9,750.00
ITEM 006 A	\$ 100.00	\$ 30,000.00	\$ 65.00	\$ 1,950.00	\$ 45.00	\$ 13,500.00	\$ 165.00	\$ 49,500.00
ITEM 006 B	\$ 300.00		\$ 95.00		\$ 115.00	\$ 115.00	\$ 265.00	\$ 265.00
ITEM 006 C	\$ 500.00		\$195.00		\$ 165.00	\$ 165.00	\$ 375.00	\$ 375.00
ITEM 006 D	\$ 750.00		\$245.00		\$ 255.00	\$ 255.00	\$ 475.00	\$ 475.00
ITEM 006 E	\$ 990.00		\$325.00		\$ 375.00	\$ 375.00	\$ 575.00	\$ 575.00
ITEM 007	\$ 98.00		\$125.00		\$ 85.00	\$ 85.00	\$ 110.00	\$ 110.00
ITEM 008	\$ 50.00		\$ 40.00		\$ 45.00	\$ 45.00	\$ 50.00	\$ 50.00
ITEM 009	\$ 40.00		\$ 45.00		\$ 45.00	\$ 45.00	\$ 25.00	\$ 25.00
ITEM 010	\$ 2.00		\$ 5.00		\$ 0.90	\$ 0.90	\$ 9.50	\$ 9.50
ITEM 011	\$ 49.00		\$ 15.00		\$ 20.00	\$ 20.00	\$ 5.00	\$ 5.00
ITEM 012	\$ 7.00		\$ 27.00		\$ 7.95	\$ 7.95	\$ 2.00	\$ 2.00
ITEM 013	\$ 69.00		\$ 21.50		\$ 45.00	\$ 45.00	\$ 36.00	\$ 36.00
ITEM 014	\$ 17.00		\$ 12.00		\$ 9.00	\$ 9.00	\$ 27.00	\$ 27.00
ITEM 015 A	\$ 125.00		\$125.00		\$ 200.00	\$ 200.00	\$ 175.00	\$ 175.00
ITEM 015 B	\$ 150.00		\$145.00		\$ 300.00	\$ 300.00	\$ 225.00	\$ 225.00
ITEM 016	\$ 49.00		\$ 85.00		\$ 75.00	\$ 75.00	\$ 50.00	\$ 50.00
ITEM 017	\$ 89.00		\$125.00		\$ 95.00	\$ 95.00	\$ 200.00	\$ 200.00
ITEM 018	\$ 10.00		\$ 27.00		\$ 9.95	\$ 9.95	\$ 1.00	\$ 1.00

Attachment: 10-15-19 - Resolution awarding contract for Emergency Debris Removal to D & J Enterprises

RESOLUTION NO. 314-19

Resolution honoring J. Miles Thomas.



From the Governing Body of
Opelika, Alabama

Resolution



WHEREAS, J. Miles Thomas was born in Freeport, FL on October 24, 1930 to the Reverend A. G. Thomas and Katie Spikes Thomas and passed away on October 6, 2019 at the age of 88; and,

WHEREAS, after serving in the Army Miles Thomas entered pharmacy school at Auburn Polytechnic Institute in 1952 and graduated in 1955. Miles also married the love of his life, Margaret Ring Thomas that year; and

WHEREAS, Miles Thomas moved to Opelika in 1957 and establish Thomas Pharmacy which he ran till 1997 when he sold his business to Roger Burnette and is still operating; and,

WHEREAS, Miles was very active in the profession of pharmacy serving as the President of the Alabama State Board of Pharmacy, President of the Alabama Pharmacy Association and served on the Advisory Board of Auburn University School of Pharmacy; and,

WHEREAS, one of Miles's proudest moments was in 2016, when he was honored with induction into the Alabama Pharmacy Hall of Fame.

WHEREAS, Miles was also very active in the Opelika community, serving on the Park & Recreation Board from 1963 to 1981. He was elected to the Opelika City Commission in 1981, serving as Mayor from 1983-84. In 1986 Miles was elected as the first Ward 3 City Councilman and was elected President of the City Council serving till 1996.

WHEREAS, Miles Thomas loved his family and church and the City of Opelika with all his heart and enjoyed fishing and golf as his primary hobbies.

NOW, THEREFORE, BE IT RESOLVED, that Mayor Gary Fuller and the City Council recognize with great admiration and appreciation the achievements and contributions of J. Miles Thomas and extend their condolences to his family and friends.

ADOPTED and APPROVED this the 15th day of October 2019.

Gary Fuller
Mayor, City of Opelika

C. E. "Eddie" Smith, Jr., President
City Council - Ward 4

Patricia A. Jones, President Pro-Tem
City Council - Ward 1

Tiffany Gibson-Pitts
City Council - Ward 2

Dozier Smith T
City Council - Ward 3

David Canon
City Council - Ward 5

Attest:

R. G. Shuman, CMC
City Clerk - Treasurer

RESOLUTION NO. 315-19

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
-----	-----	-----
Lori Huguley	Economic Dev.	615.50
Lori Huguley	Economic Dev.	64.31

-) 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

10/2/2019

NAME

Name Lori Huguley

DEPARTMENT

Department Econ Dev

[illegible]

WEEKLY TOTAL EXPENSES

[illegible]

NUMBER OF DAYS AWAY FROM HOME

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS 0 Days

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS 0%

NATURE OR PURPOSE OF TRAVEL

Economic Development Trip

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM MY ADVANCE☒ MAIL TO

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

[illegible]

SIGNATURE

~~APPROVED BY~~

EXPENSE REPORT

NAME

Name Lori Huguley

DEPARTMENT

Department Econ Dev

PERIOD ENDING

10/9/2010

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	Itemize Below	LUNCH	DINNER			
9/13/2019	Nashville, TN							3.27				3.27
9/11/2019	Dallas, TX				43.31							43.31
9/11/2019	Dallas, TX				17.73							17.73
		</										

WEEKLY TOTAL EXPENSES

[illegible]

NUMBER OF DAYS AWAY FROM HOME

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS 0 Days

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS 0%

NATURE OR PURPOSE OF TRAVEL

Economic Development Trip Dallas & Nashville

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM MY ADVANCE☒ MAIL: TO

ITEMIZED AUTOMOBILE EXPENSES

[illegible]

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT
	D8	

STC(9) 1740000

APPROVED BY

RESOLUTION NO. 316-19

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.	Watchguard In-car camera DVR	87002846
2.	1	Ea.	Watchguard In-car camera DVR	87002850
3.	1	Ea.	Watchguard In-car camera DVR	87003007
4.	1	Ea.	Watchguard In-car camera DVR	87002711
5.	1	Ea.	Watchguard In-car camera DVR	87002841
6.	1	Ea.	Watchguard In-car camera DVR	87002842
7.	1	Ea.	Watchguard In-car camera DVR	87002847
8.	1	Ea.	Motorola Analog Base Station	87002075
9.	1	Ea.	Watson Desk	87002958
10.	1	Ea.	Watson Desk	87002959
11.	1	Ea.	Police Department Security System	99002292
12.	1	Ea.	Police Department Building Addition	99000960
13.	1	Ea.	Police Department Building 2-Story	99000191

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. 317-19

Purchase - One (1) 2020 Chevrolet Tahoe - State Contract - PD**RESOLUTION NO.** _____

WHEREAS, the Planning Department desires to purchase one (1) 2020 Chevrolet Tahoe with certain options utilizing the State of Alabama Contract #T191L; and

WHEREAS, Donohoo Chevrolet is the State Contract Vendor for the 2020 Chevrolet Tahoe; and

WHEREAS, this is a budgeted purchase;

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

1. That the purchase be awarded to Donohoo Chevrolet utilizing the State of Alabama Contract.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Donohoo Chevrolet in the total amount of \$34,429.90.
3. That the Controller be authorized to adjust the budget as necessary for this purchase.
4. That the Mayor is hereby authorized to sign all documents pertaining to this purchase.

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

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

ATTEST:

Robert G. Shuman, CMC
City Clerk - Treasurer



Donohoo Chevrolet

Chad Johnson | 256-845-3525 | cjohnson@donohoochevrolet.com

2020 Tahoe SSV Stock Unit

[Fleet] 2020 Chevrolet Tahoe (CK15706) 4WD 4dr (13) Selected Model and Options

MODEL

CODE	MODEL	Invoice
CK15706	2020 Chevrolet Tahoe 4WD 4dr Commercial	

COLORS

CODE	DESCRIPTION	Invoice
GAZ	Summit White	\$0.00

OPTIONS

CODE	DESCRIPTION	Invoice
—	Safety belts, 3-point, driver and front passenger in all seating positions (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
—	Capless fuel fill (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)	Inc.
—	Recovery hooks, standard removed	Inc.
—	Door handles, body-color (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)	Inc.

Attachment: 10-15-19 - ONE (1) CHEVROLET TAHOE - STATE CONTRACT T191L - CNCL PKT (317-19 : Purchase - One (1) 2020 Chevrolet Tahoe



Donohoo Chevrolet

Chad Johnson | 256-845-3525 | cjohnson@donohoochevrolet.com

[Fleet] 2020 Chevrolet Tahoe (CK15706) 4WD 4dr (13)

OPTIONS

CODE	DESCRIPTION	Invoice
—	Instrumentation, analog with certified 150 mph speedometer (PPV), 140 mph speedometer (Special Service), odometer with trip odometer, engine hour meter, fuel level, voltmeter, engine temperature, oil pressure and tachometer (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)	Inc.
—	Key, 2-sided (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)	Inc.
—	Luggage rack, delete (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)	Inc.
—	Exterior ornamentation delete (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)	Inc.
—	Power outlets, 4 auxiliary, 12-volt includes 1 on the instrument panel, 1 in armrest, and 2 in the cargo area (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
—	Power supply, 100-amp, auxiliary battery, rear electrical center (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)	Inc.
—	Power supply, 50-amp, power supply, auxiliary battery passenger compartment wiring harness (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)	Inc.
—	Power supply, 120-amp, (4) 30-amp circuit, Primary battery relay controlled, passenger compartment harness wiring (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)	Inc.
—	Theft-deterrent system, vehicle, PASS-Key III (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)	Inc.
1FL	Commercial Preferred Equipment Group Includes Standard Equipment	\$0.00

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Data Version: 6435. Data Updated: Aug 29, 2018 9:30:00 PM PDT.



Donohoo Chevrolet

Chad Johnson | 256-845-3525 | cjohnson@donohoochevrolet.com

[Fleet] 2020 Chevrolet Tahoe (CK15706) 4WD 4dr (13)

OPTIONS

CODE	DESCRIPTION	Invoice
5W4	Identifier for Special Service vehicle includes, (K47) high-capacity air cleaner, (KW7) 170 amps high output alternator, (K4B) 730 cold-cranking amp auxiliary battery, electrical power and vehicle signals for customer connection located at the center front floor, auxiliary battery circuit for customer connection located in the rear cargo area, (NZZ) underbody shield, delete roof rails, (ATD) third row seat delete and (NQH) active 2-speed transfer case. *CREDIT*	Inc.
A95	Seating, front bucket with Premium Cloth passenger seat includes power fore/aft, power recline and Power lumbar, 10-way power driver seat includes 6-way power cushion, 2-way power lumbar control and power recline (Includes (AYQ) frontal and side-impact for driver and front passenger airbags and (D07) front center console. With (9C1) Police Vehicle or (5W4) Special Service Vehicle includes Cloth seats.)	\$227.50
ATD	Seat delete, third row passenger (Deletes rear storage compartment and (AP9) rear cargo net. Included with (9C1) Police Vehicle or (5W4) Special Service Vehicle.) *CREDIT*	Inc.
AYQ	Airbags, frontal and side-impact for driver and front passenger driver inboard seat-mounted side-impact and head-curtain for all rows in outboard seating positions (Included and only available with (A95) front bucket seats.	Inc.
B30	Floor covering, color-keyed carpeting	\$172.90
B58	Floor mats, color-keyed carpeted first and second row, removable (Included and only available with (B30) color-keyed carpeting, floor covering.)	\$0.00
BTV	Remote vehicle start	\$273.00
C6A	GVWR, 7300 lbs. (3311 kg) (Requires 4WD model.)	\$0.00
D07	Console, floor with storage area, cup holders and auxiliary jack (Included and only available with (A95) front bucket seats.)	Inc.
FE9	Emissions, Federal requirements	\$0.00
GAZ	Summit White	\$0.00

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Data Version: 6435. Data Updated: Aug 29, 2018 9:30:00 PM PDT.



Donohoo Chevrolet

Chad Johnson | 256-845-3525 | cjohnson@donohoochevrolet.com

[Fleet] 2020 Chevrolet Tahoe (CK15706) 4WD 4dr (13)

OPTIONS

CODE	DESCRIPTION	Invoice
GU4	Rear axle, 3.08 ratio (Not available with (NHT) Max Trailering Package.)	\$0.00
H0U	Jet Black, Cloth seat trim	\$0.00
IO5	Audio system, 8" diagonal color touch-screen with Chevrolet Infotainment AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; voice-activated technology for radio and phone; and Shop with the ability to browse, select and install apps to your vehicle. You can customize your content with audio, weather and more; featuring Apple CarPlay and Android Auto capability for compatible phone; 5 USB ports and 1 auxiliary jack (STD)	\$0.00
K4B	Battery, Auxiliary, 730 CCA (Requires (RD6) 17" painted steel wheels or (PZX) 18" aluminum wheels with high-polished finish.)	Inc.
KW7	Alternator, 170 amps, high output (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)	Inc.
L83	Engine, 5.3L EcoTec3 V8 with Active Fuel Management, Direct Injection and Variable Valve Timing includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 N-m] @ 4100 rpm) (STD)	\$0.00
MYC	Transmission, 6-speed automatic, electronically controlled with overdrive and tow/haul mode (STD)	\$0.00
NQH	Transfer case, active, 2-speed electronic Autotrac with rotary controls, includes neutral position for dinghy towing (Requires 4WD models. Included with (9C1) Police Vehicle, (5W4) Special Service Vehicle and (NHT) Maximum Trailering Package.)	Inc.
NZZ	Skid Plate Package with (9C1) Police Vehicle or (5W4) Special Service Vehicle, includes frame-mounted shields, includes front underbody shield starting behind front bumper and running to first cross-member, protecting front underbody, oil pan, differential case and transfer case (Requires 4WD models and a Fleet or Government sales order type. Included with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.

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Data Version: 6435. Data Updated: Aug 29, 2018 9:30:00 PM PDT.



Donohoo Chevrolet

Chad Johnson | 256-845-3525 | cjohnson@donohoochevrolet.com

[Fleet] 2020 Chevrolet Tahoe (CK15706) 4WD 4dr (13)

OPTIONS

CODE	DESCRIPTION	Invoice
PZX	Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) aluminum with high-polished finish (Required when (NHT) Max Trailering Package is ordered.)	\$546.00
RC4	Tire, spare P265/70R17 all-season, blackwall (STD)	Inc.
RKX	Tires, P265/65R18 all-season, blackwall (Required when (NHT) Max Trailering Package is ordered.)	\$0.00
VPV	Ship Thru, Produced in Arlington Assembly and shipped to Kerr Industries and onto Arlington Assembly	Inc.
ZW7	Suspension Package, Premium Smooth Ride (STD) (Not available with (NHT) Max Trailering Package.)	\$0.00
ZY1	Paint scheme, solid application	\$0.00
Options Total		\$1,219.40

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Data Version: 6435. Data Updated: Aug 29, 2018 9:30:00 PM PDT.

Model Code - T191L
Trim

CK15706
4WD - SSV (5W4)

State Bid Tahoe SSV 4WD

\$ 32,969.00

Upgrade

\$ -

Options Price Difference

\$ 1,219.40

Delivery

\$ 241.50

Total Price

\$ 34,429.90

Attachment: 10-15-19 - ONE (1) CHEVROLET TAHOE - STATE CONTRACT T191L - CNCL PKT (317-19 : Purchase - One (1) 2020 Chevrolet Tahoe



Donohoo Chevrolet

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[Fleet] 2020 Chevrolet Tahoe (CK15706) 4WD 4dr (13)

Standard Equipment

Mechanical

Engine, 5.3L EcoTec3 V8 with Active Fuel Management, Direct Injection and Variable Valve Timing includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 N-m] @ 4100 rpm) (STD)

Transmission, 6-speed automatic, electronically controlled with overdrive and tow/haul mode (STD)

Rear axle, 3.08 ratio (Not available with (NHT) Max Trailering Package.)

Suspension Package, Premium Smooth Ride (STD) (Not available with (NHT) Max Trailering Package.)

GVWR, 7300 lbs. (3311 kg) (Requires 4WD model.)

E85 FlexFuel capable

Transfer case, active, single-speed, electronic Autotrac with rotary controls, does not include neutral. Cannot be dinghy towed (Requires 4WD model. Not available with (NHT) Max Trailering Package.)

Differential, heavy-duty locking rear

4-wheel drive

Air cleaner, high-capacity

Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator (With (9C1) Police Vehicle or (5W4) Special Service Vehicle includes heavy-duty oil-to-coolant integral to driver-side of radiator.)

Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil

Battery, 720 cold-cranking amps with 80 amp hour rating

Alternator, 150 amps

Trailering equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way sealed connector and 2" trailering receiver

Trailer sway control

Recovery hooks, 2 front, frame-mounted, Black

Suspension, front coil-over-shock with stabilizer bar

Suspension, rear multi-link with coil springs

Steering, power

Hill Start Assist

Exterior

Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted steel With (9C1) Police Vehicle or (5W4) Special Service Vehicle, includes Silver with center caps. (STD) (Not included when (NHT) Max Trailering Package is ordered.)

Tires, P265/70R17 all-terrain, blackwall (STD) (Not included when (NHT) Max Trailering Package is ordered.)

Tire, spare P265/70R17 all-season, blackwall (STD)

Wheel, full-size spare, 17" (43.2 cm) steel

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[Fleet] 2020 Chevrolet Tahoe (CK15706) 4WD 4dr (13)

Exterior

Tire carrier, lockable outside spare, winch-type mounted under frame at rear

Active aero shutters, front

Fascia, front body-color (With (9C1) Police Vehicle or (5W4) Special Service Vehicle, includes recovery hook openings, but does not include hooks.)

Fascia, rear body-color

Assist steps, Black (Premier includes chrome accent strip) (Deleted when (RVQ) Assist step kit, Black, LPO or (VXH) Assist step kit, Chrome, LPO are ordered.)

Mirrors, outside heated power-adjustable, manual-folding and color keyed driver mirror includes spotter mirror

Glass, deep-tinted (With (9C1) Police Vehicle or (5W4) Special Service Vehicle includes all windows, except light-tinted glass on windshield and driver- and front passenger-side glass)

Wipers, front intermittent, Rainsense

Wiper, rear intermittent with washer

Liftgate, rear manual

Entertainment

Audio system, 8" diagonal color touch-screen with Chevrolet Infotainment AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; voice-activated technology for radio and phone; and Shop with the ability to browse, select and install apps to your vehicle. You can customize your content with audio, weather and more; featuring Apple CarPlay and Android Auto capability for compatible phone; 5 USB ports and 1 auxiliary jack (STD)

Audio system feature, single-slot CD/MP3 player

Audio system feature, 6-speaker system

SiriusXM Radio, delete

Bluetooth for phone personal cell phone connectivity to vehicle audio system

Chevrolet 4G LTE and available built-in Wi-Fi hotspot offers a fast and reliable Internet connection for up to 7 devices; includes data trial for 1 month or 3GB (whichever comes first) (Requires (UE1) OnStar Guidance plan. Available Wi-Fi requires compatible mobile device, active OnStar service and data plan. Data plans provided by AT&T. Visit onstar.com for details and system limitations.)

Chevrolet Connected Access with 10 years of standard connectivity which enables services such as, Vehicle Diagnostics, Dealer Maintenance Notification, Chevrolet Smart Driver, Marketplace and more (Limitations apply. Not transferable. Standard connectivity available to original purchaser for ten years from the date of initial vehicle purchase for model year 2018 or newer Chevrolet vehicles. See onstar.com for details and further plan limitations. Connected Access does not include emergency or security services. Availability and additional services enabled by Connected Access are subject to change.)

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Donohoo Chevrolet

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[Fleet] 2020 Chevrolet Tahoe (CK15706) 4WD 4dr (13)

Interior

Seating, front 40/20/40 split-bench with Vinyl (1FL) or Premium Cloth (1FL and 1LS), 3-passenger, includes 6-way power driver and 2 way front passenger seat adjuster, driver and front passenger power lumbar control and power reclining, center fold-down armrest with storage (includes auxiliary power outlet, USB port and input jack for audio system), storage compartments in seat cushion, adjustable outboard head restraints and storage pockets (STD)

Seat trim, cloth

Seat adjuster, front passenger 6-way power

Seats, second row 60/40 split-folding bench, manual

Seat, third row manual 60/40 split-folding bench, fold flat

Floor covering, Black rubberized-vinyl

Steering column, Tilt-Wheel

Steering wheel, urethane

Steering wheel controls, mounted audio and cruise controls includes Driver Information Center controls

Driver Information Center, 4.2" diagonal multi-color

Warning tones headlamp on, key-in-ignition, driver and right-front passenger seat belt unfasten and turn signal on

Door locks, power programmable with lockout protection and delayed locking (With (9C1) Police Vehicle or (5W4) Special Service Vehicle, Auto Lockout is disabled on Driver door.)

Remote Keyless Entry, extended-range

Windows, power, with Express-Down and Express-Up on front doors and lock out features

Cruise control, electronic with set and resume speed

Climate control, tri-zone automatic with individual climate settings for driver, right-front passenger and rear passengers (With (9C1) Police Vehicle or (5W4) Special Service Vehicle, includes dual-zone automatic, front and rear air conditioning electronic controls)

Defogger, rear-window electric

Power outlet, 110-volt

Power outlets, 5 auxiliary, 12-volt includes outlets in the instrument panel, console, back of console, 1 in 3rd row and 1 in cargo area (With (AZ3) 40/20/40 split-bench front seats, the outlet on the back of the console is deleted.)

Mirror, inside rearview manual day/night

Conversation mirror

Assist handles, 1st row passenger and 2nd row outboard seats (With (9C1) Police Vehicle or (5W4) Special Service Vehicle, 1st row passenger assist handle is removed when (7X7) Spot lamps are ordered.)

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[Fleet] 2020 Chevrolet Tahoe (CK15706) 4WD 4dr (13)

Interior

Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions. With (9C1) Police Vehicle or (5W4) Special Service Vehicle, interior lighting includes dome light, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions with control switch in the roof console

Cargo management system

Cargo net (Deleted when (ATD) 3rd row seat delete is ordered.)

Safety-Mechanical

Brakes, 4-wheel antilock, 4-wheel disc, VAC power with Brake Assist

StabiliTrak, stability control system with brake assist, includes traction control

Safety-Exterior

Daytime Running Lamps, with automatic exterior lamp control

Safety-Interior

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to encourage safe driving behavior. It can limit certain vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Airbags, frontal and side-impact for driver and front passenger and head-curtain for all rows in outboard seating positions (Included and only available with (AZ3) 40/20/40 split-bench front seat. With (9C1) Police Vehicle or (5W4) Special Service Vehicle requires (AZ3) 40/20/40 split-bench front seat and (9U3) SEO front center seat (20% seat) delete. Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Passenger Sensing System sensor indicator inflatable restraint, front passenger/child presence detector

Door locks, rear child security

OnStar and Chevrolet connected services capable (Fleet orders receive a 3-month trial. Visit onstar.com for coverage map, details and system limitations. Services vary by model.)

Rear Park Assist with audible warning

Rear Vision Camera

LATCH system (Lower Anchors and Top tethers for Children), for child safety seats; lower anchors and top tethers located in all second row seating positions, top tethers located in third row seating positions

Tire Pressure Monitor System air pressure sensors in each tire with pressure display in Driver Information Center, includes Tire Fill Alert. With (9C1) Police Vehicle (5W4) Special Service Vehicle does not apply to spare tire.

Theft deterrent, content, electrical, unauthorized entry

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Donohoo Chevrolet

Chad Johnson | 256-845-3525 | cjohnson@donohoochevrolet.com

[Fleet] 2020 Chevrolet Tahoe (CK15706) 4WD 4dr (13)

WARRANTY

Warranty Note: <<< Preliminary 2019 Warranty Note >>>
 Basic Years: 3
 Basic Miles/km: 36,000
 Drivetrain Years: 5
 Drivetrain Miles/km: 60,000
 Drivetrain Note: Qualified Fleet Purchases: 5 Years/100,000 Miles
 Corrosion Years (Rust-Through): 6
 Corrosion Years: 3
 Corrosion Miles/km (Rust-Through): 100,000
 Corrosion Miles/km: 36,000
 Roadside Assistance Years: 5
 Roadside Assistance Miles/km: 60,000
 Roadside Assistance Note: Qualified Fleet Purchases: 5 Years/100,000 Miles
 Maintenance Note: 1 Year/1 Visit

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

13.4.a

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 160000000004

NOT TO EXCEED AMOUNT:

Begin Date: 11/16/2015

Procurement Folder: 4411

Expiration Date: 11/15/2019

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 10/30/18

Version Number: 11

CONTACT INFORMATION

REQUESTOR:

Crist Watts

334-242-4291

crist.watts@purchasing.alabama.gov

ISSUER:

Crist Watts

334-242-4291

crist.watts@purchasing.alabama.gov

BUYER:

Patrick Hemme

334-242-7173

Pat.Hemme@purchasing.alabama.gov

CONTRACT DESCRIPTION

T191L - Vehicles & Motorcycles - Law Enforcement

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000049701: Donohoo Chevrolet

1000 Greenhill Blvd Nw

Fort Payne AL 35967

Contact:

Chad Johnson

2568453525 EXT: 1

Cjohnson@Donohoochevrolet.Com

COMMODITY / SERVICE INFORMATION

13.4.a

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00
07006310000 - DO NOT USE: To be deactivated. Use Classes 071, 072, 073. No Longer Available								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00
07006310000 - DO NOT USE: To be deactivated. Use Classes 071, 072, 073. No Longer Available No Longer Available.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	EA	\$37,688.000000	\$0.00			\$0.00	\$0.00
07042760000 - DO NOT USE: To be deactivated. Use Classes 071, 072, 073. VEHICLES, UTILITY, TWO&FOUR WHEEL DRIVE Chevrolet Suburban Vehicle, Full-Size SUV, Law Enforcement (Severe Service, Not Pursuit Rated), Standard Specifications/Features, Make: _____ Model: _____ Chevrolet Suburban								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	EA	\$30,739.000000	\$0.00			\$0.00	\$0.00
07042760000 - DO NOT USE: To be deactivated. Use Classes 071, 072, 073. VEHICLES, UTILITY, TWO&FOUR WHEEL DR Chevrolet Tahoe PPV Vehicle, Full-Size SUV, Law Enforcement, 2-Wheel Drive (Patrol Rated), Standard Specifications/Features, Make: _____ Model: _____ Chevrolet Tahoe PPV								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0	EA	\$32,969.000000	\$0.00			\$0.00	\$0.00
07042760000 - DO NOT USE: To be deactivated. Use Classes 071, 072, 073. VEHICLES, UTILITY, TWO&FOUR WHEEL DR, Chevrolet Tahoe SSV Vehicle, Full-Size SUV, Law Enforcement, 4-Wheel Drive (Not Pursuit Rated), Standard Specifications/Features, Make: _____ Model: _____ Chevrolet Tahoe SSV								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0	EA	\$18,876.000000	\$0.00			\$0.00	\$0.00
07048550000 - DO NOT USE: To be deactivated. Use Classes 071, 072, 073. No Longer Available Vehicle, Full-Size Truck, Law Enforcement (Not Pursuit Rated), Standard Specifications/Features, Make: _____ Model: _____ Chevrolet Silverado 1500								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
7	0	EA	\$23,386.000000	\$0.00			\$0.00	\$0.00
07093290000 - DO NOT USE: To be deactivated. Use Classes 071, 072, 073. VANS, PASSENGER, Chevrolet Express Vehicle, Transport Van, Minimum 12-Passenger Capacity, Law Enforcement (Not Pursuit Rated), Standard Specifications/Features, Make: _____ Model: _____ Chevrolet Express								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
8	0		\$0.000000	\$0.00			\$0.00	\$0.00
06066200000 - DO NOT USE. Use 5- or 7-digit code. MISCELLANEOUS PARTS, OPTIONS AND ACCESSORIES								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
9	0		\$0.000000	\$0.00			\$0.00	\$0.00

Attachment: 10-15-19 - ONE (1) CHEVROLET TAHOE - STATE CONTRACT T191L - CNCL PKT (317-19 : Purchase - One (1) 2020 Chevrolet Tahoe

COMMODITY / SERVICE INFORMATION

13.4.a

40515904056 - (Inventory) GASOLINE, UNLEADED SUPER , TRUCK TRANSPORT DELIV
TRUCK TRANSPORT DELIVERY

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

Approved:



Purchasing Director

APPROVALS

Date	Status Before	Status After	Approver

Final

RESOLUTION NO. 318-19

Purchase - Microsoft Software - State Contract - IT**RESOLUTION NO. _____**

WHEREAS, the Information Technology Department desires to purchase Microsoft software utilizing State of Alabama Contract #MA 999 17000000198; and

WHEREAS, SHI International Corp. is the State Contract Vendor for the Microsoft software; and

WHEREAS, funding for this purchase will come from Capital Outlay;

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

1. That the purchase be awarded to SHI International Corp. utilizing the State of Alabama Contract.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order SHI International Corp. in the amount of \$41,641.00.
3. The Controller is authorized to adjust the budget as necessary for this purchase.
4. That the Mayor is hereby authorized to sign all documents pertaining to this purchase.

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

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

ATTEST:

Robert G. Shuman, CMC
City Clerk - Treasurer



Pricing Proposal
 Quotation #: 17854012
 Created On: 10/7/2019
 Valid Until: 11/6/2019

City of Opelika

Stephen Dawe

204 South 7th Street
 Opelika, AL 36801
 UNITED STATES
 Phone: (334) 705-5140
 Fax:
 Email: SDawe@ci.opelika.al.us

Sr. Inside Account Executive

Bryan Hunt

290 Davidson Ave
 Somerset, NJ 08873
 Phone: 732-652-7651
 Fax: 732-564-8224
 Email: Bryan_Hunt@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Microsoft Windows Server Datacenter Edition - License & software assurance - 2 cores - Enterprise - All Languages Microsoft - Part#: 9EA-00039	50	\$832.82	\$41,641.00
Subtotal			\$41,641.00
Total			\$41,641.00

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
 TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.

Attachment: 10-15-19 - MICROSOFT SOFTWARE - CNCL PKT (318-19 : Purchase - Microsoft Software - State Contract - IT)



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

13.5.a

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 17000000198

NOT TO EXCEED AMOUNT:

Begin Date: 10/01/2017

Procurement Folder: 435948

Expiration Date: 04/08/2020

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 03/21/19

Version Number: 5

CONTACT INFORMATION

REQUESTOR:

Jennifer Loretz

334-242-7370

jennifer.loretz@purchasing.alabama.gov

ISSUER:

Jennifer Loretz

334-242-7370

jennifer.loretz@purchasing.alabama.gov

BUYER:

CONTRACT DESCRIPTION

Software, Valued Added Reseller for COT Software & Services

Ship To:

Bill To:

REASON FOR MODIFICATION

Contract Renewed

VENDOR INFORMATION

Name /Address:

VC000004136: SHI INTERNATIONAL CORP

P.O. BOX 952121

Dallas TX 75395-2121

Contact:

Southeast Team

800-715-3197

southeastteam@shi.com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0		\$0.000000	\$0.00			\$0.00	\$0.00

20800 - COMPUTER SOFTWARE FOR MICROCOMPUTERS, SYSTEMS, INCLUDING CLO

SHI Contract No. ADSP016-130651

Software, Value Added Reseller for Commercial off the Shelf Software (COTS) and related services.

Pricing will be presented as a cost plus markup/down. See page 4 and 5 of this Master Agreement for a complete list of Software.

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

Approved:

Purchasing Director

RESOLUTION NO. 319-19

Refund of Sewer Assessment Fees**Resolution No.** _____

WHEREAS, a Petition by Camellia Custom Homes, LLC has been presented to the City of Opelika for a refund of sewer assessment fees collected for the construction of a residential structure located at 2090 Anderson Road and has presented a letter to the Building Official requesting the refund of fees. Sewer is not available at this rural location and this structure will be on a septic tank.

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 paperwork so a refund check for sewer assessment fees in the amount of \$1250.00 to Camellia Custom Homes, LLC located at 1212 3rd Avenue, Opelika Alabama, 36801, can be prepared.
- 3) That the City Clerk - Treasurer is hereby authorized to sign and mail said refund check.

APPROVED and ADOPTED this the 15th day of October, 2019.

C. E. 'Eddie' Smith, Jr.

City Council President
City of Opelika, Alabama

ATTEST:

Robert G. Shuman, CMC

City Clerk - Treasurer

RESOLUTION NO. 320-19

Weed Abatement Assessment - 514 Old Columbus Rd.

RESOLUTION NO. _____

**RESOLUTION FIXING AMOUNT OF ASSESSMENT
FOR WEED LIEN AGAINST PROPERTY LOCATED AT
514 Old Columbus Rd., Parcel No. 010.000**

=====

WHEREAS, the weed nuisance growing upon or in front of the property located at 514 Old Columbus Rd., parcel no. 010.000 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 514 Old Columbus Rd., a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 15th day of October, 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 \$605.59 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 514 Old Columbus Rd., Parcel no. 010.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-10-04-20-1-000-010.000 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 15th day of October, 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: October 7, 2019

**To: Phillip Ray Allen
64 Lee Rd 2093
Valley Al. 36854**

**Property Address:
514 Old Columbus Rd.
Opelika Al. 36801
Parcel # 10-04-20-1-000-010.000**

On August 30, 2019 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement:	<u>592.25</u>
Certified mail:	<u>13.34</u>
Misc.	<u> </u>
Total	<u>605.59</u>

Attachment: WEED INVOICE 514 Old Columbus Rd (320-19 : Weed Abatement Assessment - 514 Old Columbus Rd.)

RESOLUTION NO. 321-19

Weed Abatement Assessment - 1013 Randolph St.

RESOLUTION NO. _____

**RESOLUTION FIXING AMOUNT OF ASSESSMENT
FOR WEED LIEN AGAINST PROPERTY LOCATED AT
1013 Randolph St, Parcel No. 109.000**

=====

WHEREAS, the weed nuisance growing upon or in front of the property located at 1013 Randolph St., parcel no. 109.000 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 1013 Randolph St., a copy of said itemized statement being attached hereto as Exhibit "A"; and

WHEREAS, the 15th day of October, 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 \$488.34 is hereby assessed against the parcel of land mentioned in said itemized statement, to wit: 1013 Randolph St., Parcel no. 109.000 Opelika, Alabama. The cost stated in this Resolution shall constitute a lien on the above referenced property.
3. The tax identification number for said parcel(s) of land is 43-10-04-18-2-002-109.000 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 15th day of October, 2019.

President of the City Council

City of Opelika, Alabama

Attest:

R. G. "Bob" Shuman, CMC

City Clerk - City Treasurer

WEED ABATEMENT INVOICE**Date: 10/07/2019****To: RS/PHS Properties (Paul Sanders)
PO Box 1473
Auburn Al. 36830****Property Address:
1013 Randolph St.
Opelika Al. 36801
Parcel # 10-04-18-2-002-109.000**

On September 4, 2019 in accordance with Opelika City Ordinance 110-12, a notice was sent informing the owner that of a weed violation at the above listed property address. After failing to correct the violation within the time specified in the notice, the City of Opelika abated the violation.

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

Cost of Abatement: 475.00Certified mail: 13.34Misc. Total 488.34**Attachment: WEED INVOICE 1013 Randolph St. (321-19 : Weed Abatement Assessment - 1013 Randolph St.)**

RESOLUTION NO. 322-19

Resolution for Demolition - 509 1St Avenue

RESOLUTION NO. _____

**RESOLUTION ORDERING THE DEMOLITION OF A BUILDING OR STRUCTURE
LOCATED AT 509 1st AVENUE, OPELIKA, ALABAMA, 36801, PARCEL ID NO.: 43-10-
03-07-1-002-128.000 IN COMPLIANCE WITH SECTIONS**

**11-40-30 THROUGH 11-40-36, SECTIONS 11-53B-1 THROUGH 11-53B-16,
INCLUSIVE, OF THE CODE OF ALABAMA, AND IN COMPLIANCE WITH
ORDINANCE NO. 116-15.**

OF THE CITY OF OPELIKA, ALABAMA

WHEREAS, the Building Official of the City of Opelika, Alabama, determined that the condition of the building or structure located at 509 1st Avenue, Opelika, Alabama, 36801, Parcel I.D. Number: 43-10-03-07-1-002-128.000, (hereinafter the Subject Property”) is in such condition as to make it dangerous to the life, health, property, morals, safety or general welfare of the public or the occupants; and

WHEREAS, Loretta L. Wanat is the record owner of the above-described property as shown from a search of records of the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, Loretta L. Wanat is the person last assessing the subject property for state taxes; and

WHEREAS, a “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy” was sent via certified mail, properly addressed, and postage prepaid to Loretta L. Wanat, 11090 Woodruff Road, Fairburn, GA 30213; and

WHEREAS, contemporaneous with the filing of the “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy”, a copy of the same was posted at or within three (3) feet of an entrance to the building on the subject property; and

WHEREAS, a Lis Pendens Notice was duly filed of record in the Office of the Judge of Probate of Lee County, Alabama, as required by Ordinance No. 116-15; and

WHEREAS, notice that the subject property is a dangerous building because it is unsafe to the extent that it is a public nuisance and is subject to demolition and that a public hearing would be held on a certain date was given to all interested parties as required by law; and

WHEREAS, Tuesday, October 15, 2019 at 7:00 p.m. in the City Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Lee County, Alabama, was fixed as the time and place when and where the City Council will meet to determine whether or not the building located at 509 1st Avenue is unsafe to the extent that it creates a public nuisance; and

WHEREAS, the City Council of the City of Opelika met on Tuesday, October 15, 2019, at the aforesaid time and place for the purpose of conducting said public hearing; and

WHEREAS, the President of the City Council of the City of Opelika presided over said public hearing and opened the floor for comments from the public and any persons interested in the real property located at 509 1st Avenue, Opelika, Alabama; and

WHEREAS, the City Council has considered all of the evidence and other matters in relation to said alleged public nuisance.

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

1. The City Council hereby finds and determines that the building or structure located at 509 1st Avenue, Opelika, Alabama, Parcel I.D. Number: 43-10-03-07-1-002-128.000, is unsafe to the extent that it creates a public nuisance to the citizens of Opelika, Alabama, and is due to be condemned and demolished in compliance with §§11-40-30 through 11-40-36 and §§11-53B-1 through 11-53B-16, inclusive of the *Code of Alabama*, and Ordinance No. 116-15 of the City of Opelika, Alabama, which Ordinance is codified at Sections 5-221 through 5-238, inclusive of the *Code of Ordinances* of the City of Opelika, Alabama. The property referred to above is more particularly described as follows:

Start at a point in the City of Opelika, Alabama where the Southeasterly margin of First Avenue intersects the Northeasterly margin of Sixth Street; thence run North 47 degrees 48 minutes East, along the Southeasterly margin of First Avenue, a distance of 133.33 feet to the point of beginning of the lot or parcel to be herein described and conveyed: From said point of beginning continue thence North 47 degrees 48 minutes East for a distance of 66.67 feet; thence South 42 degrees 12 minutes East for a distance of 103 feet; thence South 47 degrees 48 minutes West, a distance of 66.67 feet; thence North 42 degrees 12 minutes West a distance of 103 feet to be the said point of beginning. Together with all improvements thereon and appurtenances thereunto belonging.

AND:

Parcel One (1) of the Downtown Urban Renewal Unit No. 2, Project No. U.R. ALA. R-54, as shown on map or plat dated the 21st day of January, 1974, prepared by Noah L. McCrory, Civil Engineer Reg. No. 2596, which is of record in Town Plat Book 8 at Page 158 in the Office of the Judge of Probate of Lee County, Alabama; together with any and all improvements thereon and appurtenances thereunto appertaining.

Being further described as a portion of Lot 1-A of Block 40 as shown by “Totten’s Official Real Estate Map of Opelika, Alabama, 1930”, as recorded in the Office of the Judge of Probate of Lee County, Alabama; in Town Plat Book 2, at Page 9, and being more particularly described as follows: Commence at the intersection of the Southeasterly margin of First Avenue (as same now exists)

with the Northeasterly margin of North Sixth Street (as same now exists) in the City of Opelika, Alabama, Alabama; thence run South 43°15' East, along a projection of the said Northeasterly margin of said North Sixth Street, for a distance of 103.0 feet; thence run North 46°45' East for 66.6 feet; thence run North 43°15' West for 103.0 feet to a point on the said Southeasterly margin of said First Avenue; thence run South 46°45' West, along the said Southeasterly margin of said First Avenue, for 66.6 feet, more or less, to the aforesaid point of beginning.

Also being further described as Parcel Number 43-10-03-07-1-002-128.000, according to records maintained in the Lee County Revenue Commissioner's Office.

2. The Mayor is hereby authorized and directed to cause said building or structure to be demolished and removed after the expiration of twenty (20) days from the date of this resolution if an appeal has not been taken to the Circuit Court. The demolition may be accomplished by the municipality by the use of its own forces, or it may be provided by contract for the demolition. The municipality may sell or otherwise dispose of salvaged materials resulting from the demolition. All employees, contractors and duly authorized agents of the City are authorized to enter upon said property for said purpose.

3. Any person aggrieved by the decision of the City Council may, within ten (10) days hereafter, appeal to the Circuit Court upon filing with the Clerk of the Court notice of appeal and a bond for security of costs in the form and amount approved by the Circuit Clerk.

4. Upon the demolition and removal of said building or structure, the Building Official shall make a report to the City Council of the cost. The City Council shall thereafter adopt a resolution fixing the costs which it finds were reasonably incurred in the demolition and removal of said front porch of said building or structure and assess the costs against said property. The proceeds of any monies received from the sale of salvaged materials from the

building or structure shall be used or applied against the cost of the demolition and removal. The fixing of costs by the City Council shall constitute a special assessment against the lot or lots, parcel, or parcels of land upon which the building or structure was located and shall constitute a lien on the property for the amount of the assessment.

5. The City Clerk is hereby directed to mail, by certified mail, a copy of this resolution to the owner of the property as the information appears on the records of the office of the Revenue Commissioner and in the Office of the Judge of Probate of Lee County, Alabama.

ADOPTED AND APPROVED this the ____ day of _____ 2019.

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

ATTEST:

CITY CLERK

Cc: Loretta L. Wanat
11090 Woodruff Road

Fairburn, GA 30213

RESOLUTION NO. 323-19

Resolution for Demolition - 1113 Lake Street

RESOLUTION NO. _____

**RESOLUTION ORDERING THE DEMOLITION OF A BUILDING OR
STRUCTURE LOCATED AT 1113 LAKE STREET, OPELIKA, ALABAMA 36801,
PARCEL ID NO.: 43-10-04-18-2-001-046.005 IN COMPLIANCE WITH SECTIONS
11-40-30 THROUGH 11-40-36, SECTIONS 11-53B-1 THROUGH 11-53B-16,
INCLUSIVE, OF THE CODE OF ALABAMA, AND IN COMPLIANCE WITH
ORDINANCE NO. 116-15.
OF THE CITY OF OPELIKA, ALABAMA**

WHEREAS, the Building Official of the City of Opelika, Alabama, determined that the condition of the building or structure located at 1113 Lake Street, Opelika, Alabama, 36801, Parcel I.D. Number: 43-10-04-18-2-001-046.005, (hereinafter the Subject Property”) is in such condition as to make it dangerous to the life, health, property, morals, safety or general welfare of the public or the occupants; and

WHEREAS, Equity Trust Company, Custodian FBO M Ryan IRA, is the record owner of the above-described property, subject to the right of redemption of Howard Bartlett, d/b/a PM Holdings, as shown from a search of records of the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, Equity Trust Company, Custodian FBO M Ryan IRA, is the entity last assessing the subject property for state taxes; and

WHEREAS, a “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy” was sent via certified mail, properly addressed, and postage prepaid to Equity Trust

Company, FBO M Ryan IRA, P.O. Box 451340, Westlake, OH 44145 and Howard Bartlett, 134 Catherine Circle, Cartersville, GA 30120; and

WHEREAS, contemporaneous with the filing of the “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy”, a copy of the same was posted at or within three (3) feet of an entrance to the building on the subject property; and

WHEREAS, a Lis Pendens Notice was duly filed of record in the Office of the Judge of Probate of Lee County, Alabama, as required by Ordinance No. 116-15; and

WHEREAS, notice that the subject property is a dangerous building because it is unsafe to the extent that it is a public nuisance and is subject to demolition and that a public hearing would be held on a certain date was given to all interested parties as required by law; and

WHEREAS, Tuesday, October 15, 2019 at 7:00 p.m. in the City Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Lee County, Alabama, was fixed as the time and place when and where the City Council will meet to determine whether or not the building located at 1113 Lake Street is unsafe to the extent that it creates a public nuisance; and

WHEREAS, the City Council of the City of Opelika met on Tuesday, October 15, 2019, at the aforesaid time and place for the purpose of conducting said public hearing; and

WHEREAS, the President of the City Council of the City of Opelika presided over said public hearing and opened the floor for comments from the public and any persons interested in the real property located at 1113 Lake Street, Opelika, Alabama; and

WHEREAS, the City Council has considered all of the evidence and other matters in relation to said alleged public nuisance.

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

1. The City Council hereby finds and determines that the building or structure located at 1113 Lake Street, Opelika, Alabama, Parcel I.D. Number: 43-10-04-18-2-001-046.005, is unsafe to the extent that it creates a public nuisance to the citizens of Opelika, Alabama, and is due to be condemned and demolished in compliance with §§11-40-30 through 11-40-36 and §§11-53B-1 through 11-53B-16, inclusive of the *Code of Alabama*, and Ordinance No. 116-15 of the City of Opelika, Alabama, which Ordinance is codified at Sections 5-221 through 5-238, inclusive of the *Code of Ordinances* of the City of Opelika, Alabama. The property referred to above is more particularly described as follows:

Lot 1-E, A SUBDIVISION OF LOT 1-A, ZUBER VALLEY SUBDIVISION, SECOND ADDITION, according to and as shown by that certain map or plat thereof of record in Town Plat Book 17, Page 156, in the Office of the Judge of Probate of Lee County, Alabama.

Also being further described as Parcel Number 43-10-04-18-2-001-046.005, according to records maintained in the Lee County Revenue Commissioner's Office.

2. The Mayor is hereby authorized and directed to cause said building or structure to be demolished and removed after the expiration of twenty (20) days from the date of this resolution if an appeal has not been taken to the Circuit Court. The demolition may be accomplished by the municipality by the use of its own forces, or it may be provided by contract for the demolition. The municipality may sell or otherwise dispose of salvaged materials resulting from the demolition. All employees, contractors and duly authorized agents of the City are authorized to enter upon said property for said purpose.

3. Any person aggrieved by the decision of the City Council may, within ten (10) days hereafter, appeal to the Circuit Court upon filing with the Clerk of the Court notice of appeal and a bond for security of costs in the form and amount approved by the Circuit Clerk.

4. Upon the demolition and removal of said building or structure, the Building Official shall make a report to the City Council of the cost. The City Council shall thereafter adopt a resolution fixing the costs which it finds were reasonably incurred in the demolition and removal of said building or structure and assess the costs against said property. The proceeds of any monies received from the sale of salvaged materials from the building or structure shall be used or applied against the cost of the demolition and removal. The fixing of costs by the City Council shall constitute a special assessment against the lot or lots, parcel, or parcels of land upon which the building or structure was located and shall constitute a lien on the property for the amount of the assessment.

5. The City Clerk is hereby directed to mail, by certified mail, a copy of this resolution to the owners and lien holders of the property as the information appears on the records of the office of the Tax Assessor and in the Office of the Judge of Probate of Lee County, Alabama.

ADOPTED AND APPROVED this the ____ day of _____ 2019.

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

ATTEST:

CITY CLERK

Cc: Equity Trust Company
Custodian FBO M Ryan IRA
P.O. Box 451340
Westlake, OH 44145

Howard Bartlett
d/b/a PM Holdings
134 Catherine Circle
Cartersville, GA 30120

RESOLUTION NO. 324-19

Vacate Right-Of-Way - North Portion of Waverly Parkway

RESOLUTION NO. _____

**RESOLUTION APPROVING THE VACATION OF A PORTION OF THE
NORTHERLY RIGHT-OF-WAY OF WAVERLY PARKWAY**

WHEREAS, Darcy Gibbs is the owner of all of the property abutting along a portion of the northerly right-of-way of Waverly Parkway; and

WHEREAS, a Petition to vacate a portion of the northerly right-of-way of Waverly Parkway, duly executed by Darcy Gibbs, as the abutting property owner, has been presented to the City Council (the "City Council") of the City of Opelika, Alabama (the "City"), a municipal corporation, for the assent and approval of the governing body, said Petition with map attached being hereto affixed, marked Exhibit "A" and made a part hereof; and

WHEREAS, the Petition is filed in accordance with the provisions of §23-4-20, *Code of Alabama*, 1975, which provides that any street or alley may be vacated, in whole or in part, by the owner or owners of the land abutting the street or alley or abutting that portion of the street or alley desired to be vacated; and

WHEREAS, the portion of the right-of-way of Waverly Parkway to be vacated is more particularly described as follows:

A parcel of land lying in Section 9, Township 19 North, Range 26 East, Lee County, Alabama, and being more particularly described as follows:
Commencing at the intersection of the East and the Northerly right-of-way of Waverly Parkway following a curve concave to the North having a radius of 7655.26 (chord bears South 83°39'22" West 86.88 feet); thence Southwesterly along said curve an arc distance of 86.88 feet to a found ½ inch rebar with cap (WALKER) and the POINT OF BEGINNING of parcel herein described; thence

continuing along said right-of-way the following courses: South 83°18'35" West 119.46 feet to the beginning of a curve concave to the Southeast having a radius of 1536.40 feet (chord bears South 73°45'09" West 430.96 feet); thence Southwesterly along said curve an arc distance of 432.39' to a point; thence leaving said right-of-way North 24°18'35" West 185.64 feet to a point located in the centerline of Pepperell Branch; thence leaving said centerline following a curve concave to the North having a radius of 791.35 feet (chord bears South 86°09'10" East 284.56 feet); thence Easterly along said curve an arc distance of 286.12 feet to a point; thence North 83°54'22" East 321.43 feet to a found ½ inch rebar with cap (WALKER); thence South 06°04'17" East 50.00 feet to the POINT OF BEGINNING. Containing 1.061 acres, more or less.

Being further described according to and as shown by that certain survey or drawing prepared by Seth R. Walker, Registered Surveyor, attached hereto and marked Exhibit "B".

WHEREAS, the Petition states that no property owners will be deprived of any right they may have to convenient and reasonable means of ingress and egress to and from their property as a result of the requested vacation; and

WHEREAS, the remaining portion of the right-of-way of Waverly Parkway will remain public right-of-way; and

WHEREAS, the City desires to reserve to the City of Opelika utility easements for electric transmission lines and sanitary sewer lines as depicted on the attached survey; and

WHEREAS, a public hearing was conducted by the City Council on the 15th day of October, 2019, at which all persons were given the opportunity to be heard in favor of or in opposition to the proposed right-of-way vacation; and

WHEREAS, public notice of the public hearing was provided in accordance with §23-4-2, *Code of Alabama*, 1975; and

WHEREAS, the City Council has determined that it is in the best interest of the City to vacate the portion of the right-of-way of Waverly Parkway as described in the attached Petition and the right-of-way of said streets should be conveyed to Darcy Gibbs as requested by the Petitioner, subject to existing easements for electric transmission lines and sanitary sewer lines.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Opelika that the vacation of the above-described portion of the right-of-way of Waverly Parkway is assented to and approved and the same is hereby vacated pursuant to the provisions of Section 23-4-20, et.seq. of the *Code of Alabama*, and also pursuant to said *Code* in §35-2-54.

BE IT FURTHER RESOLVED that the City of Opelika, Alabama, a municipal corporation, remise, release and quitclaim unto Darcy Gibbs, whatever right, title and interest the said City of Opelika, Alabama, may have acquired in and to the above described portion of the right-of-way of Waverly Parkway by virtue of the dedication or vacation of said roadway or otherwise, subject to the reservation of the above-described utility easements.

BE IT FURTHER RESOLVED that Gary Fuller, the Mayor of the City of Opelika, Alabama, a municipal corporation, be and he is hereby authorized and directed on behalf of the City of Opelika, Alabama, to execute a quitclaim deed to Darcy Gibbs, subject to the reservation of the above-described utility easements, for the purpose of carrying out the intent and intention of this Resolution and that Robert G. Shuman, City Clerk, be and he is hereby authorized and directed on behalf of the City of Opelika, Alabama, to attest the same.

BE IT FURTHER RESOLVED that the City Clerk will cause a copy of this Resolution to be filed in the Probate Office of Lee County, Alabama, and shall further cause a copy of this

Resolution to be published once in a newspaper of general circulation in Lee County, Alabama,
no less than fourteen (14) days after its adoption.

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

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

ATTEST:

CITY CLERK

**PETITION TO VACATE A PORTION OF THE
NORTHERLY RIGHT-OF-WAY OF WAVERLY PARKWAY**

STATE OF ALABAMA
COUNTY OF LEE

TO THE HONORABLE MEMBERS OF THE CITY COUNCIL OF THE CITY OF OPELIKA

COMES NOW DARCY GIBBS (hereinafter referred to as the "Petitioner") and
represents as follows:

1. The Petitioner is the owner of all of the property abutting upon a portion of the northerly right-of-way of Waverly Parkway, and she does, by this written instrument, hereby vacate said portion of the northerly right-of-way of Waverly Parkway, being more particularly described as follows, to wit:

A parcel of land lying in Section 9, Township 19 North, Range 26 East, Lee County, Alabama, and being more particularly described as follows: Commencing at the intersection of the East and the Northerly right-of-way of Waverly Parkway following a curve concave to the North having a radius of 7655.26 (chord bears South 83°39'22" West 86.88 feet); thence Southwesterly along said curve an arc distance of 86.88 feet to a found ½ inch rebar with cap (WALKER) and the POINT OF BEGINNING of parcel herein described; thence continuing along said right-of-way the following courses: South 83°18'35" West 119.46 feet to the beginning of a curve concave to the Southeast having a radius of 1536.40 feet (chord bears South 73°45'09" West 430.96 feet); thence Southwesterly along said curve an arc distance of 432.39' to a point; thence leaving said right-of-way North 24°18'35" West 185.64 feet to a point located in the centerline of Pepperell Branch; thence leaving said centerline following a curve concave to the North having a radius of 791.35 feet (chord bears South 86°09'10" East 284.56 feet); thence Easterly along said curve an arc distance of 286.12 feet to a point; thence North 83°54'22" East 321.43 feet to a found ½ inch rebar with cap (WALKER); thence South 06°04'17" East 50.00 feet to the POINT OF BEGINNING. Containing 1.061 acres, more or less.

Being further described according to and as shown by that certain survey or drawing prepared by Seth R. Walker, Registered Surveyor, attached hereto and marked Exhibit "A".

2. The Petitioner hereby represents and declares that she is the sole owner of the property abutting upon the portion of the right-of-way of Waverly Parkway to be vacated. It is not the

intention of the Petitioner to vacate any other portion of Waverly Parkway, except as described in Section 1 above.

3. The Petitioner hereby certifies that convenient and reasonable means of ingress and egress is afforded to all other property owners owning property in the area.

4. The Petitioner certifies that Waverly Parkway will remain a public right-of-way.

5. The Petitioner desires to vacate the above-described portion of Waverly Parkway so as to destroy the force and effect of any dedication of the same and have divested therefrom all public rights therein.

6. The Petitioner agrees that the property within the vacated right-of-way, as described in Section 1 above, shall constitute the property of the Petitioner, subject to the following existing utility easements, as depicted on the attached survey:

- (a) 60-foot-wide electric transmission line easement to the City of Opelika.
- (b) Sanitary sewer easement to the City of Opelika.

It is understood and agreed by the Petitioner that the City of Opelika reserves the right, in conjunction with other utility companies, to use said easements for the operation, maintenance, replacement and repair of electric transmission lines, poles, equipment and other facilities and sanitary sewer lines in, over, under and across the property to be vacated.

7. This declaration of vacation is executed by the Petitioner in accordance with the provisions of §35-2-54, *Code of Alabama*, 1975, and also pursuant to said Code in §23-4-20.

NOW, THEREFORE, in consideration of the premises, the Petitioner hereby requests that Your Honors assent to, approve, ratify and confirm, the vacation of the above-described portion of the right-of-way of Waverly Parkway, the annulment of any dedication thereof, and the divestment of all public rights therein except existing easements for electric transmission

lines and sanitary sewer lines, and that the City of Opelika, through its duly elected officials, adopt such appropriate Resolution and authorize the execution of such appropriate instruments as may be meet and proper to effect the vacation of said portion of the right-of-way Waverly Parkway in order to divest the public of all rights to use the same and convey to the Petitioner whatever right, title and interest which the City has or may have in and to the above described portion of said right-of-way, subject to all existing easements for public utilities.

IN WITNESS WHEREOF, the Petitioner has hereunto set her hand and seal on this the _____ day of _____, 2019.

DARCY GIBBS

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that DARCY GIBBS, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me this day, that, being informed of the contents of said instrument she executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office this the ____ day of _____, 2019.

NOTARY PUBLIC
MY COMMISSION EXPIRES:_____

GRANTEE'S ADDRESS:
Darcy Gibbs

NO TITLE OPINION RENDERED

STATE OF ALABAMA	)	
	:	QUITCLAIM DEED WITH RESERVATION
COUNTY OF LEE	)	OF UTILITY EASEMENTS

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations to the undersigned Grantor, City of Opelika, Alabama, in hand paid by Darcy Gibbs, (the "Grantee"), the receipt whereof is hereby acknowledged, the undersigned City of Opelika, Alabama, a municipal corporation (hereinafter called "Grantor"), does hereby remise, release, quitclaim, and convey unto Darcy Gibbs, subject to the permanent utility easements as more particularly described below, all of its right, title, claim and interest in and to the following described real property situated in Opelika, Lee County, Alabama, to-wit:

A parcel of land lying in Section 9, Township 19 North, Range 26 East, Lee County, Alabama, and being more particularly described as follows:
Commencing at the intersection of the East and the Northerly right-of-way of Waverly Parkway following a curve concave to the North having a radius of 7655.26 (chord bears South 83°39'22" West 86.88 feet); thence Southwesterly along said curve an arc distance of 86.88 feet to a found ½ inch rebar with cap (WALKER) and the POINT OF BEGINNING of parcel herein described; thence continuing along said right-of-way the following courses: South 83°18'35" West 119.46 feet to the beginning of a curve concave to the Southeast having a radius of 1536.40 feet (chord bears South 73°45'09" West 430.96 feet); thence Southwesterly along said curve an arc distance of 432.39' to a point; thence leaving said right-of-way North 24°18'35" West 185.64 feet to a point located in the centerline of Pepperell Branch; thence leaving said centerline following a curve concave to the North having a radius of 791.35 feet (chord bears South 86°09'10" East 284.56 feet); thence Easterly along said curve an arc distance of 286.12 feet to a point; thence North 83°54'22" East 321.43 feet to a found ½ inch

rebar with cap (WALKER); thence South 06°04'17" East 50.00 feet to the POINT OF BEGINNING. Containing 1.061 acres, more or less.

Being further described according to and as shown by that certain survey or drawing prepared by Seth R. Walker, Registered Surveyor, attached hereto and marked Exhibit "A".

The Grantor hereby reserves to the City of Opelika., perpetual utility easements for electric transmission lines and sanitary sewer lines as depicted on the survey prepared by Seth R Walker, Registered Surveyor, attached hereto and marked Exhibit "A" and further described as follows:

- (1) 60-foot-wide electric transmission line easement to the City of Opelika
- (2) a sanitary sewer easement to the City of Opelika

These permanent, non-exclusive utility easements are reserved to the City of Opelika as depicted on the survey attached hereto and marked Exhibit "A". The City of Opelika shall have the right to place, construct, reconstruct, replace, upgrade, expand the capacity of, change the size of or number of circuits of, operate, maintain, repair, inspect, patrol, relocate within the easement, rebuild, replace and remove thereon and/or in or upon said electric transmission line easement and/or underground electric transmission or distribution lines, equipment or systems consisting of a variable number of wires, cables, poles, towers and circuits and all other necessary or desirable appurtenances, conduits, transformers, equipment, manholes, poles, props, anchors and guys and other facilities, whether made of wood, metal or other materials. The sanitary sewer easement covers the underground sanitary sewer line as actually installed. The City of Opelika shall have the right to enter upon said sanitary sewer line easement to lay and construct sanitary sewer lines, structures and appurtenances and to repair, renew, change the size of, inspect, restore or otherwise care for said sanitary sewer line.

IN WITNESS WHEREOF, the City of Opelika, Alabama, a municipal corporation, has caused this instrument to be executed by Gary Fuller, its Mayor, and its seal to be affixed by Robert G. Shuman, its City Clerk, both of whom are hereunto authorized pursuant to Resolution No. ____-19 of the City Council of the City of Opelika, Alabama, a copy of which is attached hereto, marked Exhibit "B" on this the ____ day of _____, 2019.

CITY OF OPELIKA, ALABAMA

BY: _____
GARY FULLER, MAYOR

ATTEST:

ROBERT G. SHUMAN
CITY CLERK

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that Gary Fuller and Robert G. Shuman, whose names as Mayor and City Clerk, respectively of the City of Opelika, Alabama, are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day, that, being informed of the contents of said conveyance they, as such officers and with full authority, executed the same voluntarily as the act of said municipal corporation on the day the same bears date.

GIVEN under my hand and official seal of office this the ____ day of _____, 2019.

(SEAL)

NOTARY PUBLIC
MY COMMISSION EXPIRES:

**THIS INSTRUMENT WAS PREPARED BY:
GUY F. GUNTER, III
CITY ATTORNEY
CITY OF OPELIKA
608 Avenue A
P.O. BOX 390
OPELIKA, AL 36801
334-705-2074
334-705-5515 - FAX**

EXHIBIT "A"

PROPOSED ALDOT R.O.W. ACQUISITION MAP FOR
DARCY GIBBS
SECTION 9, TOWNSHIP 19 NORTH, RANGE 26 EAST
LEE COUNTY, ALABAMA

STATE OF ALABAMA
LEE COUNTY

A parcel of land lying in Section 9, Township 19 North, Range 26 East, Lee County, Alabama and being more particularly described as follows: Commencing at the intersection of the East line of Section 9, Township 19 North, Range 26 East and the Northern right of way of Waverly Parkway, thence along said Northern right of way of Waverly Parkway following a curve concave to the North having a radius of 7655.26 feet (chord bears South 83°39'22" West 86.88 feet); thence Southwesterly along said curve an arc distance of 86.88 feet to a found 1/2 inch rebar with cap (WALKER) and the POINT OF BEGINNING of parcel herein described; thence continuing along said right of way the following courses: South 83°18'35" West 119.46 feet to the beginning of a curve concave to the Southeast having a radius of 1536.40 feet (chord bears South 73°45'09" West 430.96 feet); thence Southwesterly along said curve an arc distance of 432.39' to a point; thence leaving said right of way North 24°18'35" West 185.64 feet to a point located in the centerline of Pepperell Branch; thence leaving said centerline following a curve concave to the North having a radius of 791.35 feet (chord bears South 86°09'10" East 284.56 feet); thence Easterly along said curve an arc distance of 286.12 feet to a point; thence North 83°54'22" East 321.43 feet to a found 1/2 inch rebar with cap (WALKER); thence South 06°04'17" East 50.00 feet to the POINT OF BEGINNING. Containing 1.061 acres, more or less.

NOTES:

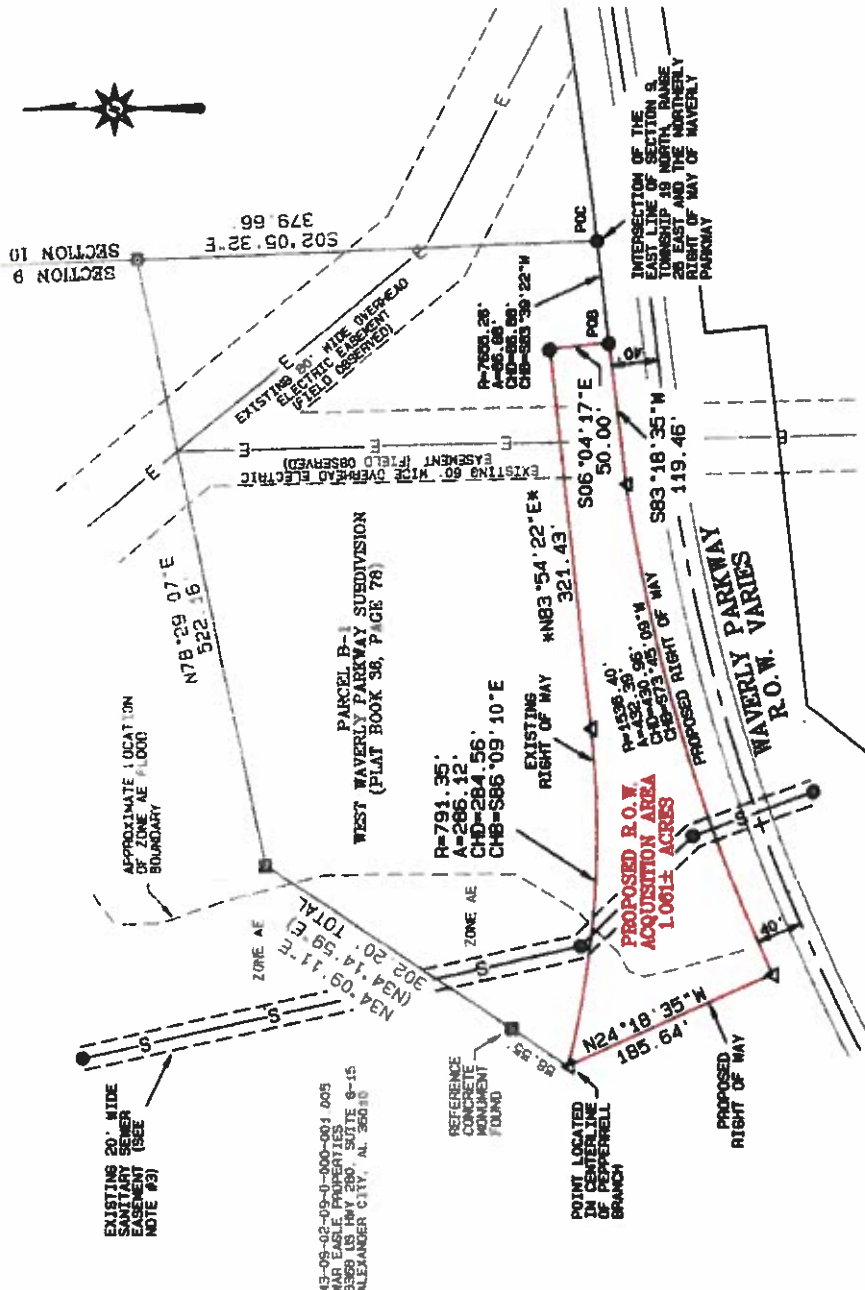
1. The South line of Parcel B-1, West Waverly Parkway Subdivision as recorded in Plat Book 36, Page 78 in the Office of the Judge of Probate of Lee County, Alabama was used as the Basis of Bearings for this survey.
2. SUBJECT TO: All rights of way, easements, and restrictions which exist as a matter of record or exist de facto.
3. Sanitary sewer easement shown hereon is 20 feet wide per City of Opelika Public Works Department.
4. Reference ALDOT right of way maps used: S-744 (1961) Division 3; N#1-118 (7) (1996) Region 4.



WALKER LAND SURVEYING, LLC
504 GYNNES WAY
OPELIKA, AL 36864
Phone (334) 569-5229 Fax 1-888-744-1663
Email: walkerlandsurveying@gmail.com

PROPOSED ALDOT R.O.W. ACQUISITION MAP FOR DARCY GIBBS

Surveyor	Seth R. Walker	Date	10/2/14
Plat No.	50369		
CA#	970-15		



LEGEND

- 1/2" REBAR WITH CAP FOUND (WALKER)
- CONCRETE MONUMENT FOUND
- EXISTING SANITARY SEWER MANHOLE (TYP.)
- △ CALCULATED POINT
- R RADIUS
- A ARC DISTANCE
- CHD CHORD DISTANCE
- CHB CHORD BEARING
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- ROW RIGHT OF WAY
- E— OVERHEAD ELECTRIC LINES
- * BASIS OF BEARINGS FROM REFERENCE PLAT
- () INFORMATION FROM REFERENCE PLAT

CERTIFICATE OF SURVEYOR: I, Seth R. Walker, a Registered Professional Land Surveyor of the State of Alabama do hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief; this survey is for the exclusive use of the above named party and is valid 90 days from date of signature and may not be used by others or reproduced without written consent. Only signed and sealed copies are valid.

GRAPHIC SCALE 1"=100'

0 100 200 300

RESOLUTION NO. 325-19

MOU with East Alabama Health Care Authority - Mobile Health Clinic.

RESOLUTION NO. _____

**RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE CITY OF OPELIKA, ALABAMA AND
EAST ALABAMA HEALTH CARE AUTHORITY FOR MOBILE HEALTH CLINIC**

WHEREAS, mobile health clinics are increasing in use nationwide; and

WHEREAS, mobile health clinics typically deliver a variety of services including primary, preventive and specialty care; and

WHEREAS, mobile health clinics are staffed by community health workers and health educators and sometimes by physicians and nurses; and

WHEREAS, mobile health clinics provide an important safety net for disease prevention and management in urban communities with poor health status and high emergency department usage; and

WHEREAS, mobile health clinics represent a paradigm shift in healthcare delivery to bring care to underserved communities rather than waiting for patients to seek care; and

WHEREAS, mobile health clinics aim to eliminate financial and logistical barriers as well as barriers related to community members' lack of trust in healthcare providers; and

WHEREAS, the mission of these clinics is aligned with federal, state and local efforts to improve access to medical care and reduce disparities; and

WHEREAS, the City of Opelika (the "City") owns a forty-foot Bluebird bus (hereinafter

called the “Bus”); and

WHEREAS, the City proposes to redesign, retrofit and modify the Bus to serve as a mobile health clinic; and

WHEREAS, the City proposes to use charitable donations to fund the costs of redesigning, retrofitting, modifying and equipping the Bus; and

WHEREAS, East Alabama Health Care Authority (the “Hospital”) owns and operates a regional hospital and multiple clinic facilities throughout the Auburn-Opelika Metropolitan Area; and

WHEREAS, the Carver and Jeter neighborhoods of Opelika are medically underserved areas with a lack of access to primary care services; and

WHEREAS, the City and the Hospital desire to provide mobile health care services to the Carver and Jeter neighborhoods of Opelika; and

WHEREAS, a proposed Memorandum of Understanding by and between the City and the Hospital (the “MOU”) has been prepared and submitted to the City Council for approval, and the City Council has determined that it is now in the best interest of the City and its citizens to approve said MOU.

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

1. That the proposed MOU to be entered into by and between the City and the Hospital, a copy of which is attached hereto and marked Exhibit “A”, be and the same is hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City

Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve which approval shall be conclusively evidenced by execution and delivery of said MOU.

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

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

4. That Resolution No. 277-18 adopted on October 16, 2018, is hereby repealed and this resolution is substituted in lieu thereof.

5. 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

**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN
THE CITY OF OPELIKA, ALABAMA AND
THE EAST ALABAMA HEALTH CARE AUTHORITY**

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this the _____ day of _____, 2019, by and between the City of Opelika, Alabama, a municipal corporation under the laws of the State of Alabama (herein called the “City”) and The East Alabama Health Care Authority, d/b/a East Alabama Medical Center, a health care authority organized under the laws of the State of Alabama (herein called the “Hospital”). The City and the Hospital may be collectively referred to as the “Parties” or individually as a “Party”.

RECITALS

WHEREAS, mobile health clinics are increasing in use nationwide; and

WHEREAS, mobile health clinics typically deliver a variety of services including primary, preventative and specialty care; and

WHEREAS, mobile health clinics are staffed by community health workers and health educators and sometimes by physicians and nurses; and

WHEREAS, mobile health clinics provide an important safety net for disease prevention and management in urban communities with poor health status and high emergency department usage; and

WHEREAS, mobile health clinics represent a paradigm shift in healthcare delivery to bring care to underserved communities rather than waiting for patients to seek care; and

WHEREAS, mobile health clinics aim to eliminate financial and logistical barriers as well as barriers related to community members’ lack of trust in healthcare providers; and

WHEREAS, the mission of these clinics is aligned with federal, state and local efforts to improve access to medical care and reduce disparities; and

WHEREAS, the City owns a forty-foot Bluebird Bus (herein called the “Bus”); and

WHEREAS, the Hospital owns and operates a regional hospital and multiple clinic facilities throughout the Auburn-Opelika metropolitan area; and

WHEREAS, the Carver and Jeter neighborhoods of Opelika are medically underserved areas with a lack of access to primary care services; and

WHEREAS, the City and the Hospital desire to provide mobile healthcare services to the Carver and Jeter neighborhoods of Opelika.

NOW, THEREFORE, in contemplation of the mutually beneficial relationships to be established and in consideration of the mutual promises and covenants contained herein, the sufficiency is hereby agreed to and accepted, the Parties agree as follows:

Section 1. **Recitals.** The foregoing recitals are an effective and operative part of this Agreement.

Section 2. **Purpose.** The purpose of this MOU is to encourage cooperation and resource sharing by the Parties. The goal of the MOU is to use the strengths and expertise of the Parties to deliver quality health care service and enhance the health of the residents of the Carver and Jeter neighborhoods of Opelika.

Section 3. **Agreements and Obligations of the City.**

(a) **Modification of Bus.** The City, through fundraising activities, will redesign, retrofit and modify the Bus to serve as a mobile medical clinic. The Bus will contain an interview or waiting room, one exam room, a lavatory area with a sink, a bathroom or changing room and a separate room where records are kept. The City will equip the Bus with the following equipment and medical devices: Wall mounted AED (automated external defibrillator), diagnostic (blood pressure monitor, thermometer, pulse oximeter, etc.), EKG equipment, scales, eye charts, otoscope, ophthalmoscope, glucometer, fluorescein eye lamp, centrifuge, computers, printers, blood draw seating, exam room table with gyn ability, colposcope, office and filing space, waiting room furnishings, cabinetry and storage, adequate electrical outlets for, janitorial equipment, laboratory diagnostic

equipment, refrigerator freezer, procedure tables, specialized lighting, water filtration system, hazardous waste disposal, wheelchair lift, oxygen, suction and other essential equipment to meet regulatory standards and/or any other equipment deemed necessary to provide proper medical services as defined by this Understanding.

The estimated cost of all modifications is \$200,000. The City proposes to use charitable contributions to fund the costs of redesigning, retrofitting, modifying and equipping the bus. The City agrees to initiate fundraising activities requesting donations from local businesses, organizations and individuals. This MOU is expressly conditioned upon the availability of donated funds. The City's obligation for performance of this Contract is contingent upon the availability of donated funds from which payment can be made to fund the cost of all modifications. No liability on the part of the City or the Hospital shall arise until funds are made available to completely redesign, retrofit, modify and equip the bus.

(b) Lease of Bus. The Bus owned by the City to be utilized by the Hospital in providing mobile medical clinic services shall be leased by the City to the Hospital for the duration of this Agreement. The rent shall be \$1.00 per year.

(c) Maintenance of Bus. The City shall be responsible for maintaining the Bus in good working order and repair and shall conduct periodic, corrective and preventative maintenance of the Bus. In conjunction with the repair and maintenance of said Bus, the City shall adhere to all federal and state laws.

(d) Storage. When the Bus is not in operation, the City shall store or park the Bus at a secured location on City-owned property.

(e) Fuel. The City shall provide all fuel required to operate the Bus for the duration of this Agreement.

(f) Driver. The City shall provide a licensed CDL driver to operate the Bus. The City employee who operates the Bus and performs safety-sensitive functions is subject to the City's Rules and Regulations. The City shall provide workers compensation insurance coverage on the driver with statutory limits as required by state law.

(g) Insurance premium reimbursement. The City shall reimburse the Hospital for fifty percent (50%) of the total amount of all insurance premiums incurred by the Hospital under subsections 6(b)(2) and 6(b)(3).

Section 4. **Agreements and Obligations of the Hospital.**

(a) Services. Utilizing the Bus, the Hospital shall provide mobile medical clinic services (the “Services”) in the Carver and Jeter neighborhoods of Opelika. The routes and stops of the mobile health clinic will be established jointly by Hospital and City personnel. The clinic will typically operate 8 hours per week, subject to designated holidays.

(b) Personnel. The Bus will be staffed by the Hospital with an intake worker or clerk, and a registered nurse, physician’s assistant or nurse practitioner, each of whom shall be trained in accordance with the minimum standards set forth by the State of Alabama.

(c) Management. Management of the mobile medical services will be handled by the Hospital’s Nursing Department. Day-to-day operations will be supervised by Jane Fullum.

(d) Medical Supplies. The Hospital will stock the Bus with medical supplies appropriate for primary health care services.

(e) Insurance. The Hospital shall obtain and maintain insurance coverage of the types and amounts described in Section 6.

Section 5. **Term.**

This Agreement shall be effective for a term of three (3) years beginning on January 1, 2020. Any party may terminate this agreement with at least 90 (90) days’ prior written notice of termination, with or without cause, at any time during the term of the Agreement.

Section 6. **Insurance.**

(a) City's Insurance Obligations. The City shall obtain and maintain the following types and amounts of insurance coverage:

(1) Workers compensation coverage for the City's employed personnel as required under state law. Workers compensation coverage must provide statutory limits.

(2) The City's insurance obligation shall not include property insurance for the Bus or comprehensive general liability for the Bus or the driver.

(b) The Hospital's insurance obligations. The Hospital shall obtain and maintain the following types and amounts of insurance coverage:

(1) Workers compensation coverage for the Hospital's employed personnel as required under state law. Workers compensation coverage must provide statutory limits.

(2) Comprehensive physical damage on the Bus owned by the City and leased to the Hospital. This coverage shall provide protection for collision damage to the Bus and its equipment and protection for the loss of or damage to the Bus from perils except collision. The City agrees to reimburse the Hospital for fifty percent (50%) of the amount of the premium for comprehensive physical damage insurance.

(3) Comprehensive commercial vehicle liability insurance with limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This coverage shall include the Bus and the driver leased by the City to the Hospital and shall include the following primary types of coverage:

- Bodily injury liability for damages that involve bodily injury to others
- Property damage liability for damage to property of others

- Medical payments for reasonable and necessary medical expenses for those who are accidentally injured while in the Bus or getting into or out of the Bus
- Uninsured/underinsured motorist coverage

The City, its officials and employees, shall be included as Additional Insureds on the comprehensive commercial liability policy. The City agrees to reimburse the Hospital for fifty percent (50%) of the amount of the insurance premium covering the Bus and Leased Employee.

(4) Professional liability insurance. Professional and comprehensive general and liability coverage covering the Hospital and its employed personnel, in the minimum amount of \$1,000,000 per occurrence and \$1,000,000 annual aggregate during the term of this Agreement.

(5) Any insurance requirement herein may be satisfied by the Hospital's program of self-insurance, except the coverages required under subsections 6(b)(2) and 6(b)(3).

(6) The Hospital shall furnish to the City duly issued certificates of insurance, naming the City as an "additional insured" showing in force comprehensive physical damage and comprehensive commercial vehicle liability insurance with limits as specified above.

Section 7. **Indemnity.**

(a) City. The City agrees to defend, indemnify and hold harmless the Hospital for any and all liability claims or liability costs and expenses which the Hospital may incur where said liability is incurred as a result of the negligence or malpractice of the City or its employees.

(b) Hospital. The Hospital agrees to defend, indemnify and hold harmless the City for any and all liability claims or liability costs and expenses which the City may incur

where said liability is incurred as a result of the negligence or malpractice of the Hospital or its employees.

The provisions of this Section shall survive the expiration or termination of this Agreement.

Section 8. **Medical Records.** The Hospital agrees to complete all required charting in the medical record in a prompt and timely manner and in accordance with any applicable policies and procedures of the Hospital. The ownership and right of control of all reports, records and supporting documents prepared in connection with the services contemplated herein shall vest exclusively with the Hospital. The Hospital agrees to maintain the security and privacy of all Protected Health Information in a manner consistent with Alabama and federal laws and regulations, including, but not limited to the HIPAA Privacy Regulations and the Security Regulations (45 C.F.R., Parts 160, 162 and 164).

Section 9. **Non-Discrimination.** The Parties agree to comply with all federal, state and local rules, regulations, executive orders and laws forbidding unlawful discrimination.

Section 10. **Relationship of Parties.** This MOU shall not be construed to create a relationship of a joint venture, partnership, brokers, employees, servants or agents between the Parties. The Parties to this MOU are acting as independent contractors representing their own respective independent institution, instrumentality or agency. With respect to any employee compensation for services provided in connection with this MOU, each Party will be responsible for paying their own employees, and properly withholding their own employees' taxes and other costs and fees as may be required.

Section 11. **Force Majeure.** A party shall not be liable for any failure of or delay in the performance of this MOU for the period that such failure or delay is due to causes beyond its

reasonable control, including, but not limited to, acts of God, war, terrorist attacks, strikes, labor disputes, changes in law, government orders or any other Force Majeure event. Where a Force Majeure event gives rise to a failure or delay in the party performing its obligations under this MOU, those obligations will be suspended for the duration of the Force Majeure event. A party who becomes aware of a Force Majeure event which gives rise to or is likely to give rise to, any failure or delay in performing its obligations under this MOU will: (a) forthwith notify the other parties; and (b) inform the other parties of the period for which it is estimated that such failure or delay will continue. The affected parties will take reasonable steps to mitigate the effects of the Force Majeure event.

Section 12. **Further assurances.** The Parties agree to execute and deliver any additional papers, documents and other assurances, and take all acts that are reasonably necessary to carry out the intent of this Agreement.

Section 13. **Agreement Governed Alabama Law.** It is the intention of the Parties hereto that this Agreement shall in all respects be governed by the laws of the State of Alabama.

Section 14. **Severability.** In the event that any provision hereof shall be held invalid or unenforceable by any court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provisions hereof.

Section 15. **Notices.** All notices, requests and other communications to be given or made hereunder shall be deemed sufficient and properly given or made, if in writing and sent by United States registered or certified mail, postage prepaid, addressed, as follows:

If to the City:	Gary Fuller, Mayor Opelika City Hall 204 South 7 th Street P.O. Box 390 Opelika, AL 36803
-----------------	--

If to the Hospital: Laura Grill
 President
 2000 Pepperell Parkway
 Opelika, AL 36801

The City and the Hospital may, by like notice, designate any further or different addresses to which subsequent notices shall be sent. Any notice hereunder signed on behalf of the notifying party by a duly authorized attorney-at-law shall be valid and effective to the same extent as if signed by such party or on its behalf by a duly authorized officer or employee.

IN WITNESS WHEREOF, the City and the Hospital have caused this Agreement to be executed in their respective corporate names and behalves by their duly authorized officers, have caused their corporate seals to be hereunto affixed and have caused this Agreement to be attested by their duly authorized officers, all in two counterparts, each of which shall be deemed an original, and the City and the Hospital have caused this Agreement to be dated as of _____, 2019.

THE CITY OF OPELIKA, ALABAMA,
 A MUNICIPAL CORPORATION

By: _____
 ITS MAYOR

ATTEST:

 CITY CLERK

THE EAST ALABAMA
 HEALTH CARE AUTHORITY

By: _____
 LAURA D. GRILL,
 ITS PRESIDENT

RESOLUTION NO. 326-19

OPD new Job Classifications, Job Descriptions, Adjustments to Pay Plan & Organizational Chart.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING NEW JOB CLASSIFICATIONS AND JOB DESCRIPTIONS FOR POLICE OFFICER I, POLICE OFFICER II AND POLICE OFFICER IN TRAINING FOR THE OPELIKA POLICE DEPARTMENT, APPROVING ADJUSTMENTS TO THE POLICE DEPARTMENT PAY PLAN AND APPROVING ORGANIZATIONAL CHART FOR THE POLICE DEPARTMENT

WHEREAS, the Mayor has submitted his recommendation to the City Council to authorize the new job classifications and job descriptions for Police Officer I, Police Officer II and Police Officer in Training and to amend the organizational chart of the Opelika Police Department; and

WHEREAS, the City has been engaged in a systematic re-evaluation of the City's job classification and pay plan for the Police Department; and

WHEREAS, the City has conducted a market analysis that compared the City's police positions to market peers; and

WHEREAS, Staff recommendations for adjustments to the pay plan have been submitted through the Mayor to the City Council; and

WHEREAS, the City Council hereby finds and determines that it is in the best interest of the City and its citizens to immediately implement the proposed adjustments to the Police Department classification pay plan.

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

Alabama, as follows:

1. That the new job classification of Police Officer I in the Opelika Police Department at pay grade 204 is hereby approved and authorized by the City Council.
2. That the job description of Police Officer I, attached hereto as Exhibit “A” and incorporated herein by reference, is hereby approved by the City Council.
3. That the new job classification of Police Officer II in the Opelika Police Department at pay grade 206 is hereby approved and authorized by the City Council.
4. That the job description of Police Officer II, attached hereto as Exhibit “B” and incorporated herein by reference, is hereby approved by the City Council.
5. That the new job classification of Police Officer in Training in the Opelika Police Department at pay grade 200 is hereby approved and authorized by the City Council.
6. That the job description of Police Officer in Training, attached hereto as Exhibit “C” and incorporated herein by reference, is hereby approved by the City Council.
7. That the aggregate number of authorized positions for Police Officer I, Police Officer II and Police Officer in Training is fifty-six (56) for the current fiscal year. The Mayor and Police Chief are authorized to fill all vacant positions so long as the total number of positions in said classification does not exceed fifty-six (56). With respect to said three (3) job classifications, the Mayor and Police Chief shall have the authority to move employees to whatever classified position they are qualified for so long as the aggregate number of employees in said three positions does not exceed fifty-six (56). For the current fiscal year, the number of authorized positions for the remaining job classifications in the Police Department is as follows:

Number of Authorized Positions	Job Titles
1	Chief
1	Assistant Chief
3	Captains
6	Lieutenants
15	Sergeants

8. That the Police Chief and the Controller are hereby authorized and directed to modify the organizational chart of the Opelika Police Department to implement the changes in personnel as contemplated by this Resolution.

9. That the proposed Pay Plan, marked as Exhibit “D”, attached hereto and incorporated by reference, is hereby adopted as the Classification Pay Plan for the Opelika Police Department.

10. That the Mayor is hereby authorized to implement the Opelika Police Department Classification Pay Plan as provided in Exhibit “D” and to expend appropriate funds in furtherance thereof.

11. That to account for the increases to salaries and benefits associated with the approval of this Classification Pay Plan, the Mayor and the Controller are authorized and directed to transfer adequate funds from the Unassigned Fund Balance to the appropriate salaries and wages accounts.

12. That the Controller and Director of Human Resources are authorized to make all necessary and appropriate budget transfers and adjustments and changes to the City’s current payroll and personnel systems to implement said job classification and pay plan.

13. That copies of the approved job classification and pay plan shall be maintained by the Human Resources Department and will be made available to employees, supervisors, department heads, and the public upon request.

14. The City Council reserves the right to amend, modify, supplement and/or change any part, paragraph, section or provision of the classification and pay plan, as it deems necessary.

15. All approved salary and wage increases will become effective beginning the first pay period after the adoption of this Resolution by the City Council.

16. 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

EXHIBIT “A”

CITY OF OPELIKA POSITION DESCRIPTION

Police Officer I Police Department

Job Summary

This position is FLSA nonexempt (full-time). This position works alone and with others in extreme outdoor weather conditions. The essential function of the position within the organization is to secure the safety of the residents of Opelika and to apprehend law violators. The position is responsible for enforcing local, state and federal laws and ordinances, patrolling, training, surveillance, public relations, apprehension of law violators, and preparing related paperwork and reports. The position works under general supervision according to some procedures; decides how and when to complete tasks.

Minimum Qualifications

- Requires high school diploma or GED.
- Requires State of Alabama Driver's License and Alabama Peace Officers Standard and Training certification.
- Requires one (1) year of experience as a police officer.
- Any equivalent combination of education, experience and training which provides the required knowledge, abilities and skills may be considered as determined by the hiring authority.
- Applicants are required to submit to a physical agility test, background check, to include polygraph, and random drug and alcohol testing as a condition of employment.

Essential Job Functions

- Conducts routine car patrols in residential and business areas of the City; maintains contact with business owners and residents to establish good relations; performs security checks for homes and businesses.
- Responds to calls for police assistance with situations such as domestic disputes, residential or business break-ins, vehicle accidents, or disputes among juveniles; apprehends law violators as appropriate; conducts surveillance of areas for suspected or potential criminal activity. These scenarios may call for quick movement and positioning oneself into low, high, or narrow spaces, as well as exposure to excessive noise, moving machinery, vehicular traffic, and blood pathogens.
- Provides field training for new officers in preparation for Basic Police Academy; trains new and seasoned officers in areas such as firearms, laws, departmental policies and procedures, preparation for courtroom testimony, departmental dress code, combat, and preparation of paperwork and reports.
- Performs public relations, teaching classes for citizens, providing tours of the Police Department, communicating information and answering questions at special events, and making presentations to various civic groups.

- Serves legal documents such as subpoenas or misdemeanor or felony warrants; assists with traffic control for funeral processions; transports prison inmates, paperwork, and animals as required; assists with fire and rescue calls.
- Provides for safe and convenient flow of vehicular and pedestrian traffic within the community; investigates traffic accidents; enforces traffic laws; reports unsafe road conditions to appropriate personnel; and conducts DUI/speeding checks.
- Issues civil or legal documents such as traffic citations; prepares forms and other documents as required; testifies in civil and criminal court proceedings or gives depositions.
- Communicates and exchanges information with others to complete required paperwork and prepares routine and special reports in compliance with departmental standards.
- Maintains equipment of responsibility; performs errands and other non-essential tasks not related to law enforcement as directed.
- Attends in-service training and technical or professional classes or seminars to improve technical and professional skills and maintain required certification.
- Regularly attends work.

Marginal Job Functions

- Serves as school resource officer, if assigned, teaching classes on the harmful effects of drugs, providing security for the assigned school, and assisting with conflict resolution within the school system.

Employment Policy

The City of Opelika is an Equal Opportunity, Affirmative Action, and Americans with Disabilities Act compliant employer. We consider applicants for all positions without regard to race, religion, color, national origin, gender (including pregnancy, childbirth or related medical conditions), sexual orientation, gender identity, gender expression, age, parental status, status as a protected veteran, status as an individual with a disability or any other legally protected status. In accordance with the Department of Justice regulations implementing Subtitle A of Title II of the Americans with Disabilities Act (42 U.S.C. 12131), the City of Opelika welcomes all reasonable requests for accommodations from prospective applicants. The City's ADA Coordinator can be reached at (334) 705-2083 or at ADA@opelika-al.gov.

EXHIBIT “B”

CITY OF OPELIKA POSITION DESCRIPTION

Police Officer II Police Department

Job Summary

This position is FLSA nonexempt (full-time). This position works alone and with others in extreme outdoor weather conditions. The essential function of the position within the organization is to secure the safety of the residents of Opelika and to apprehend law violators. The position is responsible for enforcing local, state and federal laws and ordinances, patrolling, training, surveillance, public relations, apprehension of law violators, and preparing related paperwork and reports. The position works under general supervision according to some procedures; decides how and when to complete tasks.

Minimum Qualifications

- Requires high school diploma or GED, and the equivalent of one year of college or specialized vocational training in law enforcement or a closely related field.
- Requires State of Alabama Driver's License and Alabama Peace Officers Standard and Training certification.
- Requires at least three (3) years of related experience.
- Any equivalent combination of education, experience and training which provides the required knowledge, abilities and skills may be considered as determined by the hiring authority.
- Applicants are required to submit to a physical agility test, background check, to include polygraph examination, and random drug and alcohol testing as a condition of employment.

Essential Job Functions

- Conducts routine car patrols in residential and business areas of the City; maintains contact with business owners and residents to establish good relations; performs security checks for homes and businesses.
- Responds to calls for police assistance with situations such as domestic disputes, residential or business break-ins, vehicle accidents, or disputes among juveniles; apprehends law violators as appropriate; conducts surveillance of areas for suspected or potential criminal activity. These scenarios may call for quick movement and positioning oneself into low, high, or narrow spaces, as well as exposure to excessive noise, moving machinery, vehicular traffic, and blood pathogens.
- Provides field training for new officers in preparation for Basic Police Academy; trains new and seasoned officers in areas such as firearms, laws, departmental policies and procedures, preparation for courtroom testimony, departmental dress code, combat, and preparation of paperwork and reports.

- Performs public relations, teaching classes for citizens, providing tours of the Police Department, communicating information and answering questions at special events, and making presentations to various civic groups.
- Serves legal documents such as subpoenas or misdemeanor or felony warrants; assists with traffic control for funeral processions; transports prison inmates, paperwork, and animals as required; assists with fire and rescue calls.
- Provides for safe and convenient flow of vehicular and pedestrian traffic within the community; investigates traffic accidents; enforces traffic laws; reports unsafe road conditions to appropriate personnel; and conducts DUI/speeding checks.
- Issues civil or legal documents such as traffic citations; prepares forms and other documents as required; testifies in civil and criminal court proceedings or gives depositions.
- Communicates and exchanges information with others to complete required paperwork and prepares routine and special reports in compliance with departmental standards.
- Maintains equipment of responsibility; performs errands and other non-essential tasks not related to law enforcement as directed.
- Attends in-service training and technical or professional classes or seminars to improve technical and professional skills and maintain required certification.
- Regularly attends work.

Marginal Job Functions

- Serves as school resource officer, teaching classes on the harmful effects of drugs, providing security for the assigned school, and assisting with conflict resolution within the school system.

Employment Policy

The City of Opelika is an Equal Opportunity, Affirmative Action, and Americans with Disabilities Act compliant employer. We consider applicants for all positions without regard to race, religion, color, national origin, gender (including pregnancy, childbirth or related medical conditions), sexual orientation, gender identity, gender expression, age, parental status, status as a protected veteran, status as an individual with a disability or any other legally protected status. In accordance with the Department of Justice regulations implementing Subtitle A of Title II of the Americans with Disabilities Act (42 U.S.C. 12131), the City of Opelika welcomes all reasonable requests for accommodations from prospective applicants. The City's ADA Coordinator can be reached at (334) 705-2083 or at ADA@opelika-al.gov.

EXHIBIT “C”

CITY OF OPELIKA POSITION DESCRIPTION

Police Officer In Training Police Department

Job Summary

This position is FLSA nonexempt (full-time). Under direct supervision, attend and successfully complete a Peace Officer Standards and Training (POST) certified basic police academy, receiving closely supervised training in: laws and codes; criminal justice system procedures; law enforcement and crime prevention techniques; officer safety; first aid; physical fitness and defensive tactics; handling and operation of emergency vehicles, firearms and equipment; radio codes and dispatching procedures; public contact skills, communication and interviewing; writing and editing police reports; investigation techniques; suspect contact, arrest and handling procedures; ethics; evidence collection and preservation; court testimony; and departmental rules and regulations. The position works under direct supervision according to some procedures; decides how and when to complete tasks.

Minimum Qualifications

Under close supervision, this position attends a Peace Officer Standards and Training (P.O.S.T.) certified police academy, participating in and passing all required classes.

To be considered for an entry-level position, the following requirements must be met:

- Successful complete State administered Basic Aptitude Test – unless applicants has an Associates Degree or higher.
- Requires high school diploma or GED.
- Must be at least 21 years of age at time of appointment.
- Must be a U.S. Citizen
- Must possess a valid Alabama driver's license or obtain one upon appointment.
- Must have a clear criminal record.
- Must not have been dishonorably discharged from the armed forces. Less than honorable discharged may be considered on certain circumstances.
- Take a Physical Agility Test consisting of performing 22 pushups in one minute, 25 sit-ups in one minute, run 1.5 miles in less than 15 minutes and 28 seconds. Scale a 6 ft fence, walk 15 ft on a balance beam, push a car 15 ft, drag a dummy weighing 165 lbs, 15 feet, and be able to crawl through a 2'x2' window opening, all in less than 90 seconds.
- Must undergo a full background check including a POLYGRAPH TEST.
- Must pass a post offer medical examination
- Must undergo testing for illegal substances.

Essential Job Functions

- Attends P.O.S.T. certified basic academy, participating in and passing all required classes.
- During training develops awareness and understanding of the functions and responsibilities of Police Officers.
- Must pass firearms training and must learn proper handling and firing of firearms;
- Must study and learn radio codes and applicable Penal Code sections;
- Must learn an overview of the court system and proper testifying techniques;
- Must study and become proficient in writing and editing police reports;
- Observing law enforcement activities such as maintenance of order, crime prevention, and protection of citizens and property;
- Must review and learn departmental rules, regulations, and procedures;
- Must learn and must become competent in arrest and control technique.
- Successfully learns to serves legal documents such as subpoenas or misdemeanor or felony warrants; assists with traffic control for funeral processions; transports prison inmates, paperwork, and animals as required; assists with fire and rescue calls.
- Successfully learns to provide safe and convenient flow of vehicular and pedestrian traffic within the community; investigates traffic accidents; enforces traffic laws; reports unsafe road conditions to appropriate personnel; and conducts DUI/speeding checks.
- Successfully learns to issue civil or legal documents such as traffic citations; prepares forms and other documents as required; testifies in civil and criminal court proceedings or gives depositions.
- Communicates and exchanges information with others to complete required paperwork and prepares routine and special reports in compliance with departmental standards.
- Maintains equipment of responsibility; performs errands and other non-essential tasks not related to law enforcement as directed.
- Attends in-service training and technical or professional classes or seminars to improve technical and professional skills and maintain required certification.
- Regularly attends work.

Marginal Job Functions

Employment Policy

The City of Opelika is an Equal Opportunity, Affirmative Action, and Americans with Disabilities Act compliant employer. We consider applicants for all positions without regard to race, religion, color, national origin, gender (including pregnancy, childbirth or related medical conditions), sexual orientation, gender identity, gender expression, age, parental status, status as a protected veteran, status as an individual with a disability or any other legally protected status. In accordance with the Department of Justice regulations implementing Subtitle A of Title II of the Americans with Disabilities Act (42 U.S.C. 12131), the City of Opelika welcomes all

reasonable requests for accommodations from prospective applicants. The City's ADA Coordinator can be reached at (334) 705-2083 or at ADA@opelika-al.gov.

EXHIBIT “D”

OPD SWORN CLASSIFICATION AND PAY PLAN

Class Code	Pay grade	Title	Prop. Rate	1st Minimum	Quartile	3rd Mid-point	Quartile	Maximum
5210	222	Chief of Police	\$47.60	99,000	111,375	123,750	136,125	148,500
5211	220	Assistant Chief of Police	\$43.75	91,000	102,375	113,750	125,125	136,500
5190	214	Police Captain	\$39.90	83,000	93,375	103,750	114,125	124,500
5180	212	Police Lieutenant	\$28.10	63,000	70,875	78,750	86,625	94,500
5170	210	Police Sergeant	\$25.87	58,000	65,250	72,500	79,750	87,000
5142	206	Police Officer II	\$22.75	51,000	57,375	63,750	70,125	76,500
5140	204	Police Officer I	\$21.41	48,000	54,000	60,000	66,000	72,000
5135	200	Officer in Training	\$20.07	45,000	50,625	56,250	61,875	67,500

RESOLUTION NO. 327-19

OPS new Job Classifications, Job Descriptions, Adjustments to Pay Plan & Organizational Chart.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING NEW JOB CLASSIFICATIONS
AND JOB DESCRIPTIONS FOR LINEMAN I, LINEMAN II,
LINEMAN III, SUBSTATION LINEMAN I, SUBSTATION LINEMAN II, LINE
FOREMAN I, LINE FOREMAN II AND LINE SUPERINTENDENT
IN THE OPELIKA POWER SERVICES DEPARTMENT, APPROVING
ADJUSTMENTS TO THE OPELIKA POWER SERVICES DEPARTMENT
PAY PLAN AND APPROVING ORGANIZATIONAL CHART
FOR THE OPELIKA POWER SERVICES DEPARTMENT**

WHEREAS, the Mayor has submitted his recommendation to the City Council to authorize the new job classifications and job descriptions for Lineman I, Lineman II, Lineman III, Substation Lineman I, Substation Lineman II, Line Foreman I, Line Foreman II and Line Superintendent and to amend the organizational chart of Opelika Power Services; and

WHEREAS, the City has been engaged in a systematic re-evaluation of the City's job classification and pay plan for Opelika Power Services; and

WHEREAS, the City staff has conducted a market analysis that compared Opelika Power Services positions to market peers; and

WHEREAS, the City Council hereby finds and determines that it is in the best interest of the City and its Citizens to immediately implement the proposed adjustments to the Opelika Power Services classification pay plan.

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

Alabama, as follows:

1. That the new job classification of Lineman I in the Opelika Power Services Department at pay grade 720 is hereby approved and authorized by the City Council.
2. That the job description of Lineman I, attached hereto as Exhibit “A” and incorporated herein by reference, is hereby approved by the City Council.
3. That the new job classification of Lineman II in the Opelika Power Services Department at pay grade 722 is hereby approved and authorized by the City Council.
4. That the job description of Lineman II, attached hereto as Exhibit “B” and incorporated herein by reference, is hereby approved by the City Council.
5. That the new job classification of Lineman III in the Opelika Power Services Department at pay grade 726 is hereby approved and authorized by the City Council.
6. That the job description of Lineman III, attached hereto as Exhibit “C” and incorporated herein by reference, is hereby approved by the City Council.
7. That the new job classification of Substation Lineman I in the Opelika Power Services Department at pay grade 722 is hereby approved and authorized by the City Council.
8. That the job description of Substation Lineman I, attached hereto as Exhibit “D” and incorporated herein by reference, is hereby approved by the City Council.
9. That the new job classification of Substation Lineman II in the Opelika Power Services Department at pay grade 726 is hereby approved and authorized by the City Council.
10. That the job description of Substation Lineman II, attached hereto as Exhibit “E” and incorporated herein by reference, is hereby approved by the City Council.

11. That the new job classification of Line Foreman I in the Opelika Power Services Department at pay grade 740 is hereby approved and authorized by the City Council.

12. That the job description of Line Foreman I, attached hereto as Exhibit “F” and incorporated herein by reference, is hereby approved by the City Council.

13. That the new job classification of Line Foreman II in the Opelika Power Services Department at pay grade 742 is hereby approved and authorized by the City Council.

14. That the job description of Line Foreman II, attached hereto as Exhibit “G” and incorporated herein by reference, is hereby approved by the City Council.

15. That the new job classification of Line Superintendent in the Opelika Power Services Department at pay grade 744 is hereby approved and authorized by the City Council.

16. That the job description of Line Superintendent, attached hereto as Exhibit “H” and incorporated herein by reference, is hereby approved by the City Council.

17. That the aggregate number of authorized positions for Groundman, Apprentice Lineman 1 thru 4, Lineman I, Lineman II, Lineman III, Substation Lineman I and Substation Lineman II is eighteen (18) for the current fiscal year. The Mayor and the Director of Opelika Power Services are authorized to fill all vacant positions so long as the total number of positions in said classification does not exceed eighteen (18). That the aggregate number of authorized positions for the job classifications of Line Foreman I and Line Foreman II is three (3) for the current fiscal year. For the current fiscal year, one (1) position is authorized for the new classification of line superintendent.

18. That the Director of Opelika Power Services and the Controller are hereby

authorized and directed to modify the organizational chart of Opelika Power Services to implement the changes in personnel as contemplated by this Resolution.

19. That the proposed Pay Plan, marked as Exhibit “I”, attached hereto and incorporated by reference, is hereby adopted as the Classification Pay Plan for the Opelika Power Services Department.

20. That the Mayor is hereby authorized to implement the Opelika Power Services Department Classification Pay Plan as provided in Exhibit “I” and to expend appropriate funds in furtherance thereof.

21. That to account for the increases to salaries and benefits associated with the approval of this Classification Pay Plan, the Mayor and the Controller are authorized and directed to transfer adequate funds from the Unrestricted Fund Balance to the appropriate salaries and wages accounts.

22. That the Controller and Director of Human Resources are authorized to make all necessary and appropriate budget transfers and adjustments and changes to the City’s current payroll and personnel systems to implement said job classification and pay plan.

23. That copies of the approved job classification and pay plan shall be maintained by the Human Resources Department and will be made available to employees, supervisors, department heads, and the public upon request.

24. The City Council reserves the right to amend, modify, supplement and/or change any part, paragraph, section or provision of the classification and pay plan, as it deems necessary.

25. All approved salary and wage increases will become effective beginning the first

pay period after the adoption of this Resolution by the City Council.

26. 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

EXHIBIT “A”

CITY OF OPELIKA POSITION DESCRIPTION

Lineman I Opelika Power Services

Job Summary

This position is FLSA nonexempt (full-time). This position works with others in extreme outdoor weather conditions. This position is responsible for participating in the construction, repair and maintenance of the electrical distribution system.

Minimum Qualifications

- Knowledge and level of competency commonly associated with completion of specialized training in the field of work, in addition to basic skills typically associated with a high school education.
- Sufficient experience to understand the basic principles relevant to the major duties of the position, usually associated with the completion of an apprenticeship/internship or having had a similar position for one to two years.
- Must possess and maintain a valid Class A CDL driver's license issued by the State of Alabama for the type of vehicle or equipment operated. If Class A CDL is from another state, a condition of continued employment is obtaining a Class A CDL issued by the State of Alabama within six (6) months of employment.
- Any equivalent combination of education, experience and training which provides the required knowledge, abilities and skills may be considered as determined by the hiring authority.
- Certified in pole-top rescue, bucket rescue, CPR, and first aid.
- Successful completion of a certified lineman apprentice program.
- Applicants are required to submit to a background check and random drug and alcohol testing as a condition of employment.
- Candidate must successfully pass a Post-Offer – Validated Essential Job Functions and Physical Demands Evaluation.

Essential Job Functions

- Safely and effectively operates equipment to dig holes for new or replacement poles, set poles and anchors, and install materials on poles in the construction and maintenance of overhead power lines.
- Works on de-energized and energized power lines to replace or install new lines and related equipment and materials; installs metering equipment; ensures compliance with American Public Power Association and city safety standards.
- Drives, operates and maintains assigned bucket or derrick truck; assists with other departmental equipment maintenance as required. Performs daily DOT and boom

inspections.

- Assists in the maintenance and operation of system substation equipment.
- Installs cable, conduit, transformers, and pedestals for underground power to customers; performs maintenance and repairs on underground cable and other devices; pulls and removes old poles; installs unmetered and streetlights.
- Repairs damaged power equipment; climbs poles and works on power lines as required.
- Builds transformer banks; maintains city-wide street, park, and customer-leased lighting.
- Attends and completes designated advance lineman training courses.
- Interacts with the public to provide information or discuss concerns and complaints.
- Responds to after-hours emergencies.
- Assists in the training of apprentice line personnel in the proper and safe installation and operation of the electric distribution system; maintains records of employee progress.
- The employee may be exposed to noise, dust, dirt, grease, machinery with moving parts, and occasional cold or inclement weather. Some of the work is performed on utility poles, in elevated buckets, and in the presence of electrified lines. The work requires the use of protective devices such as masks, goggles, gloves, etc.
- Distinguishes objects by sight, depth, and color in low light conditions to repair or test electrical distribution system.
- Communicates and exchanges information with crew to promote safety at the worksite.
- Positions self to enter and exit trucks and buckets; ascend and descend ladders and utility poles; and balances on uneven terrain to perform maintenance on city power equipment. Positions self to navigate low or tight areas to construct or test an electrical distribution system.
- Transports equipment up to 30 pounds (tool belt and wires) ½ mile, raises equipment up to 131 pounds (wire reel) 50 inches, raises equipment weighing up to 80 pounds(light fixture) to a ceiling, exerts an excess of 150 pounds of force to navigate utility poles, and shovels up to 8 hours at a time.
- Reaches forward and overhead, controls buttons and levers, and manipulates tools and small objects to perform maintenance.
- An aerial device (ex. Bucket truck and backyard machine) is required to build and maintain the electrical distribution system; the weight limit for an employee to work from an aerial device is 260 pounds.
- Regularly attends work.

Marginal Job Functions

- Performs related duties.
- Travel to attend workshops, training seminars, and events to improve technical or professional skills.

Knowledge, Skills, and Abilities

- Knowledge of the methods, practices, tools, materials and equipment involved in the construction, maintenance, and repair of an electric distribution system.
- knowledge of relevant state and federal regulations.

- Knowledge of safe work practices and procedures.
- Knowledge of agency policies and procedures.
- Skill in utilizing specialized tools and equipment related to the construction, repair and maintenance of electric distribution system.
- Skill in the operation of computers, tablets, smartphones and job-related software programs.
- Skill in reading and interpreting maps and drawings.
- Skill in oral and written communication.
- Ability to have regular and predictable attendance at work.

Employment Policy

The City of Opelika is an Equal Opportunity, Affirmative Action, and Americans with Disabilities Act compliant employer. We consider applicants for all positions without regard to race, religion, color, national origin, gender (including pregnancy, childbirth or related medical conditions), sexual orientation, gender identity, gender expression, age, parental status, status as a protected veteran, status as an individual with a disability or any other legally protected status. In accordance with the Department of Justice regulations implementing Subtitle A of Title II of the Americans with Disabilities Act (42 U.S.C. 12131), the City of Opelika welcomes all reasonable requests for accommodations from prospective applicants. The City's ADA Coordinator can be reached at (334) 705-2083 or at ADA@opelika-al.gov.

EXHIBIT “B”

CITY OF OPELIKA POSITION DESCRIPTION

Lineman II Opelika Power Services

Job Summary

This position is FLSA nonexempt (full-time). This position works with others in extreme outdoor weather conditions. This position is responsible for participating in the construction, repair and maintenance of the electrical distribution system.

Minimum Qualifications

- Knowledge and level of competency commonly associated with completion of specialized training in the field of work, in addition to basic skills typically associated with a high school education.
- Sufficient experience to understand the basic principles relevant to the major duties of the position, usually associated with the completion of an apprenticeship/internship or having had a similar position for one to two years.
- Must possess and maintain a valid Class A CDL driver's license issued by the State of Alabama for the type of vehicle or equipment operated. If Class A CDL is from another state, a condition of continued employment is obtaining a Class A CDL issued by the State of Alabama within six (6) months of employment.
- Any equivalent combination of education, experience and training which provides the required knowledge, abilities and skills may be considered as determined by the hiring authority.
- Certified in pole-top rescue, bucket rescue, CPR, and first aid.
- Successful completion of a designated advanced lineman certification program and two years of experience at a lineman level.
- Applicants are required to submit to a background check and random drug and alcohol testing as a condition of employment.
- Candidate must successfully pass a Post-Offer – Validated Essential Job Functions and Physical Demands Evaluation.

Essential Job Functions

- Safely and effectively operates equipment to dig holes for new or replacement poles, set poles and anchors, and install materials on poles in the construction and maintenance of overhead power lines.
- Works on de-energized and energized power lines to replace or install new lines and related equipment and materials; installs metering equipment; ensures compliance with American Public Power Association and city safety standards.
- Drives, operates and maintains assigned bucket or derrick truck; assists with other

departmental equipment maintenance as required. Performs daily DOT and boom inspections.

- Assists in the maintenance and operation of system substation equipment.
- Installs cable, conduit, transformers, and pedestals for underground power to customers; performs maintenance and repairs on underground cable and other devices; pulls and removes old poles; installs unmetered and streetlights.
- Repairs damaged power equipment; climbs poles and works on power lines as required.
- Builds transformer banks; maintains city-wide street, park, and customer-leased lighting.
- Interacts with the public to provide information or discuss concerns and complaints.
- Responds to after-hours emergencies.
- Assists in the training of apprentice line personnel in the proper and safe installation and operation of the electric distribution system; maintains records of employee progress.
- The employee may be exposed to noise, dust, dirt, grease, machinery with moving parts, and occasional cold or inclement weather. Some of the work is performed on utility poles, in elevated buckets, and in the presence of electrified lines. The work requires the use of protective devices such as masks, goggles, gloves, etc.
- Distinguishes objects by sight, depth, and color in low light conditions to repair or test electrical distribution system.
- Communicates and exchanges information with crew to promote safety at the worksite.
- Positions self to enter and exit trucks and buckets; ascend and descend ladders and utility poles; and balances on uneven terrain to perform maintenance on city power equipment. Positions self to navigate low or tight areas to construct or test an electrical distribution system.
- Transports equipment up to 30 pounds (tool belt and wires) ½ mile, raises equipment up to 131 pounds (wire reel) 50 inches, raises equipment weighing up to 80 pounds(light fixture) to a ceiling, exerts an excess of 150 pounds of force to navigate utility poles, and shovels up to 8 hours at a time.
- Reaches forward and overhead, controls buttons and levers, and manipulates tools and small objects to perform maintenance.
- An aerial device (ex. Bucket truck and backyard machine) is required to build and maintain the electrical distribution system; the weight limit for an employee to work from an aerial device is 260 pounds.
- Regularly attends work.

Marginal Job Functions

- Performs related duties.
- Travel to attend workshops, training seminars, and events to improve technical or professional skills.

Knowledge, Skills, and Abilities

- Knowledge of the methods, practices, tools, materials and equipment involved in the construction, maintenance, and repair of an electric distribution system.
- knowledge of relevant state and federal regulations.

- Knowledge of safe work practices and procedures.
- Knowledge of agency policies and procedures.
- Skill in utilizing specialized tools and equipment related to the construction, repair and maintenance of electric distribution system.
- Skill in the operation of computers, tablets, smartphones and job-related software programs.
- Skill in reading and interpreting maps and drawings.
- Skill in oral and written communication.
- Ability to have regular and predictable attendance at work.

Employment Policy

The City of Opelika is an Equal Opportunity, Affirmative Action, and Americans with Disabilities Act compliant employer. We consider applicants for all positions without regard to race, religion, color, national origin, gender (including pregnancy, childbirth or related medical conditions), sexual orientation, gender identity, gender expression, age, parental status, status as a protected veteran, status as an individual with a disability or any other legally protected status. In accordance with the Department of Justice regulations implementing Subtitle A of Title II of the Americans with Disabilities Act (42 U.S.C. 12131), the City of Opelika welcomes all reasonable requests for accommodations from prospective applicants. The City's ADA Coordinator can be reached at (334) 705-2083 or at ADA@opelika-al.gov.

EXHIBIT “C”

CITY OF OPELIKA POSITION DESCRIPTION

Lineman III Opelika Power Services

Job Summary

This position is FLSA nonexempt (full-time). This position works with others in extreme outdoor weather conditions. This position is responsible for leading a three-person crew and participating in the construction, repair and maintenance of the electrical distribution system.

Minimum Qualifications

- Knowledge and level of competency commonly associated with completion of specialized training in the field of work, in addition to basic skills typically associated with a high school education.
- Sufficient experience to understand the basic principles relevant to the major duties of the position, usually associated with the completion of an apprenticeship/internship or having had a similar position for one to two years.
- Must possess and maintain a valid Class A CDL driver's license issued by the State of Alabama for the type of vehicle or equipment operated. If Class A CDL is from another state, a condition of continued employment is obtaining a Class A CDL issued by the State of Alabama within six (6) months of employment.
- Any equivalent combination of education, experience and training which provides the required knowledge, abilities and skills may be considered as determined by the hiring authority.
- Certified in pole-top rescue, bucket rescue, CPR, and first aid.
- Successful completion of a designated advanced lineman certification program and two years of experience at a lineman level.
- Applicants are required to submit to a background check and random drug and alcohol testing as a condition of employment.
- Candidate must successfully pass a Post-Offer – Validated Essential Job Functions and Physical Demands Evaluation.

Essential Job Functions

- Safely and effectively operates equipment to dig holes for new or replacement poles, set poles and anchors, and install materials on poles in the construction and maintenance of overhead power lines.
- Works on de-energized and energized power lines to replace or install new lines and related equipment and materials; installs metering equipment; ensures compliance with American Public Power Association and city safety standards.
- Drives, operates and maintains assigned bucket or derrick truck; assists with other

departmental equipment maintenance as required. Performs daily DOT and boom inspections.

- Assists in the maintenance and operation of system substation equipment.
- Installs cable, conduit, transformers, and pedestals for underground power to customers; performs maintenance and repairs on underground cable and other devices; pulls and removes old poles; installs unmetered and streetlights.
- Repairs damaged power equipment; climbs poles and works on power lines as required.
- Builds transformer banks; maintains city-wide street, park, and customer-leased lighting.
- Interacts with the public to provide information or discuss concerns and complaints.
- Responds to after-hours emergencies.
- Assists in the training of apprentice line personnel in the proper and safe installation and operation of the electric distribution system; maintains records of employee progress.
- The employee may be exposed to noise, dust, dirt, grease, machinery with moving parts, and occasional cold or inclement weather. Some of the work is performed on utility poles, in elevated buckets, and in the presence of electrified lines. The work requires the use of protective devices such as masks, goggles, gloves, etc.
- Distinguishes objects by sight, depth, and color in low light conditions to repair or test electrical distribution system.
- Communicates and exchanges information with crew to promote safety at the worksite.
- Positions self to enter and exit trucks and buckets; ascend and descend ladders and utility poles; and balances on uneven terrain to perform maintenance on city power equipment. Positions self to navigate low or tight areas to construct or test an electrical distribution system.
- Transports equipment up to 30 pounds (tool belt and wires) ½ mile, raises equipment up to 131 pounds (wire reel) 50 inches, raises equipment weighing up to 80 pounds(light fixture) to a ceiling, exerts an excess of 150 pounds of force to navigate utility poles, and shovels up to 8 hours at a time.
- Reaches forward and overhead, controls buttons and levers, and manipulates tools and small objects to perform maintenance.
- An aerial device (ex. Bucket truck and backyard machine) is required to build and maintain the electrical distribution system; the weight limit for an employee to work from an aerial device is 260 pounds.
- Regularly attends work.

Marginal Job Functions

- Performs related duties.
- Travel to attend workshops, training seminars, and events to improve technical or professional skills.

Knowledge, Skills, and Abilities

- Knowledge of the methods, practices, tools, materials and equipment involved in the construction, maintenance, and repair of an electric distribution system.
- knowledge of relevant state and federal regulations.

- Knowledge of safe work practices and procedures.
- Knowledge of agency policies and procedures.
- Skill in utilizing specialized tools and equipment related to the construction, repair and maintenance of electric distribution system.
- Skill in the operation of computers, tablets, smartphones and job-related software programs.
- Skill in reading and interpreting maps and drawings.
- Skill in oral and written communication.
- Ability to have regular and predictable attendance at work.

Employment Policy

The City of Opelika is an Equal Opportunity, Affirmative Action, and Americans with Disabilities Act compliant employer. We consider applicants for all positions without regard to race, religion, color, national origin, gender (including pregnancy, childbirth or related medical conditions), sexual orientation, gender identity, gender expression, age, parental status, status as a protected veteran, status as an individual with a disability or any other legally protected status. In accordance with the Department of Justice regulations implementing Subtitle A of Title II of the Americans with Disabilities Act (42 U.S.C. 12131), the City of Opelika welcomes all reasonable requests for accommodations from prospective applicants. The City's ADA Coordinator can be reached at (334) 705-2083 or at ADA@opelika-al.gov.

EXHIBIT “D”

CITY OF OPELIKA POSITION DESCRIPTION

Substation Lineman I Opelika Power Services

Job Summary

This position is FLSA nonexempt (full-time). This position works with others in extreme outdoor weather conditions. This position is responsible to install, construct, inspect, repair and maintain all electrical substation equipment such as: high voltage transformers, power circuit breakers and instrument transformers, structures, conductors, conduits, switches, regulators, motors, pumps, controls, SCADA equipment, and other components from low to high voltage.

Minimum Qualifications

- Ability to read, write and perform mathematical calculations at a level commonly associated with the completion of high school or equivalent.
- Must possess and maintain a valid Class A CDL driver's license issued by the State of Alabama for the type of vehicle or equipment operated. If Class A CDL is from another state, a condition of continued employment is obtaining a Class A CDL issued by the State of Alabama within six (6) months of employment.
- Sufficient experience to understand the basic principles relevant to the major duties of the position, usually associated with the completion of an apprenticeship/internship or having had a similar position for one to two years.
- Any equivalent combination of education, experience and training which provides the required knowledge, abilities and skills may be considered as determined by the hiring authority.
- Certified in pole-top rescue, bucket rescue, CPR, and first aid.
- Successful completion of a designated advanced lineman or substation certification program and two years of experience at a lineman level.
- Applicants are required to submit to a background check and random drug and alcohol testing as a condition of employment.
- Candidate must successfully pass a Post-Offer – Validated Essential Job Functions and Physical Demands Evaluation.

Essential Job Functions

- Installs steel structures, insulators, and bus; installs high voltage switches, disconnects, and fuses.
- Installs, splices, and terminates high-voltage cables; installs high voltage transformers and circuit breakers; installs conduit, wire ways, raceway, fittings, wiring, cabling, conductors, and circuits.

- Installs underground service conduit, cables, and ground grids; installs equipment, switchgear, motor control centers, motor operated valves, and pressurized systems; installs and maintains batteries and related equipment.
- Operates equipment such as boom and bucket trucks, forklifts, aerial equipment, and uses rigging and lifting techniques to install large equipment. Climbs ladders and steel structures. Uses appropriate fall protection devices.
- Operates hand and power tools such as drills and power saws to perform installations and preparations in electrical areas.
- Reads and interprets mechanical and electrical drawings, diagrams, and instructions such as layout and erection diagrams, structural elevations, exploded views, cutaway diagrams, and related information.
- Follows processes and procedures for hazardous materials handling/testing during installation of large oil filled electrical equipment.
- Installs Microprocessor Relay panels and Protection Schemes for Line, Bus, Generator, and Transformer protection.
- Attends and completes designated advance substation training courses.
- Must have ability to communicate and exchange information with others.
- Maintains, tests, troubleshoots, and repairs power transformers, regulators, and auxiliary equipment such as bushings, surge arresters, cooling equipment, and tap changers.
- Maintains, tests, troubleshoots, and repairs power circuit breakers and operating mechanisms including hydraulic, pneumatic, solenoid operated and other stored energy systems.
- Maintains, tests, troubleshoots, and repairs motors and motor control equipment; maintains, tests, troubleshoots, and repairs control circuits.
- Maintains appropriate and required testing and maintenance records.
- Follows safety procedures when performing clearance, switching, verification, grounding, and working on or around high voltage systems
- The employee may be exposed to noise, dust, dirt, grease, machinery with moving parts, and occasional cold or inclement weather. Some of the work is performed on utility poles, in elevated buckets, and in the presence of electrified lines. The work requires the use of protective devices such as masks, goggles, gloves, etc.
- Distinguishes objects by sight, depth, and color in low light conditions to repair or test electrical distribution system.
- Communicates and exchanges information with crew to promote safety at the worksite.
- Positions self to enter and exit trucks and buckets; ascend and descend ladders and utility poles; and balances on uneven terrain to perform maintenance on city power equipment. Positions self to navigate low or tight areas to construct or test an electrical distribution system.
- Transports equipment up to 30 pounds (tool belt and wires) ½ mile, raises equipment up to 131 pounds (wire reel) 50 inches, raises equipment weighing up to 80 pounds(light fixture) to a ceiling, exerts an excess of 150 pounds of force to navigate utility poles, and shovels up to 8 hours at a time.
- Reaches forward and overhead, controls buttons and levers, and manipulates tools and small objects to perform maintenance.
- An aerial device (ex. Bucket truck and backyard machine) is required to build and maintain the electrical distribution system; the weight limit for an employee to work

- from an aerial device is 260 pounds.
- Regularly attends work.

Marginal Job Functions

- Performs related duties.
- Travel to attend workshops, training seminars, and events to improve technical or professional skills.

Knowledge, Skills, and Abilities

- Basic mathematics including multiplication, division, addition, subtraction, decimals, fractions, square roots, exponents, and basic algebra and trigonometry to compute calculations and understand electrical theory.
- Electrical terminology and theory; appropriate use of English grammar in order to understand and comprehend instructions and communicate information; electrical safety rules and regulations; preventative maintenance on electrical equipment; electrical installations; switchgear; electrical rotating machinery, such as motors and generators; common and special tools used in electrical work; ferrous and nonferrous materials; procedures to machine a variety of materials; and, sheet metal work, lay out and manufacture.
- Comprehend and apply technical information in shop manuals and training texts; follow written and oral instructions for installation, maintenance, and repair of equipment; develop and maintain effective working relationships with all groups of individuals; complete forms, requisitions, reports, and document work performed; perform work at heights, in confined spaces, and use ladders in a safe manner; perform required math calculations, including algebra and trigonometry; distinguish colors; use testing equipment such as ammeters, meggers, circuit breaker test sets, AC Power Factor test sets and volt/ohm meters.
- Demonstrates the ability and willingness to be “on-call” and participate in the “Call Schedule”.
- Demonstrates the ability and willingness to work alone or with others.
- Demonstrates the ability and willingness to train others, both formally and hands-on, to perform substation construction, inspections, troubleshooting, and maintenance.
- Demonstrates a good understanding and working knowledge of the Safety Rules, safety processes, and procedures associated with substation work.
- Skill in the operation of computers, tablets, smartphones and job-related software programs.
- Ability to have regular and predictable attendance at work.

Employment Policy

The City of Opelika is an Equal Opportunity, Affirmative Action, and Americans with Disabilities Act compliant employer. We consider applicants for all positions without regard to race, religion, color, national origin, gender (including pregnancy, childbirth or related medical conditions), sexual orientation, gender identity, gender expression, age, parental status, status as a protected veteran, status as an individual with a disability or any other legally protected status. In accordance with the Department of Justice regulations implementing Subtitle A of Title II of the Americans with Disabilities Act (42 U.S.C. 12131), the City of Opelika welcomes all reasonable requests for accommodations from prospective applicants. The City's ADA Coordinator can be reached at (334) 705-2083 or at ADA@opelika-al.gov.

EXHIBIT “E”

CITY OF OPELIKA POSITION DESCRIPTION

Substation Lineman II Opelika Power Services

Job Summary

This position is FLSA nonexempt (full-time). This position leads a crew and works with others in extreme outdoor weather conditions. This position is responsible to install, construct, inspect, repair and maintain all electrical substation equipment such as: high voltage transformers, power circuit breakers and instrument transformers, structures, conductors, conduits, switches, regulators, motors, pumps, controls, SCADA equipment, and other components from low to high voltage.

Minimum Qualifications

- Ability to read, write and perform mathematical calculations at a level commonly associated with the completion of high school or equivalent.
- Must possess and maintain a valid Class A CDL driver's license issued by the State of Alabama for the type of vehicle or equipment operated. If Class A CDL is from another state, a condition of continued employment is obtaining a Class A CDL issued by the State of Alabama within six (6) months of employment.
- Sufficient experience to understand the basic principles relevant to the major duties of the position, usually associated with the completion of an apprenticeship/internship or having had a similar position for three to four years.
- Any equivalent combination of education, experience and training which provides the required knowledge, abilities and skills may be considered as determined by the hiring authority.
- Certified in pole-top rescue, bucket rescue, CPR, and first aid.
- Successful completion of a designated substation certification program and four years of experience at a substation lineman level.
- Applicants are required to submit to a background check and random drug and alcohol testing as a condition of employment.
- Candidate must successfully pass a Post-Offer – Validated Essential Job Functions and Physical Demands Evaluation.

Essential Job Functions

- Installs steel structures, insulators, and bus; installs high voltage switches, disconnects, and fuses.
- Installs, splices, and terminates high-voltage cables; installs high voltage transformers and circuit breakers; installs conduit, wire ways, raceway, fittings, wiring, cabling, conductors, and circuits.

- Installs underground service conduit, cables, and ground grids; installs equipment, switchgear, motor control centers, motor operated valves, and pressurized systems; installs and maintains batteries and related equipment.
- Operates equipment such as boom and bucket trucks, forklifts, aerial equipment, and uses rigging and lifting techniques to install large equipment. Climbs ladders and steel structures. Uses appropriate fall protection devices.
- Operates hand and power tools such as drills and power saws to perform installations and preparations in electrical areas.
- Reads and interprets mechanical and electrical drawings, diagrams, and instructions such as layout and erection diagrams, structural elevations, exploded views, cutaway diagrams, and related information.
- Follows processes and procedures for hazardous materials handling/testing during installation of large oil filled electrical equipment.
- Installs Microprocessor Relay panels and Protection Schemes for Line, Bus, Generator, and Transformer protection.
- Must have ability to communicate and exchange information with others.
- Maintains, tests, troubleshoots, and repairs power transformers, regulators, and auxiliary equipment such as bushings, surge arresters, cooling equipment, and tap changers.
- Maintains, tests, troubleshoots, and repairs power circuit breakers and operating mechanisms including hydraulic, pneumatic, solenoid operated and other stored energy systems.
- Maintains, tests, troubleshoots, and repairs motors and motor control equipment; maintains, tests, troubleshoots, and repairs control circuits.
- Maintains appropriate and required testing and maintenance records.
- Follows safety procedures when performing clearance, switching, verification, grounding, and working on or around high voltage systems
- The employee may be exposed to noise, dust, dirt, grease, machinery with moving parts, and occasional cold or inclement weather. Some of the work is performed on utility poles, in elevated buckets, and in the presence of electrified lines. The work requires the use of protective devices such as masks, goggles, gloves, etc.
- Distinguishes objects by sight, depth, and color in low light conditions to repair or test electrical distribution system.
- Communicates and exchanges information with crew to promote safety at the worksite.
- Positions self to enter and exit trucks and buckets; ascend and descend ladders and utility poles; and balances on uneven terrain to perform maintenance on city power equipment. Positions self to navigate low or tight areas to construct or test an electrical distribution system.
- Transports equipment up to 30 pounds (tool belt and wires) ½ mile, raises equipment up to 131 pounds (wire reel) 50 inches, raises equipment weighing up to 80 pounds(light fixture) to a ceiling, exerts an excess of 150 pounds of force to navigate utility poles, and shovels up to 8 hours at a time.
- Reaches forward and overhead, controls buttons and levers, and manipulates tools and small objects to perform maintenance.
- An aerial device (ex. Bucket truck and backyard machine) is required to build and maintain the electrical distribution system; the weight limit for an employee to work from an aerial device is 260 pounds.

- Regularly attends work.

Marginal Job Functions

- Performs related duties.
- Travel to attend workshops, training seminars, and events to improve technical or professional skills.

Knowledge, Skills, and Abilities

- Basic mathematics including multiplication, division, addition, subtraction, decimals, fractions, square roots, exponents, and basic algebra and trigonometry to compute calculations and understand electrical theory.
- Electrical terminology and theory; appropriate use of English grammar in order to understand and comprehend instructions and communicate information; electrical safety rules and regulations; preventative maintenance on electrical equipment; electrical installations; switchgear; electrical rotating machinery, such as motors and generators; common and special tools used in electrical work; ferrous and nonferrous materials; procedures to machine a variety of materials; and, sheet metal work, lay out and manufacture.
- Comprehend and apply technical information in shop manuals and training texts; follow written and oral instructions for installation, maintenance, and repair of equipment; develop and maintain effective working relationships with all groups of individuals; complete forms, requisitions, reports, and document work performed; perform work at heights, in confined spaces, and use ladders in a safe manner; perform required math calculations, including algebra and trigonometry; distinguish colors; use testing equipment such as ammeters, meggers, circuit breaker test sets, AC Power Factor test sets and volt/ohm meters.
- Demonstrates the ability and willingness to be “on-call” and participate in the “Call Schedule”.
- Demonstrates the ability and willingness to work alone or with others.
- Demonstrates the ability and willingness to train others, both formally and hands-on, to perform substation construction, inspections, troubleshooting, and maintenance.
- Demonstrates a good understanding and working knowledge of the Safety Rules, safety processes, and procedures associated with substation work.
- Skill in the operation of computers, tablets, smartphones and job-related software programs.
- Ability to have regular and predictable attendance at work.

Employment Policy

The City of Opelika is an Equal Opportunity, Affirmative Action, and Americans with Disabilities Act compliant employer. We consider applicants for all positions without regard to race, religion, color, national origin, gender (including pregnancy, childbirth or related medical conditions), sexual orientation, gender identity, gender expression, age, parental status, status as a protected veteran, status as an individual with a disability or any other legally protected status. In accordance with the Department of Justice regulations implementing Subtitle A of Title II of the Americans with Disabilities Act (42 U.S.C. 12131), the City of Opelika welcomes all reasonable requests for accommodations from prospective applicants. The City's ADA Coordinator can be reached at (334) 705-2083 or at ADA@opelika-al.gov.

EXHIBIT “F”

CITY OF OPELIKA POSITION DESCRIPTION

Line Foreman I Opelika Power Services

Job Summary

This position is FLSA nonexempt (full-time). This position works with others in extreme outdoor weather conditions. This position is responsible for supervising and participating in the work of personnel engaged in the construction, repair and maintenance of the electrical distribution system.

Minimum Qualifications

- Knowledge and level of competency commonly associated with completion of specialized training in the field of work, in addition to basic skills typically associated with a high school education.
- Experience sufficient to thoroughly understand the work of subordinate positions to be able to answer questions and resolve problems, usually associated with three or more years of experience or service.
- Must possess and maintain a valid Class A CDL driver's license issued by the State of Alabama for the type of vehicle or equipment operated. If Class A CDL is from another state, a condition of continued employment is obtaining a Class A CDL issued by the State of Alabama within six (6) months of employment.
- Any equivalent combination of education, experience and training which provides the required knowledge, abilities and skills may be considered as determined by the hiring authority.
- Certified in pole-top rescue, bucket rescue, CPR, and first aid.
- Successful completion of a designated advanced lineman certification program and four years of experience at a lineman level.
- Applicants are required to submit to a background check and random drug and alcohol testing as a condition of employment.
- Candidate must successfully pass a Post-Offer – Validated Essential Job Functions and Physical Demands Evaluation.

Essential Job Functions

- Supervises the work of assigned personnel, including selecting or recommending selection, assigning and evaluating work, counseling, disciplining, terminating or recommending termination.
- Oversees the operation of equipment to dig holes for new or replacement poles, set poles and anchors, and install materials on poles in the construction and maintenance of overhead power lines; builds transformer banks; maintains street and leased lighting.

- Works on de-energized and energized power lines to replace or install new lines and related equipment and materials; installs metering equipment; ensures compliance with American Public Power Association and city safety standards.
- Oversees the operation and maintenance of department equipment; performs routine inspections to ensure the proper maintenance and functioning of equipment.
- Installs, inspects, maintains, repairs and tests electric substation equipment, including relays, lighting arresters, voltage regulators, or power transformers.
- Ensures that all assigned equipment is properly maintained and inspected.
- Attends and completes designated foreman's academy.
- Installs cable, conduit, transformers, and pedestals for underground power to customers; performs maintenance and repair on underground cable; oversees and performs underground line locations.
- Performs troubleshooting of electric distribution systems; repairs damaged power poles, lines, and equipment; climbs poles and works on power lines.
- Assists with the planning and development of construction projects.
- Interacts with the public to provide information or discuss concerns and complaints.
- Prepares required reports; analyzes work orders and blueprints.
- Attends staff, safety and other professional meetings; attends in-service training and technical or professional classes, seminars or conferences.
- Responds to after-hours emergencies.
- The employee may be exposed to noise, dust, dirt, grease, machinery with moving parts, and occasional cold or inclement weather. Some of the work is performed on utility poles, in elevated buckets, and in the presence of electrified lines. The work requires the use of protective devices such as masks, goggles, gloves, etc.
- Distinguishes objects by sight, depth, and color in low light conditions to repair or test electrical distribution system.
- Communicates and exchanges information with crew to promote safety at the worksite.
- Attends and completes designated foreman program.
- Positions self to enter and exit trucks and buckets; ascend and descend ladders and utility poles; and balances on uneven terrain to perform maintenance on city power equipment. Positions self to navigate low or tight areas to construct or test an electrical distribution system.
- Transports equipment up to 30 pounds (tool belt and wires) ½ mile, raises equipment up to 131 pounds (wire reel) 50 inches, raises equipment weighing up to 80 pounds(light fixture) to a ceiling, exerts an excess of 150 pounds of force to navigate utility poles, and shovels up to 8 hours at a time.
- Reaches forward and overhead, controls buttons and levers, and manipulates tools and small objects to perform maintenance.
- An aerial device (ex. Bucket truck and backyard machine) is required to build and maintain the electrical distribution system; the weight limit for an employee to work from an aerial device is 260 pounds.
- Regularly attends work.

Marginal Job Functions

- Performs related duties.

- Travel to attend workshops, training seminars, and events to improve technical or professional skills.

Knowledge, Skills, and Abilities

- Knowledge of the methods, practices, tools, materials and equipment involved in the construction, maintenance, and repair of an electric distribution system.
- Knowledge of relevant state and federal regulations.
- Knowledge of safe work practices and procedures.
- Knowledge of agency policies and procedures.
- Skill in utilizing specialized tools and equipment related to the construction, repair and maintenance of electric distribution system.
- Skill in organizing and supervising the work of field personnel.
- Skill in the operation of computers, tablets, smartphones and job-related software programs.
- Skill in reading and interpreting maps and drawings.
- Skill in oral and written communication.
- Ability to have regular and predictable attendance at work.

Employment Policy

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EXHIBIT “G”

CITY OF OPELIKA POSITION DESCRIPTION

Line Foreman II Opelika Power Services

Job Summary

This position is FLSA nonexempt (full-time). This position works with others in extreme outdoor weather conditions. This position is responsible for supervising and participating in the work of personnel engaged in the construction, repair and maintenance of the electrical distribution system. This position also assigns work to crews, discusses projects with engineering and ensures projects are ready to be worked.

Minimum Qualifications

- Knowledge and level of competency commonly associated with completion of specialized training in the field of work, in addition to basic skills typically associated with a high school education.
- Experience sufficient to thoroughly understand the work of subordinate positions to be able to answer questions and resolve problems, usually associated with three or more years' experience or service.
- Must possess and maintain a valid Class A CDL driver's license issued by the State of Alabama for the type of vehicle or equipment operated. If Class A CDL is from another state, a condition of continued employment is obtaining a Class A CDL issued by the State of Alabama within six (6) months of employment.
- Any equivalent combination of education, experience and training which provides the required knowledge, abilities and skills may be considered as determined by the hiring authority.
- Certified in pole-top rescue, bucket rescue, CPR, and first aid.
- Successful completion of a designated advanced lineman certification program, foreman academy program and four years of experience at a lineman level.
- Applicants are required to submit to a background check and random drug and alcohol testing as a condition of employment.
- Candidate must successfully pass a Post-Offer – Validated Essential Job Functions and Physical Demands Evaluation.

Essential Job Functions

- Supervises the work of assigned personnel, including selecting or recommending selection, assigning and evaluating work, counseling, disciplining, terminating or recommending termination.
- Oversees the operation of equipment to dig holes for new or replacement poles, set poles and anchors, and install materials on poles in the construction and maintenance of overhead power lines; builds transformer banks; maintains street and leased lighting.

- Works on de-energized and energized power lines to replace or install new lines and related equipment and materials; installs metering equipment; ensures compliance with American Public Power Association and city safety standards.
- Oversees the operation and maintenance of department equipment; performs routine inspections to ensure the proper maintenance and functioning of equipment.
- Installs, inspects, maintains, repairs and tests electric substation equipment, including relays, lighting arresters, voltage regulators, or power transformers.
- Ensures that all assigned equipment is properly maintained and inspected.
- Installs cable, conduit, transformers, and pedestals for underground power to customers; performs maintenance and repair on underground cable; oversees and performs underground line locations.
- Performs troubleshooting of electric distribution systems; repairs damaged power poles, lines, and equipment; climbs poles and works on power lines.
- Assigns crews work and verifies jobs are complete for other unassigned crews. Discusses projects with engineering to assist with the planning and development of construction projects.
- Interacts with the public to provide information or discuss concerns and complaints.
- Prepares required reports; analyzes work orders and blueprints.
- Attends staff, safety and other professional meetings; attends in-service training and technical or professional classes, seminars or conferences.
- Responds to after-hours emergencies.
- The employee may be exposed to noise, dust, dirt, grease, machinery with moving parts, and occasional cold or inclement weather. Some of the work is performed on utility poles, in elevated buckets, and in the presence of electrified lines. The work requires the use of protective devices such as masks, goggles, gloves, etc.
- Distinguishes objects by sight, depth, and color in low light conditions to repair or test electrical distribution system.
- Communicates and exchanges information with crew to promote safety at the worksite.
- Positions self to enter and exit trucks and buckets; ascend and descend ladders and utility poles; and balances on uneven terrain to perform maintenance on city power equipment. Positions self to navigate low or tight areas to construct or test an electrical distribution system.
- Transports equipment up to 30 pounds (tool belt and wires) ½ mile, raises equipment up to 131 pounds (wire reel) 50 inches, raises equipment weighing up to 80 pounds(light fixture) to a ceiling, exerts an excess of 150 pounds of force to navigate utility poles, and shovels up to 8 hours at a time.
- Reaches forward and overhead, controls buttons and levers, and manipulates tools and small objects to perform maintenance.
- An aerial device (ex. Bucket truck and backyard machine) is required to build and maintain the electrical distribution system; the weight limit for an employee to work from an aerial device is 260 pounds.
- Regularly attends work.

Marginal Job Functions

- Performs related duties.

- Travel to attend workshops, training seminars, and events to improve technical or professional skills.

Knowledge, Skills, and Abilities

- Knowledge of the methods, practices, tools, materials and equipment involved in the construction, maintenance, and repair of an electric distribution system.
- Knowledge of relevant state and federal regulations.
- Knowledge of safe work practices and procedures.
- Knowledge of agency policies and procedures.
- Ability to schedule multiple crews work assignments.
- Skill in utilizing specialized tools and equipment related to the construction, repair and maintenance of electric distribution system.
- Skill in organizing and supervising the work of field personnel.
- Skill in the operation of computers, tablets, smartphones and job-related software programs.
- Skill in reading and interpreting maps and drawings.
- Skill in oral and written communication.
- Ability to have regular and predictable attendance at work.

Employment Policy

The City of Opelika is an Equal Opportunity, Affirmative Action, and Americans with Disabilities Act compliant employer. We consider applicants for all positions without regard to race, religion, color, national origin, gender (including pregnancy, childbirth or related medical conditions), sexual orientation, gender identity, gender expression, age, parental status, status as a protected veteran, status as an individual with a disability or any other legally protected status. In accordance with the Department of Justice regulations implementing Subtitle A of Title II of the Americans with Disabilities Act (42 U.S.C. 12131), the City of Opelika welcomes all reasonable requests for accommodations from prospective applicants. The City's ADA Coordinator can be reached at (334) 705-2083 or at ADA@opelika-al.gov.

EXHIBIT “H”

CITY OF OPELIKA POSITION DESCRIPTION

Line Superintendent Opelika Power Services

Job Summary

This position is FLSA exempt (full-time). This position works with others in outdoor weather conditions. This position is responsible for supervising the construction, repair and maintenance of the city's electrical distribution system. Successful performance helps ensure the efficient and effective delivery of electric services to agency customers.

Minimum Qualifications

- Experience sufficient to thoroughly understand the diverse objectives and functions of the subunits in the division/department in order to direct and coordinate work within the division/department, usually interpreted to require three to five years of related experience.
- Possession of or ability to readily obtain a valid driver's license issued by the State of Alabama for the type of vehicle or equipment operated.
- Any equivalent combination of education, experience and training which provides the required knowledge, abilities and skills may be considered as determined by the hiring authority.
- Applicants are required to submit to a background check and random drug and alcohol testing as a condition of employment.
- Candidate must successfully pass a Post-Offer – Validated Essential Job Functions and Physical Demands Evaluation.

Essential Job Functions

- Participates in the recruitment and selection of new employees; participates in applicant interviews and skills tests; trains, assigns, directs, supervises, evaluates and disciplines personnel; makes recommendations related to employee promotions.
- Develops and implements crew structure and organization; develops and enforces policies and procedures to guide the work of crew personnel.
- Makes work assignments to crews and individual personnel; develops weekly work schedules.
- Develops plans for work assignments; develops estimates of materials, supplies, equipment and personnel.
- Communicates and exchanges information with others to supervise and participate in the work of personnel involved in new construction projects, maintenance projects, pole replacements, lighting projects, storm and accident related restorations or repairs, tree and shrub management, and general distribution maintenance projects.
- Generates work orders and line locations requests.

- Monitors the work of personnel to ensure adequate job progress and compliance with instructions and safety guidelines; assists in the resolution of problems.
- Develops and implements employee training.
- Maintains required logs and records; processes daily paperwork, including reports, memoranda, and requisitions.
- Develops, presents and defends budget requests; oversees and approves expenditures; prepares financial forms and reports.
- Assists in the development and implementation of equipment refurbishment and replacement plans.
- Meets with customers to resolve complaints and provide information and assistance; meets with customers concerning the installation or removal of unmetered lights; meets with customers and contractors about temporary and new-service installations.
- Attends meetings with agency management, contractors, customers, representatives of other utility providers, electrical engineers and others.
- Distinguishes objects by sight, depth, and color in low light conditions to repair or test electrical distribution system.
- Positions self to enter and exit trucks and buckets; ascend and descend ladders and utility poles; and balances on uneven terrain to perform maintenance on city power equipment. Positions self to navigate low or tight areas to construct or test an electrical distribution system.
- Transports equipment up to 30 pounds (tool belt and wires) ½ mile, raises equipment up to 131 pounds (wire reel) 50 inches, raises equipment weighing up to 80 pounds(light fixture) to a ceiling, exerts an excess of 150 pounds of force to navigate utility poles, and shovels up to 8 hours at a time.
- Reaches forward and overhead, controls buttons and levers, and manipulates tools and small objects to perform maintenance.
- Regularly attends work.

Marginal Job Functions

- Travels to attend workshops, training seminars, and events to improve technical or professional skills.
- Performs related duties.

Knowledge, Skills, and Abilities

- Knowledge of the methods, practices, tools, materials and equipment involved in the design, operation, construction, maintenance, and repair of an electric distribution system.
- Knowledge of relevant state and federal regulations.
- Knowledge of safe work practices and procedures.
- Knowledge of agency policies and procedures.
- Skill in utilizing specialized tools and equipment related to the construction, repair and maintenance of electric distribution systems.
- Skill in organizing and supervising the work of field personnel.

- Skill in the operation of computers, tablets, smartphones and job-related software programs.
- Skill in reading and interpreting maps and drawings.
- Skill in oral and written communication.
- Ability to have regular and predictable attendance at work.

Employment Policy

The City of Opelika is an Equal Opportunity, Affirmative Action, and Americans with Disabilities Act compliant employer. We consider applicants for all positions without regard to race, religion, color, national origin, gender (including pregnancy, childbirth or related medical conditions), sexual orientation, gender identity, gender expression, age, parental status, status as a protected veteran, status as an individual with a disability or any other legally protected status. In accordance with the Department of Justice regulations implementing Subtitle A of Title II of the Americans with Disabilities Act (42 U.S.C. 12131), the City of Opelika welcomes all reasonable requests for accommodations from prospective applicants. The City's ADA Coordinator can be reached at (334) 705-2083 or at ADA@opelika-al.gov.

EXHIBIT “I”

POWER SERVICES CONSTRUCTION CLASSIFICATION AND PAY PLAN

Class Code	Pay grade	Title	Prop. Rate	1st Minimum	Quartile	3rd Mid-point	Quartile	Maximum
7350	744	Line Superintendent	46.00	95,680.00	107,640.00	119,600.00	131,560.00	143,520.00
7342	742	Line Foreman II	44.50	92,560.00	104,130.00	115,700.00	127,270.00	138,840.00
7340	740	Line Foreman I	43.00	89,440.00	100,620.00	111,800.00	122,980.00	134,160.00
7324	726	Lineman III	40.90	85,072.00	95,706.00	106,340.00	116,974.00	127,608.00
7332	726	Substation Lineman II	40.90	85,072.00	95,706.00	106,340.00	116,974.00	127,608.00
7322	722	Lineman II	39.70	82,576.00	92,898.00	103,220.00	113,542.00	123,864.00
7330	722	Substation Lineman I	39.70	82,576.00	92,898.00	103,220.00	113,542.00	123,864.00
7320	720	Lineman I	38.50	80,080.00	90,090.00	100,100.00	110,110.00	120,120.00
7316	716	Apprentice Lineman IV	34.00	70,720.00	79,560.00	88,400.00	97,240.00	106,080.00
7314	714	Apprentice Lineman III	31.25	65,000.00	73,125.00	81,250.00	89,375.00	97,500.00
7312	712	Apprentice Lineman II	28.50	59,280.00	66,690.00	74,100.00	81,510.00	88,920.00
7310	710	Apprentice Lineman I	26.00	54,080.00	60,840.00	67,600.00	74,360.00	81,120.00
7300	705	Groundman	22.00	45,760.00	51,480.00	57,200.00	62,920.00	68,640.00

RESOLUTION NO. 328-19

Appropriation contract FY2020, Ala. Cooperative Extension.**RESOLUTION NO.** _____**BE IT RESOLVED** by the City Council of the City of Opelika as follows:

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

of Opelika and the Alabama Cooperative Extension System, a copy of which is hereto attached

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

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

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

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

and to attest the same, and the Mayor shall deliver one copy to the Alabama Cooperative

Extension System, and retain one copy.

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 - Treasurer

STATE OF ALABAMA

AGREEMENT

LEE COUNTY

THIS AGREEMENT made and entered into this 1st day of October 2019 by and between the City of Opelika, a Municipal Corporation, hereinafter called "CITY", as party of the first part, and Auburn University, by and through The Alabama Cooperative Extension System, hereinafter called "EXTENSION SYSTEM", as party of the second part.

In consideration of the agreements herein contained, the parties agree as follows:

1. The terms of this Agreement shall be for a period of One (1) year commencing on October 1, 2019 and ending September 30, 2020 at the end of each year, this Contract may be renewed by mutual agreement between the parties.
2. The Lee County Extension Office agrees to provide the City with Educational Resources that are Researched Based information that is accessible to all Opelika citizens. In addition, all citizens are invited to attend programs in the areas of financial money management, forestry, wildlife and natural resources, family and child development programs, horticulture, food safety, food preservation, human and diet nutrition, and forages. Programs are typically open to the public and or in partnership with local agencies. In addition the Opelika school systems receives Nutrition Education, 4-H and Youth Development, and access to any community or special interest 4-H clubs. Lastly, the Lee County office is the host site for Master Gardeners. MG's provide public programs and workshops, keep up community gardens, provide educational grants, garden tours, and host a course every year to educate new members.
3. The City agrees to pay to EXTENSION SYSTEM for term of lone (1) year the sum of \$12,500.00, payable in equal monthly installments of \$1041.66 commencing on October 15, 2019 and continuing on the 15th day of each month thereafter.
4. Not with standing any of the provisions of this Agreement, it is agreed that the CITY has no financial interest in the business of EXTENSION SYSTEM, and shall not be liable for any debts or obligations by EXTENSION SYSTEM, nor shall the CITY be deemed or construed to be a partner joint venture, or otherwise interested in the assets of EXTENSION SYSTEM, nor shall EXTENSION SYSTEM at any time or times use the name or credit of the CITY in purchasing or attempting to purchase any equipment, supplies or other thing or things whatsoever.

5. EXTENSION SYSTEM in the performance of its operations and obligations hereunder shall not be deemed to be an agent of the CITY but shall be deemed an independent contractor in every respect and shall take all steps at its own expense. The CITY does and will not assume any responsibility for the means by which or the manner in which services by EXTENSION SYSTEM, provided for herein, are performed; but on the contrary, EXTENSION SYSTEM shall be wholly responsible therefore.
6. EXTENSION SYSTEM shall not transfer or assign this Agreement or license any rights or privileges granted herein without the prior written consent of the CITY.
7. EXTENSION SYSTEM agrees to comply with all local, state and federal laws while performing under the terms of this Agreement.
8. EXTENSION SYSTEM agrees that upon violation of any of the covenants and agreements herein contained, on account of any act of omission or commission of EXTENSION SYSTEM, the CITY may, at its option, terminate and cancel this agreement.
9. EXTENSION SYSTEM agrees that it shall not use any funds received from the CITY for political activity nor shall it endorse or promote the campaign of any person for political office in the City of Opelika.
10. This agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding unless in writing signed by both parties.
11. Signed to the provisions regarding assignment, this Agreement shall be binding on the successors and assigns of the respective parties.
12. The validity of this Agreement and its terms, provisions, as well as the rights and duties of the parties hereunder shall be governed by the laws of the State of Alabama.

WITNESS OUR HAND AND SEALS THIS THE ____ day of _____, 2019.

BY: _____
ITS MAYOR

ATTEST:

CITY CLERK

AUBURN UNIVERSITY, BY AND THROUGH
THE ALABAMA COOPERATIVE EXTENSION SYSTEM

Dana Bauber Boone for Gary Lemme
BY: Contract Officer

ATTEST:

Paula Hester
Contract Officer

RESOLUTION NO. 329-19

Appropriation contract FY2020, Christian Care Ministries.**RESOLUTION NO. _____****BE IT RESOLVED** by the City Council of the City of Opelika as follows:

-) That the proposed CONTRACT FOR SERVICES to be entered into between the City of Opelika and the Christian Care Ministries (CCM), a copy of which is hereto attached as Exhibit "A", be and the same is hereby approved, adopted, authorized, ratified and confirmed,
-) That Gary Fuller, Mayor of the City of Opelika is hereby authorized and empowered to execute the foregoing agreement in the name and on behalf of the City of Opelika and the City Clerk is hereby authorized to affix the corporate seal of the City of Opelika thereto and to attest the same, and the Mayor shall deliver one copy to the Christian Care Ministries, and retain one copy.

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

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

Attest:

Robert G. Shuman, CMC
City Clerk - Treasurer

STATE OF ALABAMA)
 :
COUNTY OF LEE)

CONTRACT FOR SERVICES

THIS AGREEMENT is made and entered into between the City of Opelika, Alabama a municipal corporation, hereinafter referred to as the "CITY", and the Christian Care Ministries, a 501(c)(3) corporation, hereinafter referred to as "CCM", on this the 2nd day of October, 2019.

In consideration of the agreements herein contained, the parties agree as follows:

1. The term of this agreement shall be for a period of twelve (12) months commencing on the 1st day of October, 2019 and ending the 30th day of September, 2020.
2. During the term of this contract, CCM agrees to provide the following services:
 - Distribution of food and clothing.
 - Hot Meals through the Soup Kitchen.
3. As compensation for the services rendered hereunder, the City agrees to pay to CCM, for the term of this agreement the sum of \$ 2,500.00 payable in lump sum upon approval and execution of this contract.
4. All programs shall be open to qualifying participants regardless of race, national origin, gender or religious affiliation.
5. CCM agrees to comply with all local, state and federal laws while performing under the terms of this Contract.
6. CCM agrees that it will not use any funds received from the City for political activities nor shall it endorse or promote the campaign of any person for political office.
7. CCM in the performance of its operations and obligations hereunder shall not be deemed to be an agent of the City, but shall be deemed to be an independent contractor in every respect. The City does not and will not assume any responsibility for the means by which or manner in which the services by CCM are performed, but on the contrary, CCM shall be wholly responsible for the payment of its operating expenses, which includes, but not limited to, payroll expenses, taxes, maintenance expenses, supplies, utility charges, insurance premiums and governmental license fees.
8. CCM agrees that upon the violation of any of the covenants and agreements herein contained, the City may, at its option, terminate and cancel this agreement.
9. CCM shall not transfer or assign this contract or license any of the rights or privileges granted herein without the prior written consent of the City.

10. This contract supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this contract which is not contained herein shall be valid or binding unless in writing signed by the parties.
11. Subject to the provisions regarding assignment, this contract shall be binding on the successors and assigns of the respective parties.
12. The validity of this contract and of any of its items, provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties have hereunto signed their names and affixed

their seals, this the _____ day of _____, 20____.

CITY OF OPELIKA, ALABAMA
A municipal corporation

BY: _____
Gary Fuller
Mayor

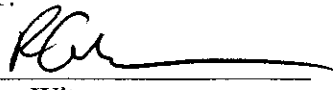
ATTEST:

Robert G. Shuman, CMC
City Clerk - Treasurer

Christian Care Ministries

BY: 
Tom Tippet
President

ATTEST:


Witness 10-2-19

RESOLUTION NO. 330-19

Appropriation contract FY2020, Valley Haven School.**RESOLUTION NO.** _____**BE IT RESOLVED** by the City Council of the City of Opelika as follows:

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

of Opelika and The ARC of the Chattahoochee Valley, Inc. (Valley Haven School), a
copy of

which is hereto attached as Exhibit "A", be and the same is hereby approved, adopted,

authorized, ratified and confirmed,

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

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

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

and to attest the same, and the Mayor shall deliver one copy to the Valley Haven School, and

retain one copy.

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 - Treasurer

STATE OF ALABAMA
LEE COUNTY

CONTRACT FOR SERVICES

This contract is made and entered into by and between the City of Opelika, Alabama, a municipal corporation, hereinafter referred to as "City", and The Arc of the Chattahoochee Valley, Inc., hereafter referred to as "The Association", on this the 1st day of October, 2019. In consideration of the agreements herein contained, the parties agree as follows:

1. The term of this Agreement shall be for a period of one (1) year commencing October 1, 2019, and ending September 30, 2020. At the end of each year this contract may be renewed by mutual agreement between the parties.
2. For the 2019-2020 school term, The Association agrees to provide educational and training services and ordinary programmatic components to preschool and adult individuals with intellectual disabilities for the City of Opelika. The Association shall coordinate with the Alabama Department of Mental Health to serve individuals with intellectual disabilities who are not eligible for other services. Services and training for preschoolers and adults shall be offered by Valley Haven School, 6345 Fairfax By-pass (P.O. Box 416), Valley, Alabama, 36854.
3. As compensation for the services rendered hereunder, the City agrees to pay to The Association for a term of one (1) year commencing October 1, 2019, the sum of \$2,000.00, payable upon request by The Association.
4. Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest on the business of The Association, and shall not be liable for any debts or obligations incurred by The Association, nor shall the City be deemed or construed to be a partner, joint ventures, or otherwise interested in the assets of The Association, nor shall The Association at any time or times use the name or credit of City in purchasing or attempting to purchase any equipment, supplies or any other thing or things whatsoever.
5. The Association in the performance of its operation and obligations here under shall not be deemed to be the agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense. The City does not and will not assume any responsibility for the means by which or manner in which services by The Association provided for herein, are performed, but on the contrary, The Association shall be wholly responsible therefor.
6. The Association shall not transfer or assign this Agreement without the prior written consent of the city.
7. The Association agrees to comply with all Local, State, and Federal Laws while performing under the terms of this Agreement.
8. This Agreement may be terminated by either party upon six (6) months advance notice in writing to the other party.
9. This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this agreement which is not contained herein shall be valid or binding unless in writing signed by both parties.
10. Subject to the provisions regarding assignment, this agreement shall be binding on the successors and assigns or the respective parties.
11. The validity of this Agreement and of any of its terms, provisions, as well as the rights and duties of the parties hereunder, shall be governed by the Laws of the State of Alabama.

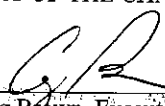
IN WITNESS THEREOF, the parties hereto have signed their names and affixed their seals, this the 1st day of October, 2019.

ATTEST:

CITY OF OPELIKA, ALABAMA

By: _____
Gary Fuller, Mayor

THE ARC OF THE CHATTAHOOCHEE VALLEY, INC.

By: 
Craig Brown, Executive Director of the Arc of the Chattahoochee Valley, Inc.

Attachment: CM 10-15-19, appropriation contract, Valley Haven School (330-19 : Appropriation contract FY2020, Valley Haven School.)

RESOLUTION NO. 331-19

Appropriation contract FY2020, EASE.

RESOLUTION NO. _____

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

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

of Opelika and the East Alabama Services for the Elderly, Inc. (EASE), a copy of which is hereto

attached as Exhibit “A”, be and the same is hereby approved, adopted, authorized, ratified and

confirmed,

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

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

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

and to attest the same, and the Mayor shall deliver one copy to the East Alabama Services for the

Elderly, Inc., and retain one copy.

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 - Treasurer

AGREEMENT

This agreement made and entered into this 4th day of October 2019 between **East Alabama Services for the Elderly, Inc.**, an Alabama non-profit corporation, hereinafter referred to as "**Agency**" and the **City of Opelika**, a municipal corporation, hereinafter referred to as "**City**", shall be binding for the period October 1, 2019 through September 30, 2020.

The **City** has approved an appropriation in the amount of \$7,500 for the **Agency**.

The **Agency** provides multiple services to the elderly and/or disabled, and these monies will be used to offset the expenses involved in our mission to promote the health, safety, and social welfare of this target population in the City of Opelika, Alabama.

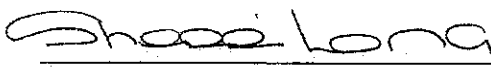
The **City** shall pay to the **Agency** the sum of \$7,500 for budget year October 1, 2019 through September 30, 2020. The payments will be disbursed quarterly, and after all agreements and resolutions have been executed. The **Agency** shall use funds from the **City** for the reasons stated above.

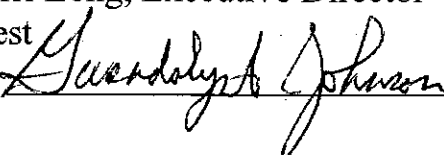
The **Agency** shall use funds from the **City** for the reasons stated above.

This agreement shall be binding upon the parties hereto, their successors and assigns.

East Alabama Services for the Elderly, Inc.
Non-profit Corporation

City of Opelika
Municipal Corporation



Sherri Long, Executive Director
Attest
By: 

Gary Fuller, Mayor
Attest
by: _____

Attachment: CM 10-15-19, appropriation contract, EASE (331-19 : Appropriation contract FY2020, EASE.)

RESOLUTION NO. 332-19

Appropriation contract FY2020, Envision.**RESOLUTION NO. _____**

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

-) That the proposed CONTRACT FOR SERVICES to be entered into between the City of Opelika and the Envision Opelika Foundation, Inc., a copy of which is hereto attached as Exhibit “A”, be and the same is hereby approved, adopted, authorized, ratified and confirmed,
-) That Gary Fuller, Mayor of the City of Opelika is hereby authorized and empowered to execute the foregoing agreement in the name and on behalf of the City of Opelika and the City Clerk is hereby authorized to affix the corporate seal of the City of Opelika thereto and to attest the same, and the Mayor shall deliver one copy to the Envision Opelika Foundation Inc., and retain one copy.

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 - Treasurer

STATE OF ALABAMA
LEE COUNTY

CONTRACT FOR SERVICES BETWEEN THE CITY OF OPELIKA AND ENVISION
OPELIKA FOUNDATION, INC.

THE CONTRACT made and entered into by and between the City of Opelika, Alabama, a municipal corporation, herein after referred to as "City", and Envision Opelika Foundation, Inc., a non-profit corporation, herein after referred to as "Envision Opelika", as of this ____ day of October, 2019.

In consideration of the agreements herein contained, the parties agree as follows:

1. The term of the agreement shall be for a period of one year commencing October 1, 2019 and ending at midnight on September 30, 2020.
2. Envision Opelika agrees to provide the city with the following services:
 - a. Envision Opelika will support local civic groups by promoting projects to benefit the public interest, including, but not limited to the renovations of the former Miriam S. Brown School.
 - b. Envision Opelika will provide the framework to raise and invest funds with respect to the renovation of the former Miriam S. Brown School.
 - c. Envision Opelika will support and assist the Character Council to accomplish goals.
 - d. Envision Opelika will establish and support a freedom from poverty program using the Circles USA framework.
 - e. Envision Opelika will assist donors in achieving their philanthropic goals for the betterment of Opelika.
 - f. Envision Opelika will support the initial goals of the Envision Opelika Foundation as well as other community projects.
 - g. Envision Opelika will promote the revitalization of downtown.
 - h. Envision Opelika will provide the framework for first class pre-k classes.
3. As compensation for services rendered hereunder, the City agrees to pay or provide funds with which to pay Envision Opelika for a term of one year commencing October 1, 2019 the sum of twenty thousand (\$20,000) dollars (U.S.), payable in one lump sum on or before October 30, 2019.

Envision Opelika Foundation, Inc.

4. Notwithstanding of the provision of this agreement, it is agreed that the City has no financial responsibility in the business of Envision Opelika, and shall not be deemed liable for any debts or obligations incurred by Envision Opelika nor shall the city be construed to be a partner, joint venture, or otherwise interested in or with any of the indebtedness incurred by the Board in the assets of Envision Opelika nor shall Envision Opelika at any time or times use the name of the City in purchasing or attempting to purchase any equipment, supplies, or other items whatsoever.

5. Envision Opelika, in the performance of its operations and obligation hereunder shall not be deemed to be the agent of the City, but shall be deemed to be an independent contractor in every respect and shall take steps at its own expense as the City may from time to time request to indicate that it is an independent contractor. The city does not and will not assume any responsibility for the means in which or manner in which services by Envision Opelika, provided for herein, are performed, but on the contrary, Envision Opelika shall be wholly responsible.

6. Envision Opelika shall not transfer or assign this agreement or license of any of the rights or privileges granted herein without the prior written consent of the City.

7. Envision Opelika agrees that upon violation of any of the covenants and agreements herein contained, on account of any act of omission or commission of Envision Opelika, the City may at its option terminate and cancel this agreement.

8. Envision Opelika agrees that it shall not use any of the funds received from the City for political activity, nor shall it endorse or promote the campaign of any person for public office. Prohibited political activities include:

- a. Use of its influence for the purpose of interfering with or affecting the result of election or nomination for office.
- b. Use of influence for the purpose of interfering with or affecting the results of partisan referendums.
- c. Lobbying in support of, or otherwise promoting partisan legislation, except that nothing herein shall prohibit Envision Opelika from attempting to secure legislation solely to advance commercial and industrial development of the City of Opelika and the State of Alabama.

9. This agreement supersedes all other agreements, either oral or in writing, between the parties with respect to the subject matter of this agreement.

10. Subject to the provisions regarding assignment, this agreement shall be binding on the successors and assigns of the respective parties.

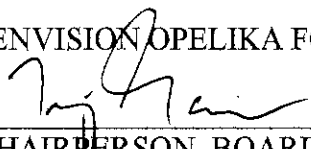
11. The validity of this agreement and of its terms, provision, as well as the rights and duties of parties hereunder, shall be governed by the laws of the State of Alabama.

WITNESS OUR HANDS AND SEALS THIS THE _____ DAY OF _____, ^{2019.}~~20019~~

THE CITY OF OPELIKA

BY _____
ITS MAYOR

THE ENVISION OPELIKA FOUNDATION, INC. A NON-PROFIT CORPORATION

BY 
ITS CHAIRPERSON, BOARD OF DIRECTORS

ATTEST:


ITS EXECUTIVE DIRECTOR

Attachment: CM 10-15-19, appropriation contract, Envision (332-19 : Appropriation contract FY2020, Envision.)

RESOLUTION NO. 333-19

Appropriation contract FY2020, J. W. Darden.**RESOLUTION NO.** _____**BE IT RESOLVED** by the City Council of the City of Opelika as follows:

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

of Opelika and the J. W. Darden Foundation Inc., a copy of which is hereto attached as Exhibit

“A”, be and the same is hereby approved, adopted, authorized, ratified and confirmed,

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

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

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

and to attest the same, and the Mayor shall deliver one copy to the J. W. Darden Foundation Inc.,

and retain one copy.

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 - Treasurer

STATE OF ALABAMA
LEE COUNTY

CONTRACT FOR SERVICES BETWEEN THE CITY OF OPELIKA
AND THE J. W. DARDEN FOUNDATION, INC.

THE CONTRACT made and entered into by and between the City of Opelika, Alabama, a municipal corporation, herein after referred to as "City", and the J. W. Darden Foundation, Inc., a non-profit corporation, herein after referred to as the "Darden Foundation", as of this _____ day of _____, 2019.

In consideration of the agreements herein contained, the parties agree as follows:

1. The term of the agreement shall be for a period of one (1) year commencing October 1, 2019 and ending September 30, 2020. At the end of each year this contract may be renewed by mutual agreement between parties.
2. The Darden Foundation agrees to provide the city with the following services:
 - a. Provide an organization through which the beautiful, historical home and the legacy of Dr. and Mrs. J. W. Darden can be preserved and maintained for the citizens of Opelika.
 - b. As a non-profit foundation and in keeping with the legacy of Dr. J. W. Darden, the first African American Physician in Opelika, provide the facility for a Wellness Clinic that is operational, at this time, under the supervision of the EAMC Parish Nurse Program and the Auburn University School of Nursing and is open once a week for health screenings and health monitoring.
 - c. As a non-profit, provide the facility and facilitate the programming for health education programs through the Parish Nurses and area physicians, thereby promote healthy life styles with the attempt to decrease health care costs in our community.
 - d. As a non-profit, maintain referral services for the people using the screening services.
 - e. As a non-profit, promote and instill the social graces and leadership characteristics in young people that were exemplified by Dr. and Mrs. J. W. Darden.
 - f. As a non-profit foundation, provide an organizational framework to assist donors in achieving their philanthropic goals directed toward the accomplishment of the Darden Foundation's mission and its goals.

3. As compensation for services rendered hereunder, the City agrees to pay or provide funds with which to pay the Darden Foundation for a term of one (1) year commencing October 1, 2019, the sum of five thousand (\$5,000) dollars (U.S.), payable in equal quarterly installments on or before the 10th day of the month in the months of December, March, June, and September.
4. Notwithstanding any of the provision of this agreement, it is agreed that the City has no financial responsibility in the business of the Darden Foundation, and shall not be deemed liable for any debts or obligations incurred by the Darden Foundation nor shall the City be construed to be a partner, joint venture, or otherwise interested in or with any of the indebtedness incurred by the Board in the assets of the Darden Foundation nor shall the Darden Foundation at any time or times use the name of the City in purchasing or attempting to purchase any equipment, supplies, or other items whatsoever.
5. The Darden Foundation, in the performance of its operations and obligation hereunder shall not be deemed to be the agent of the City, but shall be deemed to be an independent contractor in every respect and shall take steps at its own expense as the City may from time to time request to indicate that it is an independent contractor. The city does not and will not assume any responsibility for the means in which or manner in which services by the Darden Foundation, provided for herein, are performed, but on the contrary, the Darden Foundation shall be wholly responsible.
6. The Darden Foundation shall not transfer or assign this agreement or license of any of the rights or privileges granted herein without the prior written consent of the City.
7. The Darden Foundation agrees that upon violation of any of the covenants and agreements herein contained, on account of any act of omission or commission of the Darden Foundation, the City may at its option terminate and cancel this agreement.
8. The Darden Foundation agrees that it shall not use any of the funds received from the City for political activity, nor shall it endorse or promote the campaign of any person for public office. Prohibited political activities include:
 - a. Use of its influence for the purpose of interfering with or affecting the result of election or nomination for office.
 - b. Use of influence for the purpose of interfering with or affecting the results of partisan referendums.
 - c. Lobbying in support of, or otherwise promoting partisan legislation, except that nothing herein shall prohibit the Darden Foundation from attempting to secure

legislation solely to advance commercial and industrial development of the City of Opelika and the State of Alabama.

9. This agreement supersedes all other agreements, either oral or in writing, between the parties with respect to the subject matter of this agreement.

10. Subject to the provisions regarding assignment, this agreement shall be binding on the successors and assigns of the respective parties.

11. The validity of this agreement and of its terms, provision, as well as the rights and duties of parties hereunder, shall be governed by the laws of the State of Alabama.

WITNESS OUR HANDS AND SEALS THIS THE ____ DAY OF _____, 2019

THE CITY OF OPELIKA

BY _____
ITS MAYOR

THE J.W. DARDEN FOUNDATION, INC.,
A NON-PROFIT CORPORATION

BY *H. George Allen*
ITS CHAIRPERSON, BOARD OF DIRECTORS

ATTEST:

Brian H. Allen
ITS TREASURER

RESOLUTION NO. 334-19

Appropriation contract FY2020, Downtown Redevelopment Authority.**RESOLUTION NO.** _____**BE IT RESOLVED** by the City Council of the City of Opelika as follows:

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

of Opelika and the Opelika Downtown Redevelopment Authority, a copy of which is
hereto

attached as Exhibit “A”, be and the same is hereby approved, adopted, authorized,
ratified and

confirmed,

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

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

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

and to attest the same, and the Mayor shall deliver one copy to the Downtown Redevelopment

Authority, and retain one copy.

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

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

Attest:

Robert G. Shuman, CMC
City Clerk - Treasurer

STATE OF ALABAMA)

: CONTRACT FOR SERVICES

COUNTY OF LEE)

THIS AGREEMENT is made and entered into between the City of Opelika, Alabama a municipal corporation, hereinafter referred to as the "CITY", and the Opelika Downtown Redevelopment Authority, a 501(c)(3) corporation, hereinafter referred to as "ODRA", on this the 9th day of Oct., 2019.

In consideration of the agreements herein contained, the parties agree as follows:

1. The term of this agreement shall be for a period of twelve (12) months commencing on the 1st day of October, 2019 and ending the 30th day of September, 2020.
2. During the term of this contract, ODRA agrees to provide the following services:
 - a. The aesthetic improvement of various downtown areas.
 - b. The equipping of these areas.
 - c. Providing educational materials for parking & business development in downtown.
 - d. Other services that be lawfully provided.
3. As compensation for the services rendered hereunder, the City agrees to pay to ODRA, for the term of this agreement the sum of \$6,000.00 payable in lump sum upon approval and execution of this contract.
4. In the performance of its obligation hereunder, ODRA shall not promote the beliefs of any religious sect or denomination or engage in impermissible religious activities under the First Amendment of the United States Constitution. All programs shall be open to qualifying participants regardless of race, national origin, gender or religious affiliation.
5. ODRA agrees to comply with all local, state and federal laws while performing under the terms of this Contract.
6. ODRA agrees that it will not use any funds received from the City for political activities nor shall it endorse or promote the campaign of any person for political office.
7. ODRA in the performance of its operations and obligations hereunder shall not be deemed to be an agent of the City, but shall be deemed to be an independent contractor in every respect. The City does not and will not assume any responsibility for the means by which or manner in which the services by ODRA are performed, but on the contrary, ODRA shall be wholly responsible for the payment of its operating expenses, which

includes, but not limited to, payroll expenses, taxes, maintenance expenses, supplies, utility charges, insurance premiums and governmental license fees.

8. ODRA agrees that upon the violation of any of the covenants and agreements herein contained, the City may, at its option, terminate and cancel this agreement.
9. ODRA shall not transfer or assign this contract or license any of the rights or privileges granted herein without the prior written consent of the City.
10. This contract supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this contract which is not contained herein shall be valid or binding unless in writing signed by the parties.
11. Subject to the provisions regarding the assignment, this contract shall be binding on the successors and assigns of the respective parties.
12. The validity of this contract and of any of its items, provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties have hereunto signed their names and affixed their seals, this the _____ day of _____, ~~2018~~
2019.

CITY OF OPELIKA, ALABAMA
A municipal corporation

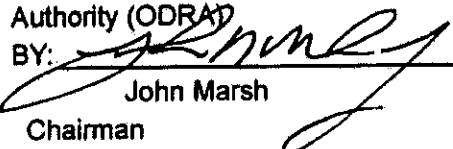
BY: _____

Gary Fuller

Mayor

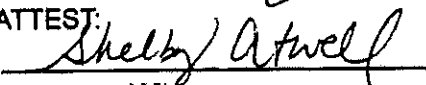
ATTEST:

Robert G. Shuman, CMC
City Clerk - Treasurer
Opelika Downtown Redevelopment
Authority (ODRA)

BY: 

John Marsh

Chairman

ATTEST: 

Witness

RESOLUTION NO. 335-19

Appropriation contract FY2020, Domestic Violence Intervention Center.**RESOLUTION NO. _____****BE IT RESOLVED** by the City Council of the City of Opelika as follows:

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

of Opelika and the Domestic Violence Intervention Center, a copy of which is hereto

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

confirmed,

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

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

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

and to attest the same, and the Mayor shall deliver one copy to the Downtown Redevelopment

Authority, and retain one copy.

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

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

Attest:

Robert G. Shuman, CMC
City Clerk - Treasurer

STATE OF ALABAMA)
 :
 COUNTY OF LEE)

CONTRACT FOR SERVICES

THIS AGREEMENT is made and entered into between the City of Opelika, Alabama a municipal corporation, hereinafter referred to as the "CITY", and the Domestic Violence Intervention Center, a 501(c)(3) corporation, hereinafter referred to as "DVIC", on this the _____ day of _____, 2019.

In consideration of the agreements herein contained, the parties agree as follows:

1. The term of this agreement shall be for a period of twelve (12) months commencing on the 1st day of October 2019 and ending the 30th day of September 2020.
2. During the term of this contract, DVIC agrees to provide the following services.
 - 24-hour crisis line
 - emergency shelter
 - support groups
 - child advocacy
 - legal advocacy
 - therapy
 - case management
 - emergency clothing and food assistance
 - community referrals
3. As compensation for the services rendered hereunder, the City agrees to pay to DVIC, for the term of this agreement the sum of \$4,000.00 payable in lump sum upon approval and execution of this contract.
4. In the performance of its obligation hereunder, DVIC shall not promote the beliefs of any religious sect or denomination or engage in impermissible religious activities under the First Amendment of the United States Constitution. All programs shall be open to qualifying participants regardless of race, national origin, gender or religious affiliation.
5. DVIC agrees to comply with all local, state and federal laws while performing under the terms of this Contract.
6. DVIC agrees that it will not use any funds received from the City for political activities nor shall it endorse or promote the campaign of any person for political office.
7. DVIC in the performance of its operations and obligations hereunder shall not be deemed to be an agent of the City but, shall be deemed to be an independent contractor in every respect. The City does not and will not assume any responsibility for the means by which or manner in which the services by ODRA are performed, but on the contrary, ODRA shall be wholly responsible for the payment of its operating expenses, which includes, but not limited to, payroll expenses, taxes, maintenance expenses, supplies, utility charges, insurance premiums and governmental license fees.

8. DVIC agrees that upon the violation of any of the covenants and agreements herein contained, the City may, at its option, terminate and cancel this agreement.
9. DVIC shall not transfer or assign this contract or license any of the rights or privileges granted herein without the prior written consent of the City.
10. This contract supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this contract which is not contained herein shall be valid or binding unless in writing signed by the parties.
11. Subject to the provisions regarding assignment, this contract shall be binding on the successors and assigns of the respective parties.
12. The validity of this contract and of any of its items, provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties have hereunto signed their names and affixed their seals, this the _____ day of _____, 2019.

CITY OF OPELIKA, ALABAMA
A municipal corporation

BY: _____
Gary Fuller
Mayor

ATTEST:

Robert G. Shuman, CMC
City Clerk - Treasurer

Domestic Violence Intervention Center

BY: _____
Tina Evans
Executive Director

ATTEST:

Felicia Cho
Witness

RESOLUTION NO. 336-19

Special appropriation for Main Street, Christmas in a Railroad Town.**RESOLUTION NO. _____**

WHEREAS, the Opelika City Council and Mayor, Gary Fuller appreciates and fully supports Opelika Main Street with an annual appropriation; and

WHEREAS, Opelika Main Street has the need for additional funds to assist in covering expenses for the 2019 Christmas in a Railroad Town event, and

WHEREAS, Ward 1 President Pro-tem Patricia Jones, Ward 2 Councilwoman Tiffany Pitts, Ward 3 Councilman Dozier Smith T, Ward 4 Council President Eddie Smith and Ward 5 Councilman David Canon would like to use their discretionary funds to assist in covering the expenses associated with Opelika's 2019 Christmas in a Railroad Town.

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

1. The City Council approves a special appropriation of \$1,250.00 to Opelika Main Street with said funds designated to assist in covering the expenses involved with the 2019 Christmas in a Railroad Town event.
2. The Mayor and the Controller is hereby authorized and directed to move the funds as detailed below to the appropriate account:

Ward 1	Reserve discretionary fund	\$250.00
Ward 2	Reserve discretionary fund	\$250.00
Ward 3	Reserve discretionary fund	\$250.00
Ward 4	Reserve discretionary fund	\$250.00
Ward 5	Reserve discretionary fund	\$250.00

3. That the City Council hereby declares and determines that said expenditure of these public funds will serve a public purpose for the City of Opelika.

4. The City Clerk-Treasurer is hereby authorized and directed to process the appropriate documents so a check for \$1,250.00 can be prepared and delivered payable to the Opelika Main Street and earmarked for Christmas in a Railroad Town.

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

C. E. "Eddie" Smith, Jr.

President City Council

City of Opelika, Alabama

ATTEST:

Robert G. Shuman, CMC

City Clerk - Treasurer

RESOLUTION NO. 337-19

Waive building & construction fees, The Curtis House.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE WAIVER OF ALL BUILDING AND
CONSTRUCTION PERMIT FEES FOR HOUSE OWNED BY
THE CURTIS HOUSE, LLC, LOCATED AT 125 JETER AVENUE**

WHEREAS, the Curtis House, LLC, (the “Curtis House”) is a 501(c)3 non-profit organization; and

WHEREAS, the Curtis House works in collaboration with countless volunteers to provide services to low- and moderate-income families and individuals living in the City of Opelika, Alabama; and

WHEREAS, projects sponsored by the Curtis House include, but are not limited to, Christmas at the Curtis House, Breakfast with Santa, feeding programs, free haircuts and sports camps; and

WHEREAS, the Curtis House is currently constructing a new house located at 125 Jeter Avenue, on the site that once belonged to Opelika native Lottie B. Curtis; and

WHEREAS, when the house is completed, it will serve as the headquarters of the Curtis House; and

WHEREAS, volunteers are assisting in the construction of the Curtis House facility; and

WHEREAS, the Curtis House has requested that the City of Opelika (the “City”) waive any and all building and construction fees related to the house located at 125 Jeter Avenue; and

WHEREAS, the City Council (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 provision of services to low- and moderate-income families and individuals in the community; and

WHEREAS, on October 2, 2019, The Curtis House or its contractor purchased a building permit in the sum of \$770.75 to construct a house located at 125 Jeter Street; and

WHEREAS, the City Council desires to refund said building permit fee.

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

1. That the City Council does hereby waive any and all building and construction permit fees required by the City related to the house owned by the Curtis House located 125 Jeter Avenue for a period of one (1) year from the date of this Resolution. The Curtis House 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. Site review fees
- e. Sewer tap and assessment fees

2. That the Chief Building Inspector is hereby directed to refund the sum of \$770.75 to The Curtis House or its contractor, as the case may be, in connection with the payment of the building permit fee for The Curtis House located at 125 Jeter Avenue. The Chief Building Inspector is hereby authorized to prepare and process the appropriate documents so a refund check in the above amount can be printed payable to The Curtis House or its contractor.

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 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. 338-19

First Addendum to Carehere Management Services Agreement.

RESOLUTION NO. _____

RESOLUTION APPROVING FIRST ADDENDUM TO
CAREHERE MANAGEMENT SERVICES AGREEMENT
BETWEEN THE CITY OF OPELIKA AND
CAREHERE MANAGEMENT, PLLC

WHEREAS, telemedicine provides accessible, convenient healthcare to employees in the workforce; and

WHEREAS, Carehere Management, PLLC (“Carehere”) has offered to provide telemedicine health services (“telehealth services”) to eligible municipal employees on a recurring per employee per month fee along with a per visit fee; and

WHEREAS, Carehere Telehealth Services are available by mobile app, video or phone; and

WHEREAS, the City of Opelika, Alabama (the “City”) desires to provide telehealth services to its employees; and

WHEREAS, the City and Carehere heretofore entered into a Carehere Management Services Agreement (the “Existing Agreement”) dated October 1, 2012; and

WHEREAS, the City and Carehere desire to add to the Existing Agreement, telemedicine wrap services pursuant to an addendum to the Existing Agreement; and

WHEREAS, the Addendum contemplated by the City and Carehere must be contained in a written agreement signed by each party; and

WHEREAS, a proposed First Addendum to the Management Services Agreement (the “Addendum”) between the City and Carehere has been prepared and submitted to the City Council for approval, and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Addendum.

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

1. That the proposed Addendum to be entered into between the City and Carehere, a copy of which is attached hereto and marked Exhibit “A”, be and the same is hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve, which approval shall be conclusively evidenced by the execution and delivery of said Addendum.
2. That the Mayor is hereby authorized and directed to execute and deliver said Addendum in the name and on behalf of the City.
3. That the officers of the City and any person or persons designated and authorized by any officers of the City to act in the name and on behalf of the City, or any one or more of them, are authorized to do or cause to be done or performed in the name and on behalf of the City such other acts and to execute and deliver or cause to be executed and delivered in the name and on behalf of the City such other notices, certificates, assurances or other instruments or other communications under the seal of the City or otherwise, as they or any of them deem necessary or advisable or appropriate in order to carry into effect the intent of the provisions of this

Resolution and the attached Addendum.

4. That the Director of Human Resources has certified that there are adequate funds in the budget to implement the provision of telemedicine services and no budget adjustments are necessary.

5. That City employees shall reimburse the City \$25.00 for each telehealth visit, which fee shall be deducted from the employee's current wages or salary.

6. 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

EXHIBIT “A”

**FIRST ADDENDUM TO THE AGREEMENT
BETWEEN CAREHERE MANAGEMENT, PLLC
AND THE CITY OF OPELIKA, ALABAMA**

This First Addendum is entered into as of the ____ day of _____, 2019 (the "Addendum") by and between CareHere Management, PLLC ("CareHere") and the City of Opelika, Alabama ("Employer"), collectively the "Parties", and each, a "Party".

WHEREAS, the Parties entered into the CareHere Management, PLLC City of Opelika, Alabama, Agreement on October 1, 2012, (the "Existing Agreement");

WHEREAS, the Parties desire to add to the Existing Agreement, telemedicine wrap services pursuant to the terms of this Addendum; and

WHEREAS, pursuant to Section 4.03 of the Existing Agreement, the addendum contemplated by the Parties must be contained in a written agreement signed by each Party.

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this Addendum have the respective meanings assigned to them in the Existing Agreement.
2. Addendum to the Existing Agreement. As of the Effective Date (defined below), the Existing Agreement is hereby amended or modified as follows:
 - (a) Exhibit C, attached to this Addendum, shall be added in its entirety to the Agreement.
3. Date of Effectiveness; Limited Effect. This Addendum will be deemed effective as of the date first written above (the "Effective Date"). Except as expressly provided in this Addendum, all of the terms and provisions of the Existing Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties.
4. Miscellaneous.
 - (a) This Addendum shall be governed by, and interpreted in accordance with, the laws of the State of Alabama, without giving effect to its conflict of laws provisions.
 - (b) This Addendum is binding upon the parties, their successors and assigns.
 - (c) The headings in this Addendum are for reference only and do not affect the interpretation of this Addendum.
 - (d) This Addendum may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement.
 - (e) This Addendum constitutes the sole and entire agreement of the Parties with respect to the

subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

IN WITNESS WHEREOF, the Employer and CareHere have executed this Addendum as of the date first above written.

City of Opelika, Alabama

CareHere Management, PLLC

By: _____

By: _____

Name: _____

Name: Ben Baker

Title: _____

Title: Chief Operating Officer

Address: _____

Address: 5141 Virginia Way
Suite 350
Brentwood, TN 37027

Attachment: TeleHealth Exhibit A (338-19 : 1st Amendment CareHere agreement, TeleHealth services.)

EXHIBIT C CAREHERE FEE SUMMARY & SCOPE OF SERVICES

CareHere Telemedicine Wrap Fee Schedule:

CareHere shall provide telemedicine services for the below eligible employees. Employer shall provide to CareHere, not less than monthly, an eligibility file in a format acceptable to CareHere that denotes those employees able to access the telemedicine wrap services. The telemedicine wrap services include 24/7 availability for acute care medical services to Employer's eligible population as detailed below:

Eligibility*:

Employees 350

* Eligibility based on the most recently updated eligibility files but will need to be updated no less than monthly.

Management Fees:

CareHere offers the Telemedicine Wrap services on a recurring Per Employee Per Month (PEPM) fee along with a per visit fee for acute care medical visits or on a fully-loaded, capitated Per Employee Per Month (PEPM) fee depending on customer preference.

Medical Visits (PEPM + Visit Fee):

Per Employee Per Month (PEPM) Medical Visit Fee \$1.74
Per Visit Fee (Medical) \$45.00

Implementation Fee (one-time) \$1,000

Payment schedule:

Program management fees are invoiced monthly and based off the most recent eligibility file. Any implementation fee is billed and payable at contract signing.

SCOPE OF SERVICES INCLUDED IN CAREHERE MANAGEMENT FEE

Implementation Services:

- **Implementation Timeline:** product go-live is mutually agreed to be on **January 1, 2020**. Both parties may agree to move this date back if both parties feel it is in the best interests of Employer and/ or patients.
- **Implementation Kickoff Meeting:** Initial Implementation Team meeting to start the implementation process. This conference call will include all members of the implementation team, from both CareHere and Employer, to provide the foundation and expectations for the implementation process.
- **Engagement Strategy Meeting:** meeting to develop the appropriate engagement strategy for the Employer's population and what materials will be most appropriate to drive the desired level of engagement and utilization.
- **Implementation Team Calls:** routine, pre-scheduled calls to work through the mechanics of setting up the telemedicine wrap product. Call focused on clinical integration, reporting, communications, IT integration, and launch preparedness.

Acute Care:

- **Assessment and treatment** of medical conditions that are episodic in nature and short in duration. Examples include, but are not limited to, common cold, allergies, constipation, cough, diarrhea, ear problems, fever, flu, headache, insect bites, nausea, vomiting, pink eye, rash, respiratory problems, sore throat, and UTI (adult females, 18+).
- Patients will have access to ePrescribing capabilities.
- All services and care are contingent on applicable regulations and licensure.

Programmatic Integration

- **Data Integration & Continuity of Care:** Patient visit/ clinical information will be integrated back into the CareHere EMR to ensure proper coordination of care. The patient's onsite, CareHere provider will have access to, and notified of, all diagnoses, prescriptions, and recommended medical care treatment plans to insure proper continuity of care.
- **Streamlined User Experience:** Patient will have single sign on (SSO) capabilities to access all telemedicine wrap services through their online CareHere EMR account, including appointment setting.
- **Multi-Modality Capabilities:** patients will be able to access the telemedicine wrap services via a computer, tablet, phone or mobile device with video or telephonic capabilities.

Core Solutions Team Account Management and Advisory Services

- **Ongoing Support:** Your assigned DCS provides a point of contact for working with the CareHere onsite clinicians, technology team members, communications resources and others to ensure any issues are identified and addressed quickly.
- **Engagement & Communications Support:** The DCS will work collaboratively with you and the CareHere communications team to develop a detailed engagement strategy for the eligible population. Additionally, they will work to supply Employer with communications materials in order to drive appropriate utilization.
- **Strategic Planning:** the DCS will work to understand and support Employer's unique business objectives and goals. The DCS will work collaboratively with the Employer's broker/consultant, to ensure the appropriate programmatic resources are available to meet the Employer's long term healthcare strategy.

Management Reporting and Analysis

- **Monthly reporting** including, but not limited to, visit type, visit volume, utilization, modality usage preferences and trends, and cost summaries.

Engagement Strategy & Communications Materials

- **Engagement Strategy:** a customized plan of action and set of communications materials, along with a distribution calendar, to increase programmatic engagement post launch. Samples may include files containing communications materials such as: site posters, countdown flyers, email communication templates, digital communication, scope of service flyers, and programmatic detail collateral.

- **Communications Materials:** onboarding and welcome materials ensure employees can access their telemedicine support. Ongoing communications materials are available to assist in driving continuous engagement for a focused program. Your DCS will assist in development of an ongoing communications plan.

Get Care Anytime Anywhere

CareHere! POWERED BY
MDLIVE



Access 24/7 TeleHealth Services
CAREHERE.COM OR 877.423.1330.

CareHere TeleHealth powered by MDLIVE

Get care at home, office or on the road from board-certified doctors.
Avoid the trip to the urgent care for 50+ medical concerns including:

- Common cold
- Ear problems
- Pink eye
- Allergies
- Flu
- Rash
- Constipation
- Respiratory issues
- Headache
- Cough
- Insect bites
- Sore throat
- Diarrhea
- Nausea
- UTI
- Fever
- Vomiting
- And more...



CareHere TeleHealth Services provide access to remote care anywhere!

- Consults available by mobile app, video or phone
- Prescriptions can be sent to your nearest pharmacy, if medically necessary
- Continuity of care with your existing health center clinical team

RESOLUTION NO. 339-19

Appropriation contract FY2020, OIDA.**RESOLUTION NO. _____****BE IT RESOLVED** by the City Council of the City of Opelika as follows:

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

of Opelika and the Opelika Industrial Development Authority, a copy of which is hereto attached

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

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

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

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

and to attest the same, and the Mayor shall deliver one copy to the Opelika Industrial

Development Authority, and retain one copy.

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 - Treasurer

STATE OF ALABAMA

LEE COUNTY

CONTRACT FOR SERVICES BETWEEN THE CITY OF OPELIKA AND THE
OPELIKA INDUSTRIAL DEVELOPMENT AUTHORITY

THIS CONTRACT made and entered into by and between the City of Opelika, Alabama, a municipal corporation, hereinafter referred to as "City", and the Opelika Industrial Development Authority, a corporation organized and existing under the provisions of Chapter 92A, Title 11, Code of Alabama (1975) and hereinafter referred to as "Authority", as of this the 1st day of October 2019.

In consideration of the agreements herein contained, it is understood between the parties that the City will furnish funding and space as hereinafter provided and the Authority will provide the following services for or on behalf of the City.

1. The term of this agreement shall be for a period of one (1) year commencing October 1, 2019, and ending September 30, 2020; provided, however, that this agreement may be renewed hereafter by the mutual agreements of the parties for one year at a time.

2. The Authority agrees that it will provide the City the following services as its part of the overall agreement with the City of Opelika:

(a) Assist the City Economic Developer, hereinafter called Economic Developer, in managing and developing Fox Run Business Park and the Northeast Opelika Industrial Park both of which are owned by the Opelika Industrial Development Authority.

(b) Assist the Economic Developer of the City of Opelika in providing financial assistance and administrative or managerial guidance when needed.

(c) Assist the Economic Developer in coordinating the relationship between the Authority and the City, as he seeks, discovers, attracts, and promotes new and expanding businesses within or close to the City of Opelika.

(d) Assist the Economic Developer in directing and guiding a professionally qualified staff in promotion and carrying out a city-wide economic and industrial development program.

(e) Participate and coordinate with the Economic Developer and the designated research person in gathering up-to-date information, doing necessary research, distributing information and data to be used as advertisements and presentations to manufacturing, commercial and other business prospects.

(f) Cooperate and coordinate with the Economic Developer and with the City department heads in developing and preparing maps, charts, photos, topos, briefing facilities, brochures, reports and other documents as necessary and required adequately to promote new and expanding industry.

(g) Cooperate and coordinate with the Economic Developer and the President of the Chamber of Commerce the work of assisting existing industry for its expansion, solving its local problems, counseling with its leaders and doing other services pertinent to expansion of existing industry in the City of Opelika.

(h) For the mutual economic and industrial development of the City, the Authority will maintain contacts with, and coordinate and work closely with, other agencies of the City, County, and State having similar purposes, such as the Alabama Department of Commerce, the Economic Development Partnership of Alabama, the economic development departments of public and private utilities, local, area and regional planning and development agencies, other industrial development boards or authorities, railways, the state highway department, airlines, water transportation authorities, and other development organizations, including The Economic Development Council, and other similar groups, organizations and agencies.

(i) Periodically assist the Economic Developer in advising the Mayor and City Council of local, state, regional and national trends in economic development.

(j) Assist the Economic Developer of the City of Opelika in providing a timely response to all calls, letters and inquiries which particularly relate to the industrial prospects of the City of Opelika and its facilities for economic expansion and development.

(k) Assist the Economic Developer and Mayor in the public relations effort for the City insofar as it relates to the economic development of the City of Opelika.

(l) Counsel with and assist new or expanding businesses and industries who are interested in moving into this area or expanding existing facilities already within this area.

(m) Cooperate with the Economic Developer of the City of Opelika and its staff in fostering and promoting the City.

3. As compensation for the services to be rendered by the Authority, the City agrees to pay or provide funds with which to pay the Authority during the fiscal year commencing October 1, 2019, the sum of One Hundred Twenty Five Thousand and 00/100 dollars (\$125,000.00) payable in equal monthly installments on the 15th day of each month during said annual term commencing October 1, 2019.

4. Notwithstanding any of the provisions of this agreement, it is understood and agreed that the City has no financial responsibility in the business or the affairs of the Authority, and the City shall not be liable for any debts or obligations incurred by the Authority nor shall it be deemed or construed to be a partner, joint venturer, or participant in or with any of the indebtedness incurred by the Authority in connection with its industrial revenue financing for industry.

5. The Authority shall not have the right to transfer or assign any of the obligations of the Authority to the City evidenced by this agreement.

6. The Authority shall comply strictly with the laws of the State of Alabama in performing its duties hereunder and in carrying out its activities as the issuer of industrial revenue bonds.

7. The Authority agrees and understands that upon violation of any of the covenants and agreements herein contained on its part, or on account of any act or omissions on its part, the City may at its option terminate and cancel this agreement.

8. The City shall provide office space located within the City Hall in the Economic Development Department at which it is understood the Industrial Development Authority may transact its business and hold its meetings.

9. The Authority agrees that it shall not use any funds received from the City for political activity nor shall it endorse or promote the campaign of any person for political office. Prohibited political activities shall include, but not be limited to the following:

(a) Use of its influence for the purpose of interfering with or affecting the results of elections or the nominations of persons for office.

(b) Use of influence for the purpose of interfering with or affecting the results of partisan referendums.

(c) Lobbying in support of, or otherwise promotion partisan legislation, except that nothing herein shall prohibit the Authority from attempting to secure legislation solely to advance commercial and industrial development of the City of Opelika and the State of Alabama.

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

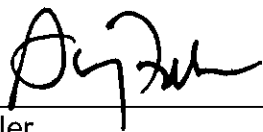
11. Subject to the provisions regarding assignment, this agreement shall be

binding upon the parties and their respective successors and assigns.

12. This agreement shall be governed by the laws of the State of Alabama.

WITNESS OUR HANDS AND SEALS THIS THE 16th DAY OF October, 2019.

CITY OF OPELIKA, ALABAMA

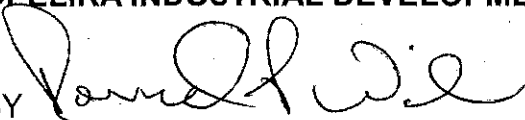
BY  ITS MAYOR
Gary Fuller

(SEAL)

ATTEST:

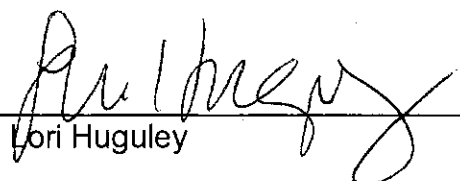
BY  ITS CITY CLERK
Robert Shuman 10-16-19

OPELIKA INDUSTRIAL DEVELOPMENT AUTHORITY

BY  ITS CHAIRMAN
Ronald Wilson

(SEAL)

ATTEST:

BY  ITS SECRETARY
Lori Huguley

Attachment: CM 10-15-19, appropriation contract, OIDA (339-19 : Appropriation contract FY2020, OIDA.)

ORDINANCE NO. 023-19-ORD

Amend City Code of Ordinances, Article II of Chapter 3.5 Game Rooms - 2nd Reading.

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE II OF CHAPTER 3.5 OF THE
CODE OF ORDINANCES OF THE CITY OF OPELIKA, ALABAMA
RELATING TO GAME ROOMS

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

Section 1. **Amendment to Section 3.5-16.** That Section 3.5-16 of the *Code of Ordinances* of the City of Opelika, Alabama, shall be amended to read as follows:

Sec. 3.5-16 Definitions

Wherever used in this article, the following words and phrases shall have the meanings herein specifically ascribed to them:

(a) *Amusement device*: Any machine or device of any description operated by the public generally for use as a game or amusement, whether or not registering a score, and whether its operation demands skill or chance or both. For the purpose of this article, an *amusement device* shall include, but shall not be limited to, the following: Pinball machines, pool, billiards, coin-operated bowling machines, video games, electronic amusement devices, video booths, games played with any number of balls, having holes, pockets, cups, or electronically activated devices, electrical impulse games, cathode games, console machines, crane machines, claw machines, pusher machines, novelty arcade games, foosball or table soccer machines, miniature racetrack, football or golf machines, target or shooting gallery machines, basketball machines, skee-ball machines, air hockey machines, trivia machines, simulator games, virtual reality machines, maze games, laser games, racing games and other similar amusement devices which can be legally operated in Alabama. The definition of *amusement device* shall not include juke boxes, soft drink machines, cigarette machines or other vending machines.

(b) *Game room*: Any place or business where five (5) or more amusement devices are kept for the use and entertainment of the public and where either the gross receipts from the operation of said amusement devices constitute more than fifty (50) per cent of the gross receipts of the business or more than fifty (50) per cent of the floor space of the public area of the premises is devoted to the operation of amusement devices.

(c) *Person*: Every natural person, association, corporation, or business entity.

Section 2. **Amendment to Section 3.5-22.** That Section 3.5-22 of the *Code of Ordinances* of the City of Opelika, Alabama, shall be amended to read as follows:

Sec. 3.5-22. - Minimum requirements.

(a) No licensee, proprietor, manager or employee of a game room shall permit:

(1) Any gambling on the licensed premises, and no monetary or tangible awards shall be offered in connection with the operation of any amusement device located on such licensed premises.

(2) Any minor under the age of fifteen (15) years to operate an amusement device between the hours of 5:00 a.m. to 3:00 p.m. on days when said minor is required to be in regular school attendance.

(3) Any screen, curtain, blind, partition or other obstruction between the entrance or room where amusement devices are played and the back or rear wall of such game room and a clear view of the entire interior from the entrance to the rear of such room must be maintained at all times. No partitions forming rooms, stalls, or other enclosures where the public congregate shall be permitted.

(b) A licensed game room shall:

(1) Be closed to the public between the hours of 2:00 a.m. and 6:00 a.m. each morning and the licensee, proprietor or manager shall not permit any person to remain in such game room between such hours, except regular employees performing necessary labor within the premises.

- (2) Meet the requirements of the fire, zoning, sanitary, electrical, building and plumbing codes of the city.
 - (3) Maintain lighting at a minimum intensity of twenty-five (25) footcandles.
 - (4) Be kept in a clean, healthful and sanitary condition at all times.
- (c) If the licensee shall permit billiards to be played for which a charge is made, the minimum requirements as provided in Chapter 23 of the Code shall apply in addition to the applicable requirements of this article.
 - (d) An owner, proprietor, manager or employee of a game room or other person exercising control over a game room, a portion of a game room, or an operational amusement device shall provide police officers with immediate unrestricted access during business hours to all areas of the game room and to all operational amusement devices located in the game room.

Section 3. **Full Force and Effect.** With the exception of the amendments made herein, all other sections and portions of Chapter 3.5 of the Code shall remain in full force and effect, notwithstanding the foregoing amendments.

Section 4. **Severability.** If any section, sentence or phrase of this ordinance is held to be invalid or unconstitutional by any court of any competent jurisdiction, said holding shall not affect the remaining portions of this ordinance.

Section 5. **Effective Date.** This ordinance shall take effect and be enforced immediately upon its adoption and publication as required by law.

Section 6. **Codification.** Sections 3.5-16 and 3.5-22, as amended herein, shall be codified in the *Code of Ordinances* of the City of Opelika, Alabama.

Section 7. **Publication.** The City Clerk of the City of Opelika is hereby authorized and directed to cause a copy of this Ordinance to be published one (1) time in a newspaper of general

circulation in the City of Opelika, Alabama.

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

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

ATTEST:

CITY CLERK

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

CITY CLERK

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2019.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. 024-19-ORD

Amend City Code of Ordinances, Sec 23-2 Extending Hours of Operation Billiard Rooms - 2nd Reading.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 23-2 OF THE
CODE OF ORDINANCES OF THE CITY OF OPELIKA, ALABAMA,
EXTENDING HOURS OF OPERATION OF BILLIARD ROOMS**

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

Section 1. **Amendment.** That Section 23-2 of the *Code of Ordinances* (the “Code”) of the City of Opelika, Alabama, is hereby amended to read as follows:

Sec. 23-2 Hours of Operation

It shall be unlawful for any person to operate a billiard room between the hours of 2:00 a.m. and 6:00 a.m. or to harbor or permit any person to remain in such billiard room between such hours, except regular employees performing necessary labor within the premises.

Section 2. **Full Force and Effect.** With the exception of the amendment made herein, all other sections and portions of Chapter 23 of the Code shall remain in full force and effect.

Section 3. **Severability Clause.** If any section, sentence or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, said holding shall not affect the remaining portions of this ordinance.

Section 4. **Effective Date.** This ordinance shall become effective and enforced immediately upon its passage and publication as required by law. Section 23-2, as amended herein, shall be codified in the *Code of Ordinances* of the City of Opelika, Alabama.

Section 5. **Publication.** The City Clerk of the City of Opelika, Alabama is hereby authorized and directed to cause this Ordinance to be published one (1) time in a newspaper of general circulation published in the City of Opelika, Lee County, Alabama.

ADOPTED AND APPROVED this the ____ day of _____, 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

ORDINANCE NO. 025-19-ORD

Amendments to the City's Personnel Policies and Procedures Manual.

ORDINANCE NO. _____

**AN ORDINANCE APPROVING AND ADOPTING AMENDMENTS TO THE
PERSONNEL POLICIES AND PROCEDURES MANUAL
OF THE CITY OF OPELIKA, ALABAMA**

WHEREAS, the City of Opelika, Alabama, (the “City”) has previously adopted general provisions pertaining to personnel rules and regulations, including, but not limited to, staffing, separations, disciplinary actions, grievance procedures, compensation and employee benefits, which are set forth in the “Personnel Policies and Procedures of the City of Opelika” (hereinafter referred to as the “Personnel Manual”); and

WHEREAS, City staff has recommended to the City Council that the Personnel Manual be updated at the present time to provide for additional and revised policies and procedures pertaining to the administration of City employees and personnel; and

WHEREAS, the City Council realizes that periodic adjustments must be made to the Personnel Manual must be made in order to keep the manual current and consistent with state and federal labor and employment law requirements as well as policies, procedures, guidelines, rules and regulations established by the City on the local level for employees; and

WHEREAS, the City Council has determined that it is in the best interest of the public health, safety and general welfare to amend the Personnel Manual at this time as recommended by City staff to update the policies, procedures, guidelines, rules and regulations.

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

Section 1. **Amendments.** That the Personnel Manual of the City of Opelika, adopted on November 19, 2002, as previously amended, is further amended in the following respects:

- (a) That Section 1.12.5 is amended to read as follows:

1.12.5 Smoking.

It shall be the policy of the City of Opelika to provide a safe and non-hazardous work environment for its employees, in so far as possible. The City of Opelika, in recognition of the fact that the U.S. Surgeon General has declared "secondary smoke" to be a health hazard to non-smokers, adopts this policy in order to reach a reasonable accommodation between the rights of smoking and non-smoking employees. It shall be the policy of the City of Opelika to attempt to reach a reasonable accommodation between the preferences of smoking and non-smoking employees. However, where a satisfactory accommodation cannot be reached, the preferences of non-smoking employees shall prevail for health, safety and welfare. "Smoking" is defined as inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, hookah, or any other lighted or heated tobacco or plant product intended for inhalation, whether natural or synthetic, in any manner or in any form. "Smoking" also includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form, or the use of any oral smoking device whatsoever.

- (b) That Section 10.1 is hereby amended to read as follows:

10.1 Hours of Operation

The Mayor will, in coordination with the City Council, establish the hours that city offices and departments will be open for business and/or manned. Normally, such hours of operations will be between 8:00 am and 5:00 pm, Monday through Friday. However, some activities, such as public safety are required to operate on a twenty-four (24) around the clock basis and other activities, such as Parks and Recreation, Opelika Environmental Services, Library, and Opelika Power Services, may be required to work expanded hours of operation to provide needed services for the citizens of the City of Opelika. The scheduling of employees needed to efficiently and effectively perform required activities during the hours of operation as established for each department will be the responsibility of the Department Head. Scheduling of employees and their attendance at work will be in accordance with the guidelines of this section.

- (c) That Section 10.3.4 is hereby amended to read as follows:

10.3.4. Public Safety, Emergency, and Public Utility Holiday Schedule.

Eligible employees who are designated public safety, emergency, or public utility employees are entitled to paid holidays as follows:

(a) Employees of the police department, and public utility departments will receive eighty (80) hours of paid holiday leave per calendar year. Paid holiday leave for these personnel will accrue at the rate of 8 hours for each holiday observed. The use of accrued holiday leave will be approved at the discretion of the employee's supervisory personnel in accordance with guidelines to be developed by the employee's Department Head. Accrued holiday leave will be approved in advance of each absence, except in unusual circumstances. Failure to comply with this requirement may result in an absence being treated as unauthorized leave and disciplinary action being taken. Accrued holiday leave will not be authorized in less than one (1) hour increments of time. In the event the Department Head is unable to schedule the total accumulated holiday leave for any of the department's employee during the calendar year, the Department Head may carry forward such accumulated hours of holiday leave to the next calendar year not to exceed 200 hours. In the event an employee will lose holiday leave due to personnel shortages in the department and the employee is not allowed to take leave on said holiday, the Department Head, in coordination with the Human Resources Director, the City Administrator and/or the Mayor, may allow the employee to be paid the holiday leave that will otherwise be forfeited.

(b) Fire protection personnel (normally scheduled to work 24-hour shifts) will receive one hundred forty-four (144) hours of paid holiday leave per calendar year. Paid holiday leave for fire protection personnel will accrue at the rate of 24 hours for each holiday observed, except that fire protection personnel shall not accrue more than 144 hours of paid holiday leave in any one calendar year. The use of accrued holiday leave will be scheduled with the approval of the Fire Chief and will be granted only for accumulated (accrued) hours earned in accordance with this subsection. In other words, fire protection personnel will not be eligible to take holiday leave during any calendar year before such leave is accrued. In the event the Fire Chief is unable to schedule the total accumulated holiday leave

for any fire protection employee during the calendar year, the Fire Chief may carry forward such accumulated hours of holiday leave to the next calendar year not to exceed 200 hours. In the event an employee will lose holiday leave due to personnel shortages in the department and the employee is not allowed to take leave on said holiday, the Department Head, in coordination with the Human Resources Director, the City Administrator and/or the Mayor, may allow the employee to be paid the holiday leave that will otherwise be forfeited. For each day (24 hours) of holiday leave taken, fire protection personnel will be paid for one twenty-four (24) shift. Newly hired fire protection personnel hired after January first of the calendar year and who are normally scheduled to work twenty-four hour shifts shall receive holiday pay during the remainder of their first calendar year on a pro-rata basis based upon accruing thirteen and one-half (13 ½) hours per designated city holiday.

- (d) That Section 10.4.1.5 is hereby amended to read as follows:

10.4.1.5. Use of Annual Leave. The use of annual leave will be approved at the discretion of the employee's supervisory personnel in accordance with guidelines to be developed by the employee's Department Head. Annual leave will be approved in advance of each absence, except in unusual circumstances. Failure to comply with this requirement may result in an absence being treated as unauthorized leave and disciplinary action being taken. Annual leave will not be authorized in less than one half (1/2) hour increments of time. Fire protection employees who work extended twenty-four (24) hour shifts will normally take their leave in twenty-four (24) hour increments. However, lesser increments of time may be approved, in accordance with department guidelines, if such authorization does not cause an undue hardship on the department and/or the city. Notwithstanding the provisions of this section, no employee shall be granted paid annual leave while said employee is suspended without pay. In the event an employee will lose annual leave due to personnel shortages in the department whereby the employee is not allowed to take leave, the Department Head, in coordination with the Human Resources Director, the City Administrator and/or Mayor, may allow the employee to be paid the annual leave that would be lost.

- (e) That Section 10.4.2.2 is hereby amended to read as follows:

10.4.2.2. General Sick Leave Accumulation. Classified service employees, except fire protection employees who are regularly scheduled to work twenty-four (24) hour shifts, will earn and accumulate sick leave credit as follows:

(a) Beginning with the first pay period after hire, employees will accrue 3.692 hours of sick leave for each pay period they are listed on payroll. Note: Sick leave will stop accumulating when an employee goes off the city payroll because of a Worker's Compensation on the job injury. Such employees may accumulate and carry forward up to sixty (60) days of sick leave (480 hours).

(f) That Section 10.4.2.3 is hereby amended to read as follows:

10.4.2.3. Fire Department Sick Leave Accumulation. Classified service fire protection employees who are regularly scheduled to work twenty-four (24) hour shifts will earn and accumulate sick leave credit as follows:

(a) Beginning with the first pay period after hire, employees will accrue 5.31 hours of sick leave for each pay period they are listed on payroll. Note: sick leave will stop accumulating when a fire protection employee goes off the city payroll because of a Workers' Compensation on the job injury. Such employees may accumulate and carry forward up to twenty-eight and three quarters (28 3/4) days of sick leave (690 hours).

Sick leave credit is calculated for fire protection employees who regularly work twenty-four (24) hour shifts based upon the extended hours they are scheduled to work as compared to other employees who are normally scheduled to work eight (8) hours per day (1.4375). When a fire protection employee who is scheduled to work a twenty-four (24) hour shift does not work any part of the scheduled shift due to use of sick leave, his accumulated sick leave hours will be reduced by the number of hours he is absent from work. Using such provisions will ensure that fire protection employees are afforded sick leave benefits equivalent to other city employees.

(g) That Section 11.8 is hereby amended to read as follows:

11.8 STANDBY PAY.

When a non-exempt employee is required to perform standby duty in his department, he will be entitled to receive standby pay. Standby duty normally requires that the employee maintain continuous contact with a city representative (or activity) and respond to a request to report to duty within fifteen (15) minutes. Contact with the city will normally include cell phone or radio, as required by department rules. Exempt employees who are placed on standby duty will not be entitled to standby pay.

11.8.1. **Authorization.** The Mayor will authorize, based upon recommendations from Department Heads, the number and types of employees required to perform standby duty in the city. The designation of employees who are to perform standby duty and to receive standby pay will be made by the appropriate Department Head in accordance with department rules and regulations.

11.8.2. **Pay While on Standby.** Each Department Head, with approval of the Mayor and the Director of Human Resources is hereby authorized to establish and implement stand-by pay guidelines and payment structures for eligible on-call personnel. The Department Head shall be responsible for determining the need for on-call availability and for assigning employees to stand-by duty status.

- (h) That Section 11.9.2 is hereby amended to read as follows:

11.9.2. Regular Rate of Pay. Call-out pay will be paid an eligible employee at his regular rate of pay. Overtime pay will be paid only if the actual time he works causes his total time for the workweek/work period to qualify for overtime in accordance with the provisions of the FLSA and these policies and procedures.

- (i) That Section 11.13 is hereby amended to read as follows:

11.13 OTHER PAY SUPPLEMENTS.

The Mayor will establish eligibility criteria for an employee to be entitled to receive a particular pay supplement and the number of employees who may be awarded such supplement. However, any individual who is being paid a supplement at the time of adoption of these policies and procedures will continue to draw such supplement so long as he continues to meet the eligibility criteria previously established for entitlement to supplement.

The City will pay eligible employees the following supplements:

Fire Department Employees Only:

- | | |
|--------------------------------------|-------------------------|
| (a) Emergency Medical Technician I | \$10.00 per pay period |
| (b) Emergency Medical Technician II | \$40.00 per pay period |
| (c) Emergency Medical Technician III | \$200.00 per pay period |

Plus an additional \$1.25 per hour for each hour assigned to a rescue vehicle.

Police Department Employees Only:

- | | |
|------------------------|------------------------|
| (d) Polygraph Operator | \$50.00 per pay period |
| (e) Detective | |

An amount equal to three percent (3%) of the two-week base salary per pay period. (Officers will draw Detective supplement pay only if they are assigned to the Investigative Services Section)

All Applicable City Employees:

- | |
|--------------------|
| (f) Bi-lingual Pay |
|--------------------|

An amount equal to three percent (3%) of the two-week base salary per pay period provided an employee meets the requirements for bilingual pay:

1. Fluent in a non-English language.
2. Job duties that require the use of non-English skills on a regular basis.
3. The employee must have direct public contact on a regular basis with residents or citizens who do not speak English.
4. The Human Resources Department may require the employee to take and pass a proficiency test.
5. Supplemental pay will be discontinued if the employee is reassigned to a different position where the usage of bilingual skills is no longer needed.
6. Employees receiving bilingual pay are expected to translate for employees who are not bilingual in the event such services are needed.
7. Employees receiving bilingual pay may be required to report to work during non-scheduled working hours and may have a role in disaster recovery efforts and may be expected to work during periods of emergency response by the City.

The pay supplement will be awarded the pay period following certification meeting the above criteria. If an employee has attained multiple degrees, only the highest degree will be recognized for the pay supplement. Employees are not eligible for the pay supplement if the degree conferred is a requirement for the position held by the employee.

- (j) That Section 12.4.2.2. is hereby amended to read as follows:

12.4.2.2. **Health Plan**. Generally, new employees are covered on the first of the month following date of employment. New eligible employees may be covered by the city's group health plan by completing a written application for such coverage within thirty-one (31) days of their employment with the city. If an employee does not apply for coverage within this time period and later wishes to apply for coverage, his coverage will not become effective until the carrier gives its written consent for such coverage. An eligible employee may select either single coverage for himself or family coverage to include his eligible dependents. The city will pay

a percentage of cost associated with single coverage for the employee. The employee will be responsible for the costs associated with coverage for his family. Benefits paid under the employee health insurance plan will be coordinated with any other health insurance plan the employee may come under in accordance with the terms of the policy. Any employee covered by the employee health insurance plan may at separation be eligible to purchase coverage for himself and/or his dependents in accordance with the terms of the policy and federal law.

Except as otherwise provided, any eligible employee, at the time of service retirement, may elect to purchase health insurance coverage for himself and dependents under the city's group health insurance plan. An eligible employee as used herein shall mean:

- (a) Any employee with at least ten (10) years of creditable service who has attained age sixty (60) at the time of withdrawal from the service.
- (b) An employee with twenty-five (25) years or more creditable service at the time of withdrawal from service.

Payment of premiums for individual and/or dependent coverage hereunder shall be the financial responsibility of the retired employee and such premium payment shall be made to the city on or before the first day of each month, payable one (1) month's premium in advance. All coverage shall cease when the retiree reaches the age of 65 or becomes eligible for Medicare, whichever occurs first. Employees who retired prior to October 1, 2019 may remain until the retiree reaches age 65.

- (k) That Section 12.5.3 is hereby amended to read as follows:

12.5.3. Eligible Education and Tuition Expenses.

- (a) Educational assistance will be provided for courses of study which are directly related to the employee's present job or which will enhance the employee's potential for enhancement to a position within the City which the individual has a reasonable expectation of achieving.

(b) Eligible courses shall only be available through an accredited college, university, community college, technical school or business school approved by the Mayor. The educational establishment must have a campus within a sixty-five (65) mile radius of the City or online classes specifically approved by the Mayor - i.e. Columbia Southern University.

(c) Reimbursable costs and expenses comprise registration fees, tuition, lab fees and shop fees. No other expenses shall be considered for reimbursement. Employees are prohibited from requesting tuition reimbursement for allowable costs for which they have received financial support from other sources, such as VA benefits, grants, scholarships, fellowships, etc.

(d) The maximum reimbursement the employee shall receive within one (1) calendar year is \$8,000 and \$4,000 for one (1) semester.

(e) Student activity fees, late fees, books, school supplies, parking fees, lodging, meals and transportation costs do not qualify for reimbursement.

(f) Successful completion of coursework is defined as:

- A grade of C (or 2.0) or better for an undergraduate course
- A passing grade or better for a graduate course
- A grade of “pass” for a pass/fail course

(g) Employees will be reimbursed using the following criteria:

Associates and Bachelors Degrees

Percent of Reimbursement	Grade Obtained
100%	A
85%	B
75%	C
100%	Pass (Pass/Fail courses)

0%

D, F or Fail (Pass/Fail courses)

Master's Degrees

Percent of Reimbursement

Grade Obtained

50%

A

40%

B

30%

C

50%

Pass (Pass/Fail courses)

0%

D, F or Fail (Pass/Fail courses)

Section 2. **Severability.** The provisions of this ordinance are severable. If any section, subsection, clause, sentence or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall not affect the validity of the remaining portions of this ordinance.

Section 3. **Cumulative of All Other Ordinances.** The provisions of this ordinance are cumulative of all other ordinances or parts of ordinances governing or regulating the subject matter as covered herein, provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

Section 4. **Repeal of Ordinance No. 020-19.** That Ordinance No. 020-19, adopted on September 17, 2019, is hereby repealed and this ordinance is substituted in lieu thereof.

Section 5. **Effective Date.** This ordinance shall become effective upon its passage, approval and publication as required by law.

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

ADOPTED AND APPROVED this the ____ day of _____, 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