



OPELIKA CITY COUNCIL
“ REGULAR MEETING MINUTES “
300 Martin Luther King Blvd.
March 17, 2020
TIME: 7:00 PM

1. Call to Order

President Smith called the council meeting to order at 7:25 pm and asked Mr. Jones to call the roll.

2. Roll Call

Mr. Jones called the roll and all city council members were present.

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

3. Invocation

Mr. Tippet provided the invocation.

1. Tom Tippet, Church at Opelika.

4. Pledge of Allegiance

Mr. Jones lead the Pledge of Allegiance.

1. Russell Jones City Clerk/Treasurer.

5. Reading of Minutes

1. Minutes from the 03-03-20 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

Mayor Fuller asked City Administrator Joey Motley to give the February 2020 monthly building report to the council.

1. February 2020 Monthly Building Report

8. Citizen Communications

Mr. Lindburgh B. Jackson presented his argument of clearing the title. Belinda Humphrey accompanied Mr. Jackson as the buyer of the property. Mr. Jackson proceeded to pass out updated pictures to the council members to show them work has been done since the last council meeting. Mr. Jackson also stated he has been in contact with Mr. Kappelman and the contractor working on the property. Mr. Jackson asked for another stay on the property of 120 days. Mr. Gunter and Mr. Kappelman verified at the request of President Smith that April 15 is the date of demolition. President Smith stated the council would like to see more of what has been done by the next council meeting. Mr. Smith T asked if Mr. Jackson's aunt is the one doing the renovations. Mr. Jackson answered that the buyer is doing the renovations. President Smith asked if ownership of the property had been transferred. Mr. Jackson explained ownership of the

property has not been transferred yet. Attorney Cody Wayne Foote stated he was there to help answer any questions. Mr. Kappelman stated he would have to issue a building permit to the buyer for them to legally get the property up to date. Mr. Kappelman also stated the permit would be legally valid for 180 days and it would conflict with the current demolition order as of April 15. Mr. Gunter stated the city and the property owner could enter into a written extension agreement if necessary. Mr. Kappelman then stated there is a clause in the city's demolition ordinance that allows him to extend the demolition 180 days by explanation to council. President Smith stated to Mr. Kappelman that would be what is needed in this case. Ms. Jones asked for more understanding of what was being allowed so the buyer could legally do work to the property. President Smith explained building code enforcement is going to allow an extension of the demolition by 180 days to do more work to the property by issuing them a renovation permit. Mr. Kappelman verified President Smith was correct. President Smith asked Mr. Gunter if the council needed to take any action. Mr. Gunter stated no action by council was necessary but there needed to be a written agreement between the city and the property owner and Mr. Kappelman could handle it. President Smith asked Mr. Foote and Mr. Kappelman to take care of the written agreement for extension. Mr. Foote and Mr. Kappelman agreed.

9. Report of Disbursements

10. Committee Reports

11. General Business

1. Request from Main Street, Songwriters Festival on 3-29-2020.

Ms. Pitts asked if this could be cancelled. Mr. Jones answered that it could be cancelled.

RESULT: APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: Patricia Jones, President Pro-Tem

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

2. Request from Envision for 6th Annual Unity Stampede 5K/Walk on 4-25-2020.

Mr. Canon asked if the Coronavirus should still be around at the time of the event and we are forced to not allow the event can it be cancelled? President Smith asked Mr. Gunter if the event would be able to be cancelled. Mr. Gunter referred to if the ordinance on the agenda passed giving the Mayor emergency powers that he would be able to cancel events such as this.

RESULT: APPROVED [UNANIMOUS]

MOVER: Tiffany Gibson-Pitts, Council Member

SECONDER: Dozier Smith T, Council Member

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

3. Request from Main Street, On Tap Craft Beer and Food Truck Event on 5-16-2020.

RESULT: APPROVED [UNANIMOUS]

MOVER: David Canon, Council Member

SECONDER: Tiffany Gibson-Pitts, Council Member

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

4. Request from March of Dimes for Annual March for Babies on 5-16-2020.

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

5. Request from Main Street, Inaugural Opelika Jazz and Arts Festival on 6-20-2020.

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

12. Awarding of Bids

Mr. Motley asked that the first bid on the agenda be taken off due to reasons explained in the work session.

1. Bids 060-20 Viper-ST Solid Dielectric Reclosers & SEL-651R2 Controls - OPS

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

13. Resolutions

1. Resolution 061-20 Expense Reports from various departments.

RESULT: **APPROVED [4 TO 0]**
MOVER: Dozier Smith T, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Patricia Jones, Dozier Smith T, David Canon, Eddie Smith
ABSTAIN: Tiffany Gibson-Pitts

2. Resolution 062-20 Purchase AVO Swat Gear - US Communities Contract #4400008468 - PD

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

3. Resolution 063-20 Purchase Libelium Sensors - Sole Source - IT

Mr. Canon asked Information Technology Director Stephen Dawe what exactly was being purchased. Mr. Dawe explained what they were and why they were needed by multiple departments. Ms. Jones also asked if this would help with the noise problem. Mr. Dawe said yes it would help with the noise problem.

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

4. Resolution 064-20 Agreement with Lexipol, LLC. Approving Invoices for Subscription Services - PD.

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

5. Resolution 065-20 Special Appropriation to Envision Opelika, 6th Annual Unity Stampede Walk/Run.

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

6. Resolution 066-20 Agreement with TTL, Inc. for Industrial Blvd. / Northpark Dr. Improvements. - Eng

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

7. Resolution 067-20 Agreement Approving Settlement and Release between the City of Opelika and Stone Martin Builders.

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

14. Ordinances

1. Ordinance Authorize Sale of City Property, 1506 Harper Street - 2nd Reading - TABLED.

Mr. Gunter said that he believed the council wished to vote to remove the item off the table. President Smith said that the council did not wish to do that at this time and to leave the item on the table.

2. Ordinance 008-20-ORD Concerning the Coronavirus (COVID-19) Public Health Emergency - 1st Reading.

Mr. Gunter explained that we are facing an unprecedented crisis and that he would recommend introduction and passage of the ordinance by suspending the rules to give the Mayor the ability to lead our city appropriately. President Smith asked for a member of the council to introduce the ordinance. Ms. Jones introduced the ordinance. 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.

Ms. Jones asked Mr. Gunter to read the amendment to the ordinance discussed in the work session. Mr. Gunter read the amendment to address being able to vote by telecommunication if so allowed by the Governor or State Legislature on a temporary basis. Ms. Pitts also asked Mayor Fuller a question about the ordinance giving him the ability to close non-essential businesses and if that would include veterinary clinics. Mayor Fuller answered saying that he would have to consider closing any business on a case by case basis.

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

15. Appointments

1. Reappoint Tipi Miller to the Opelika School Board. New term ends 4-1-2025.

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

16. Adjourn

The City Council meeting minutes of March 17th, 2020 are hereby adopted and approved this the 7th day of April, 2020.

/s/ Eddie Smith

President of City Council

City of Opelika, Alabama

ATTEST:

/s/ Russell A. Jones

Russell A. Jones

City Clerk - Treasurer

1. Character Trait of the Month - Discipline, training to act in accordance with rules. President Smith thanked Mayor Fuller, Mr. Gunter and the city leadership positions for their fight against the quarry. President Smith also explained how unified the City of Opelika, City of Auburn and Lee County were with the issue of the quarry. Mayor Fuller also commented on all the different communities and organizations that made it a total team effort and thanked them for their effort. Mayor Fuller also explained the city is still moving forward with the annexation of the property so this will not be an issue ever again moving forward. President Smith then read the character trait of the month before calling for adjournment.

2. Motion to Adjourn

The council meeting ended at 7:59 pm.

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



City Council
204 South 7Th Street
Opelika, AL

ADOPTED

CM MINUTES (ID # 4002)

Meeting: 03/17/20 07:00 PM
Department: City Clerk
Category: CM Minutes
Prepared By: Russell Jones
Initiator: Russell Jones
Sponsors:
DOC ID: 4002

Minutes from the 03-03-20 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



OPELIKA CITY COUNCIL
“ REGULAR MEETING MINUTES “
 300 Martin Luther King Blvd.
March 3, 2020
TIME: 7:00 PM

1. Call to Order

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

2. Roll Call

Mr. Jones called the roll and all city council members were present.

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

3. Invocation

Mr. Tippet provided the invocation.

1. Tom Tippet, Church at Opelika.

4. Pledge of Allegiance

Carter and Akeila lead the Pledge of Allegiance.

1. Carter Evans and Akeila Driver from Opelika Middle School.

5. Reading of Minutes

1. Minutes from 02-18-20 Council Meeting.

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

6. Unfinished Business

7. Remarks By the Mayor

Mayor Fuller mentioned that Travel with Care is going to host a Boating Safety Class at the Lewis Cooper Jr. Memorial Library on March 5th at 5:30pm. Mayor Fuller also made mention of the importance of everyone participating in the upcoming 2020 Census.

1. Recognize Billy Edwards with the Keep Opelika Beautiful Volunteer of the Year Award
 Mayor Fuller asked Tipi Miller Director of Keep Opelika Beautiful and Billy Edwards to come forward and recognized Mr. Edwards as the "Keep Opelika Beautiful Volunteer of the Year".
 Mayor Fuller and Tipi Miller explained Mr. Edwards accomplishments.

2. Recognize Morris Avenue Intermediate School as an AL Green Ribbon Schools Award winner.

Mayor Fuller asked Morris Avenue Intermediate School Principal Nino Mason and PE Coach Chris Rhodes to come forward and be recognized as one of two schools in Alabama to receive the Alabama Green Ribbon Schools Award. Mayor Fuller also explained this award qualified them to compete on a national level.

8. Citizen Communications

Mr. Lindburgh B. Jackson asked the council for a 30 day stay for his family member's property which is going out for bids to be demolished. He stated he and his family member are going to

try and bring the property up to standard so it may be sold to a buyer they have found for the property. Jeff Kappelman, city building inspector, addressed the state of the demolition at 1113 Lake St and said this is the third time the property has been scheduled for demolition by the council. Mr Gunter also explained the processes the council has gone through each of the three different times for the property, and if a stay was allowed it would mean if the property was not sold by the owner, it would cause the council to start the 180-day process over again for a fourth time. Mr Jackson assured the council they would indeed sell the property within 30 days. Mr. Gunter explained to the council about all the issues with the title and taxes owed on the property. Mr. Jackson explained the attorney they hired is helping them clear the title for them to sell the property. Mr. Gunter again explained the problem with the tax deed. President Smith then asked for Mr. Kappelman to provide the council with current pictures of the property. Mr. Kappelman distributed pictures to the council. Mr. Jackson stated to the council he and his family member and their attorney would get all issues with the title fixed and the property sold within 30 days. President Smith stated Mr. Jackson could try to clear the title and sell the property within the 30 days but the demolition would go forward as planned for April 15, 2020.

9. Report of Disbursements

10. Committee Reports

11. General Business

1. Request for annual Going Blue for Autism at Courthouse Square on 4-02-2020.

RESULT: APPROVED [UNANIMOUS]

MOVER: David Canon, Council Member

SECONDER: Tiffany Gibson-Pitts, Council Member

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

2. Request from Main Street, Taste of the Town on 4-28-2020.

RESULT: APPROVED [UNANIMOUS]

MOVER: Tiffany Gibson-Pitts, Council Member

SECONDER: Dozier Smith T, Council Member

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

3. Request from Main Street, two events, Touch-A-Truck and Burger Wars on 5-30-2020.

RESULT: APPROVED [UNANIMOUS]

MOVER: David Canon, Council Member

SECONDER: Patricia Jones, President Pro-Tem

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

12. Awarding of Bids

President Smith asked Mr. Motley to present the bid to the council.

1. Bids 048-20 New Fire Training Facility - FD

RESULT: APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: Tiffany Gibson-Pitts, Council Member

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

13. Resolutions

1. Resolution 049-20 Expense reports from various departments.

RESULT: APPROVED [4 TO 0]
MOVER: David Canon, Council Member
SECONDER: Tiffany Gibson-Pitts, Council Member
AYES: Tiffany Gibson-Pitts, Dozier Smith T, David Canon, Eddie Smith
ABSTAIN: Patricia Jones

2. Resolution 050-20 Designate City Personal Property as Surplus & Authorize Disposal

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

3. Resolution 051-20 Purchase - (624) Toter 96 Gal EVR II Carts - Sourcewell Contract #041217-WQI - OES

Ms. Pitts asked if this was the last amount of cans to be purchased. Mr. Motley said he would check and Mr. Smith T said to his knowledge it would either be the last or next to last purchase of new cans.

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

4. Resolution 052-20 Grant Application with FEMA for local share of a new Ladder Truck. - FD

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

5. Resolution 053-20 Grant Application with FEMA to Replace Air Compressor Cascade System. - FD

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

6. Resolution 054-20 Grant Application with ADECA for the Youth Incarceration Prevention Program.

Ms. Pitts asked for further explanation as to why the program was needed for our community. President Smith gave a summary as to why he believes the grant and pilot program would be beneficial. Ms. Pitts stated she would like to see specific numbers to explain why this was something needed. President Smith agreed to do so after the meeting.

RESULT: APPROVED [4 TO 0]
MOVER: David Canon, Council Member
SECONDER: Dozier Smith T, Council Member
AYES: Patricia Jones, Dozier Smith T, David Canon, Eddie Smith
ABSTAIN: Tiffany Gibson-Pitts

7. Resolution 055-20 Authorize the Expenditure of Public Funds for Census 2020 Community Events.

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

8. Resolution 056-20 Authorize a Local Bill for Annexation into Opelika's Corporate Limits.

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

9. Resolution 057-20 Annual appropriation contract for Boys & Girls Clubs FY2020

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

10. Resolution 058-20 Special appropriation to the American Cancer Society - Relay for Life 4-17-2020.

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

11. Resolution 059-20 Purchase One (1) 2019 Caterpillar 420F2 Backhoe - PW

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

14. Ordinances

1. Ordinance Authorize Sale of City Property, 1506 Harper Street - 2nd Reading - TABLED.

Mr. Gunter stated that the council does not wish to make a motion to remove the ordinance from the table at this time.

2. Ordinance 007-20-ORD Amend Zoning Ord & Map: R-1 to PUD, 150 Acres, 2015 South Uniroyal Road - 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

15. Appointments

16. Adjourn

The City Council meeting minutes of March 3rd, 2020 are hereby adopted and approved this the ____ day of _____, 2020.

President of City Council
City of Opelika, Alabama

ATTEST:

Russell A. Jones

City Clerk - Treasurer

1. Character Trait of the Month - Discipline, training to act in accordance with rules.
President Smith read the Character Trait of the Month before calling for adjournment.

2. Motion to Adjourn

The council meeting ended at 7:45 pm.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Patricia Jones, President Pro-Tem

SECONDER: David Canon, Council Member

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

Attachment: CM minutes from 3-3-20 (4002 : Minutes from the 03-03-20 Council Meeting.)



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

Meeting: 03/17/20 07:00 PM
Department: Building Inspection
Category: Building Permit Report.
Prepared By: BJ Lowery
Initiator: Jeff Kappelman
Sponsors:

MAYOR'S REMARKS (ID # 4008)

DOC ID: 4008

February 2020 Monthly Building Report



CITY OF
OPELIKA
alabama

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 - 2020

Building Repairs	Commercial	Residential
Buildings Condemned	0	2
Buildings Demolished	0	1
Building Repairs	7	22
Plumbing Upgrades	1	11
Electrical Upgrades	6	13
Mechanical Upgrades	6	13
Reroofs And Roof Repairs	0	7
Mobile Home Services	0	0
Building Additions/Accessory Structures	1	7

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:

4	New Buildings: Commercial	\$12,316,011.00
32	Commercial Renovations And Repairs	\$2,625,618.00
14	Signs	\$41,056.00
143	New Single Family Homes	\$37,106,901.59
71	Residential Repairs And Renovations	\$1,947,413.00
0	New Apartment Units	\$0.00
0	New Duplex Residences	\$0.00
66	Total Building Permits Issued	\$0.00

330	Permit Total Issued for FY 2020	\$54,036,999.59
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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

Monthly Permits For February, 2020

Work & Repair On Buildings:

Building Repairs	Commercial	Residential
Buildings Condemned	0	0
Buildings Demolished	0	0
Building Repairs	4	15
Plumbing Upgrades	5	2
Electrical Upgrades	7	6
Mechanical Upgrades	3	2
Reroofs And Roof Repairs	0	7
Mobile Home Services	0	0
Building Additions/Accessory Structures	0	2

Monthly Totals For February 2011-2020

2011	\$2,609,912.00
2012	\$6,527,779.00
2013	\$4,398,357.00
2014	\$4,076,908.00
2015	\$82,365,514.00
2016	\$11,684,949.00
2017	\$7,091,724.00
2018	\$7,467,928.63
2019	\$8,803,421.50
2020	\$14,265,609.30

Total Permits Issued:

2	New Buildings: Commercial	\$3,595,000.00
4	Commercial Renovations And Repairs	\$530,500.00
4	Signs	\$10,305.00
41	New Single Family Homes	\$9,688,183.30
15	Residential Repairs And Renovations	\$441,621.00
	New Apartment Units	
	New Duplex Residences	
66	Total Building Permits Issued	

Total Permits Issued For February, 2020

\$14,265,609.30

TAKEN FROM THE RECORDS OF THE
 BUILDING INSPECTOR


 Jeff Kappelman
 Chief Building Inspector

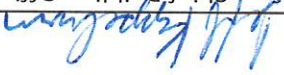


City of Opelika Building Inspections Department February 2020 Monthly Building Report				
Issue Date	Main Address	Work Class	Company	Valuation
2/3/2020	2701 STONYBROOK RD	Roofs	KEN KIRCHLER CONSTRUCTION	\$ 15,000.00
2/3/2020	3082 YARDS LN	New Single Family Detached	CONNER BROTHERS CONSTRUCTION	\$ 138,930.00
2/3/2020	710 HERNDON ST	Decks	Robert Gates	\$ 2,000.00
2/3/2020	610 COMANCHE DR 38	Accessory Buildings	Charles Brown	\$ 1,360.00
2/3/2020	2774 SPRING LAKES XING	New Single Family Detached	CLAYTON PROPERTIES GROUP INC	\$ 221,441.00
2/3/2020	1009 4TH AVE	Roofs	Ruth Blessing	\$ 2,000.00
2/4/2020	2810 PEPPERELL PKWY	New	MARSHALL & ASSOCIATES LLC	\$ 2,950,000.00
2/5/2020	1046 ODEN CT	New Single Family Detached	STONE MARTIN BUILDERS	\$ 186,648.40
2/5/2020	2707 SOCIETY HILL RD C	Addition	Danny Daveport	\$ 5,000.00
2/5/2020	4058 BROADVIEW DR	New Single Family Detached	STONE MARTIN BUILDERS	\$ 162,945.40
2/5/2020	2070 NIGHTSONG LN	New Single Family Detached	STONE MARTIN BUILDERS	\$ 365,535.50
2/5/2020	1405 ALBERT CT	Roofs	Enoch Betts	\$ 800.00
2/5/2020	627 TOWNE LAKE PKWY	Accessory Buildings	James Gillock	\$ 3,461.00
2/6/2020	2005 HIGHPOINT DR	Addition	ALAN YATES CONSTRUCTION	\$ 165,000.00
2/7/2020	4199 BROADVIEW DR	New Single Family Detached	STONE MARTIN BUILDERS	\$ 196,008.20
2/7/2020	690 HIGH FIELD CT	New Single Family Detached	STONE MARTIN BUILDERS	\$ 187,973.00
2/7/2020	752 OWENS WAY	New Single Family Detached	STONE MARTIN BUILDERS	\$ 293,597.20
2/7/2020	2804 HEATHER PL	New Single Family Detached	BUILDERS PROFESSIONAL GRP LLC	\$ 221,144.00
2/7/2020	1010 GWYNNE'S WAY	New Single Family Detached	BUILDERS PROFESSIONAL GRP LLC	\$ 270,863.30
2/7/2020	302 FOX RUN AVE	Signs	SIGN SOURCE	\$ 680.00
2/10/2020	1981 CALCUTTA CIR	New Single Family Detached	MOORES CONSTRUCTION	\$ 268,148.00
2/11/2020	2711 MILL LAKES RDG	New Single Family Detached	CLAYTON PROPERTIES GROUP INC	\$ 216,750.00
2/11/2020	3000 ALUMNI LN	New Single Family Detached	DILWORTH DEVELOPMENT INC	\$ 205,370.00
2/11/2020	2671 MILL LAKES RDG	New Single Family Detached	CLAYTON PROPERTIES GROUP INC	\$ 222,815.00
2/11/2020	3006 ALUMNI LN	New Single Family Attached	DILWORTH DEVELOPMENT INC	\$ 205,370.00
2/11/2020	3002 ALUMNI LN	New Single Family Attached	DILWORTH DEVELOPMENT INC	\$ 205,370.00
2/11/2020	3004 ALUMNI LN	New Single Family Attached	DILWORTH DEVELOPMENT INC	\$ 205,370.00
2/12/2020	2406 FREDERICK RD 1	Communication Towers	ERICSSON INC	\$ 18,000.00

2/12/2020	102 N 10TH ST	Alteration	HOLT LEWIS LLC	\$ 7,500.00
2/12/2020	2460 ENTERPRISE DR	Alteration	FARRIS INTERIOR INSTALLATION	\$ 500,000.00
2/13/2020	1408 MONROE AVE	Roofs	Belinda Humphrey	\$ 3,600.00
2/13/2020	3440 LAKESHORE DR DR	New Single Family Detached	TOLAND CONSTRUCTION LLC	\$ 258,415.00
2/14/2020	3511 KING AVE	Roofs	B&L ROOFING	\$ 4,000.00
2/14/2020	2035 INTERSTATE DR	Signs	RELIABLE SIGN SERVICES INC	\$ 7,560.00
2/17/2020	1300 SPRING LAKES XING	New Single Family Detached	MATHEWS DEVELOPMENT CO LLC	\$ 262,656.00
2/17/2020	13 DOVER ST	Roofs	B&L ROOFING	\$ 3,500.00
2/18/2020	205 CEDAR CREEK DR	New Single Family Detached	GRAYHAWK HOMES INC	\$ 246,822.00
2/18/2020	1887 WILDWOOD DR	New Single Family Detached	EDGAR HUGHSTON BUILDER INC	\$ 237,162.00
2/18/2020	1850 WILDWOOD DR	New Single Family Detached	EDGAR HUGHSTON BUILDER INC	\$ 282,040.00
2/18/2020	1910 2ND AVE	Alteration	Luis Bejaraso	\$ 2,400.00
2/18/2020	1849 WILDWOOD DR	New Single Family Detached	EDGAR HUGHSTON BUILDER INC	\$ 266,739.00
2/18/2020	1857 WILDWOOD DR	New Single Family Detached	EDGAR HUGHSTON BUILDER INC	\$ 293,008.00
2/18/2020	1868 WILDWOOD DR	New Single Family Detached	EDGAR HUGHSTON BUILDER INC	\$ 267,374.00
2/18/2020	1862 WILDWOOD DR	New Single Family Detached	EDGAR HUGHSTON BUILDER INC	\$ 286,111.00
2/18/2020	207 CEDAR CREEK DR	New Single Family Detached	GRAYHAWK HOMES INC	\$ 203,183.00
2/18/2020	404 N 3RD ST	Alteration	SCOTT LAND CO INC	\$ 30,000.00
2/18/2020	201 CEDAR CREEK DR	New Single Family Detached	GRAYHAWK HOMES INC	\$ 236,003.00
2/18/2020	1802 ARCHER WAY	New Single Family Detached	EDGAR HUGHSTON BUILDER INC	\$ 261,922.00
2/18/2020	1865 WILDWOOD DR	New Single Family Detached	EDGAR HUGHSTON BUILDER INC	\$ 246,300.00
2/19/2020	1845 CANNON GATE DR	New Single Family Detached	STONE MARTIN BUILDERS	\$ 228,454.40
2/19/2020	702 HIGH FIELD CT	New Single Family Detached	STONE MARTIN BUILDERS	\$ 261,564.00
2/19/2020	3640 QUAIL TRCE	New Single Family Detached	CONNER BROTHERS CONSTRUCTION	\$ 218,290.00
2/19/2020	2058 NIGHTSONG LN	New Single Family Detached	STONE MARTIN BUILDERS	\$ 293,317.60
2/19/2020	1045 HAMPSHIRE LN	New Single Family Detached	STONE MARTIN BUILDERS	\$ 196,012.70
2/19/2020	3013 SOCIETY HILL RD	Alteration	TIM THOMASON CONSTRUCTION & LAN	\$ 200,000.00
2/19/2020	756 OWENS WAY	New Single Family Detached	STONE MARTIN BUILDERS	\$ 186,648.40
2/19/2020	4127 BROADVIEW DR	New Single Family Detached	STONE MARTIN BUILDERS	\$ 186,648.40
2/19/2020	1817 MORNING GLORY DR	New Single Family Detached	STONE MARTIN BUILDERS	\$ 253,662.30
2/19/2020	2005 NIGHTSONG LN	New Single Family Detached	STONE MARTIN BUILDERS	\$ 279,135.50
2/21/2020	3000 WYNNDHAM INDUSTR	New	WB CONSTRUCTION	\$ 645,000.00

2/21/2020	3101 FREDERICK RD 2	Signs	Genevelyn Crawford	\$ 1,400.00
2/24/2020	1977 CALCUTTA CIR	New Single Family Detached	MOORES CONSTRUCTION	\$ 266,346.00
2/25/2020	1624 3RD AVE	Roofs	B&L ROOFING	\$ 3,500.00
2/26/2020	1051 S FOX RUN PKWY	Signs	Greenlight Signs	\$ 665.00
2/27/2020	3482 EAGLE TRL	New Single Family Detached	CONNER BROTHERS CONSTRUCTION	\$ 196,090.00
2/28/2020	3051 FREDERICK RD 5	Alteration	MUHAMMAD KHAN	\$ 5,000.00
				\$ 14,265,609.30

Jeff Kappelman Chief Building Official





City Council
204 South 7Th Street
Opelika, AL

ADOPTED

GENERAL BUSINESS (ID # 3998)

Meeting: 03/17/20 07:00 PM
Department: City Clerk
Category: Request / Temp Street Closure
Prepared By: Russell Jones
Initiator: Russell Jones
Sponsors:
DOC ID: 3998

Request from Main Street, Songwriters Festival on 3-29-2020.

COMMENTS - Current Meeting:

Ms. Pitts asked if this could be cancelled. Mr. Jones answered that it could be cancelled.

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



February 28, 2020

Mr. Russell A. Jones
City Clerk
City of Opelika, Alabama

Dear Russell,

Opelika Main Street would like to request a street closure on behalf of The Sound Wall. They will be having their annual Opelika Songwriters Festival the weekend of Sunday March 29, 2020.

Please note that the street closure is just for one day and not for the entire festival.

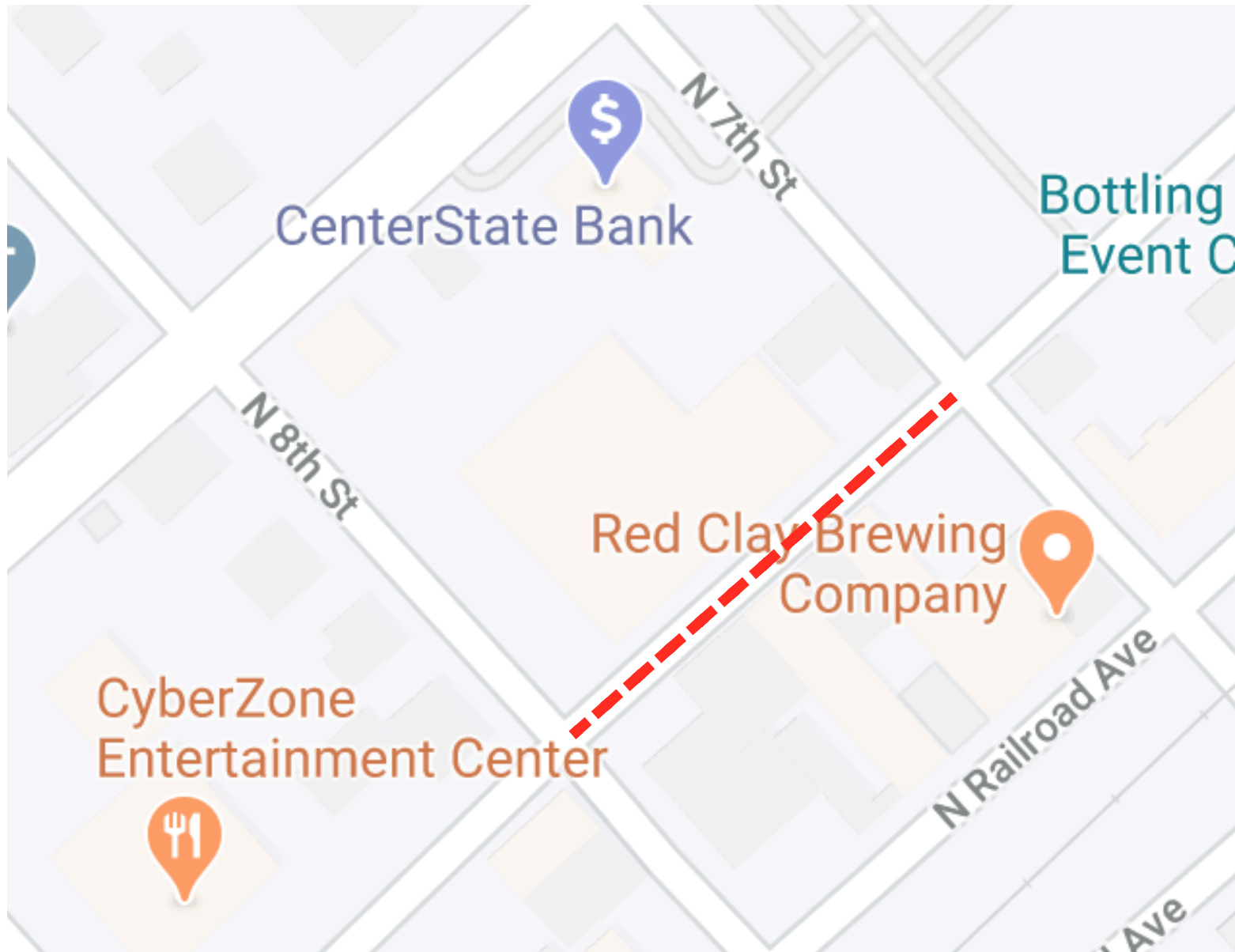
On behalf of the festival staff, we would like to request the following street closed from
12PM-5PM on March 29, 2020:

-1st Avenue from N. 7th Street to N. 8th Street

I have attached a map for the event.

Thank you so much for your consideration

Ken Ward
Executive Director
Opelika Main Street





City Council
204 South 7Th Street
Opelika, AL

ADOPTED

GENERAL BUSINESS (ID # 4011)

Meeting: 03/17/20 07:00 PM
Department: City Clerk
Category: Request / Temp Street Closure
Prepared By: Russell Jones
Initiator: Russell Jones
Sponsors:

DOC ID: 4011

Request from Envision for 6th Annual Unity Stampede 5K/Walk on 4-25-2020.

COMMENTS - Current Meeting:

Mr. Canon asked if the Coronavirus should still be around at the time of the event and we are forced to not allow the event can it be cancelled? President Smith asked Mr. Gunter if the event would be able to be cancelled. Mr. Gunter referred to if the ordinance on the agenda passed giving the Mayor emergency powers that he would be able to cancel events such as this.

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

Last Name: _____ First Name: _____ Age: _____ Sex: _____

Address: _____ City, State & Zip: _____

Date of Birth: _____ Phone: _____ () _____ Email: _____

I am a : ☐ SU Student ☐ SU Faculty/Staff ☐ Member of the Community ☐ K-12 Student ☐ Sponsor (name) _____

Event: ☐ 5K ☐ 1 Mile Fun Run/Walk ☐ 1 Mile Wheel T-shirt Size: Youth: ☐ S ☐ M ☐ L Adult: ☐ S ☐ M ☐ L ☐ XL ☐ XXL ☐ XXXL

I know that running a road race is a potentially hazardous activity that could cause injury or death. I should not enter and run unless I am medically able and properly trained, and by my signature I certify that I am medically able to perform this event, am in good health and am properly trained. I agree to abide by any decision of a race official relative to any aspect of my participation in this event, including the right of any official to deny or suspend my participation for any reason whatsoever. I am assume all risks associated with running, walking and wheeling this event, including but not limited to: falls, contact with other participants, the effects of the weather, including high heat and/or humidity, traffic and the conditions of the road, all such risks being known and appreciated by me. I understand that bicycles, skateboards, roller skates or blades and animals are not allowed in the race and I will abide by these guide lines. I understand that my picture may be taken during the event and used in marketing materials and through social media. Having read this waiver and knowing these facts and in consideration of your accepting my entry, I, for myself and anyone entitled to act on my behalf, waive and release Southern Union State Community College, Envision Opelika Foundation Opelika Sportsplex, all sponsors, their representatives and successors from all claims and liabilities of any kind arising out of my participation in this event on April 25, 2020.

Signature of Participant: _____ Date: _____
(Parent/Guardian must sign for participants under 19)

Race Entry Fee: \$ _____

Additional Donation: \$ _____ Envision Opelika Foundation \$ _____ Southern Union Foundation

Total Enclosed: \$ _____

Make checks payable to: Southern Union Foundation (Both the SU and Envision Opelika Foundations are a 501(c)(3) organization, and exists to assist, support and foster in education.)

Mail completed applications and fees to: Southern Union State Community College,

Attention: Shondae Brown

750 Roberts Street

Wadley, AL 36276

MAIN RACE SPONSOR:



APRIL 25, 2020 | OPELIKA SPORTSPLEX

UNITY STAMPEDE 5K



UNITY STAMPEDE 5K
April 25, 2020
Opelika Sportsplex

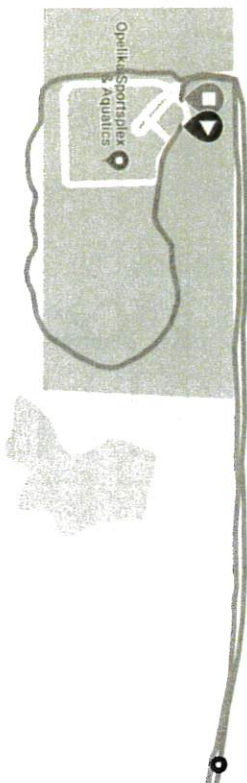
Late Registration Begins @4:00pm
Festivities Begin @4:30pm
Races Begin @5:30pm
Live Music: Caleb Gamble

Proceeds will be used to fund Character Education through the Community Foundation of East Alabama, provide Scholarships for students to Southern Union State Community College and to promote wellness and healthy lifestyles in the community

1 Mile Fun Run/Walk/Wheel

Closed loop starts and ends on paved 1 mile track at Sportsplex.

Will begin at Sportsplex reach to Joe's Grocery via the newly constructed road that runs behind the Sportsplex and end by completing a loop on the 1 mile paved track.



It is a stampede, so show us your unique outfits!

There will be live music before and after the races. There will be food vendors. You are encouraged to bring blankets and chairs to partake in the festivities. Door prizes will be randomly given away throughout the night. You must be present to win.



JOIN OUR **UNITY STAMPEDE 5K**
FACEBOOK PAGE TO STAY UPDATED
ON THE EVENT.

Entry Fees: Registered by March 29, 2020

5K - \$25 Individual,

1 Mile Fun Run/Walk - \$16 Individual

1 Mile Fun Wheel - No Charge - Thanks to our Sponsors

Registered March 30, 2020 and after

5K - \$30 Individual

1 Mile Fun Run/Walk - \$18 Individual,

1 Mile Fun Wheelchair - No Charge - Thanks to our Sponsors

T-Shirts: Guaranteed if registration received by Saturday, March 29, 2020. If registered after March 29, 2020 you will receive T-shirts as supplies last, in available sizes.

Refund Policy: Refunds and transfers are not allowed.

Day of Race registration: Begins @ 4:00pm under "Registration Tent" at Opelka Sportsplex. Pre-registration is highly encouraged.

Packet Pick-ups: You may pick up your packets at Southern Union in the Health Sciences parking lot on the corner of Fox Run and Bulldog Parkway (formerly Lafayette Parkway) on Friday, April 24th from 4:00pm to 6:00pm or the day of the race beginning at 4:00pm on Saturday, April 25th under the "Packet Pick Up Tent" at the Sportsplex.

All race entry participants are eligible to win door prizes throughout the event, but they must be present to win.

5K - Overall male and female runner and top 2 male and female finishers

in each age group:

<10, 10-14, 15-19, 20-29, 30-39, 40-49, 50-59, 60+

Most unique male and female outfits.

Packet Pg. 23

**REGISTER AT RUNSIGNUP.COM
OR MAIL IN YOUR REGISTRATION.**

**City Council**

204 South 7Th Street
Opelika, AL

ADOPTED**GENERAL BUSINESS (ID # 4001)**

Meeting: 03/17/20 07:00 PM

Department: City Clerk

Category: Request / Temp Street Closure

Prepared By: Russell Jones

Initiator: Russell Jones

Sponsors:

DOC ID: 4001

Request from Main Street, On Tap Craft Beer and Food Truck Event on 5-16-2020.

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



March 6, 2020

Mr. Russell A. Jones
City Clerk
City of Opelika, Alabama

Dear Russell,

Opelika Main Street would like to request street closures for our On Tap craft beer and food truck event on Saturday May 16. This event traditionally draws over 1,000 people into downtown and is one of two major fundraisers for our organization.

We would like to request the following streets closed from 9AM-11PM on May 16:

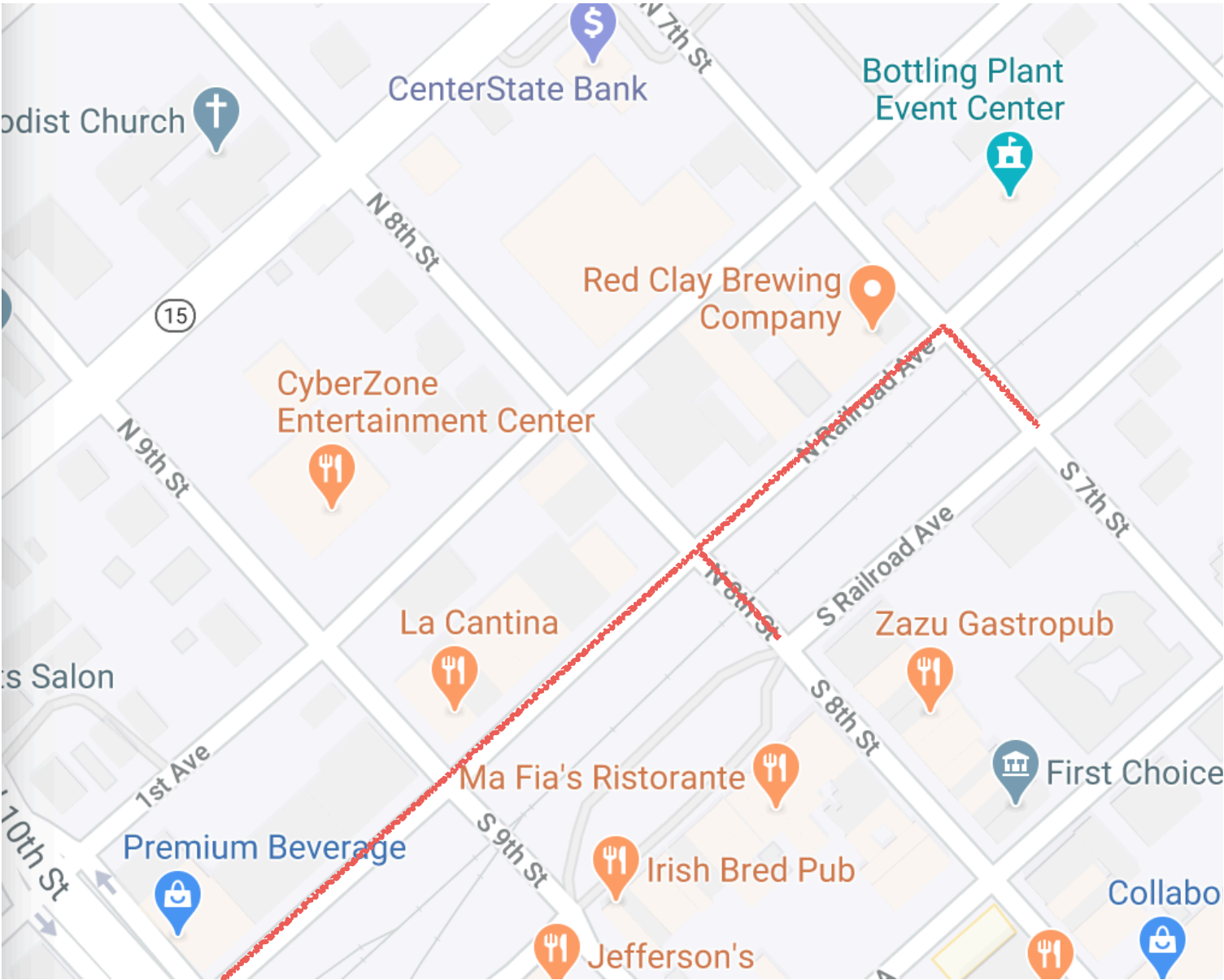
- North Railroad Ave. from 7th Street to 10th Street
- 8th Street from S. Railroad Ave. to N. Railroad Ave
- 7th Street from S. Railroad Ave. to N. Railroad Ave.

We are going to be working with Smith T Building Supply to allow for deliveries and customers to come in and out of the property during their normal business hours.

I have attached a map for the event.

Thank you so much for your consideration

Ken Ward
Executive Director
Opelika Main Street





City Council
204 South 7Th Street
Opelika, AL

ADOPTED

Meeting: 03/17/20 07:00 PM
Department: City Clerk
Category: Request / Temp Street Closure
Prepared By: Russell Jones
Initiator: Russell Jones
Sponsors:

GENERAL BUSINESS (ID # 4007)

DOC ID: 4007

Request from March of Dimes for Annual March for Babies on 5-16-2020.

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



GREATER ALABAMA
T (334) 513-7381
M (334) 750-8368
MARCHOFDIMES.ORG

March 5, 2020

Mayor Gary Fuller
Opelika City Council Members
PO Box 390
Opelika, AL 36803-0390

Dear Mayor Fuller and Opelika City Council Members:

March of Dimes fights for the health of all moms and babies. We're advocating for policies to protect them. We're working to radically improve the healthcare they receive. We're pioneering research to find solutions. We're empowering families with the knowledge and tools to have healthier pregnancies. By uniting communities, we're building a brighter future for us all.

At March for Babies, our signature event, we HOPE for a day when all moms and babies are healthy; we REMEMBER those babies we lost and honor them with special tributes throughout the day; and we CELEBRATE our families, including NICU graduates, with fun events and activities.

For the past 14 years, more than 400 volunteers have participated annually in March for Babies Day at Opelika Municipal Park. The park is a perfect setting to recognize the accomplishments and efforts of our walk teams, business sponsors, family teams and volunteers who have joined the fight for the health of all moms and babies.

Mr. Sam Bailey has confirmed the approval of Opelika Parks and Recreation Board of Directors. On behalf of the March of Dimes and our dedicated volunteers, we would like to request your approval and permission to hold our annual March for Babies celebration and walk at Opelika Municipal Park on Saturday, May 16, 2020, via the following route:

Walking from the Municipal Park - turn left onto Park Road, turn left onto Rocky Brook Road; turn left onto India Road; turn left onto Gwen Mill Drive; turn right on McClure Avenue and continue around Collinwood Circle, back to McClure Avenue; turn right onto McClure Avenue; turn right on to Denson Drive and back to Municipal Park.

This walk route has been slightly modified, at the suggestion of Captain Shane Healey, to assure a safe route for the walkers, and one that will easily flow through the neighborhoods without disruption. Captain Healey has assured us that Opelika Police Dept. officers will be made aware of the walk and will coordinate any necessary patrols during the event. We will also have a designated volunteer car leading the walkers around the route to help ensure their safety. March of Dimes volunteers will put up walk route directional signs the morning of the event and will remove all signs as soon as the event is over. We will also work with Matthew Battles to ensure all guidelines for the park are followed.

The March of Dimes is a 501 (c)(3) nonprofit organization. Federal Tax ID 13-1846366.

No goods or services, in whole or in part, were provided in exchange for the contribution. This donation is tax deductible to the fullest extent allowed by law.



GREATER ALABAMA

T (334) 513-7381

M (334) 750-8368

MARCHOFDIMES.ORG

We would also request an officer from Opelika Police Department be present at our registration table from 8:000 a.m. to 9:30 a.m. as money is being turned in by participating teams. This will ensure the safety of the volunteers collecting the money until it can be counted and secured. Chief McEachern has approved this request.

Registration for the walk will begin at 8:00 a.m. The opening ceremonies will begin at 9:00 a.m., with the walk commencing soon thereafter. All activities for the event are scheduled to be completed by noon.

Mayor Fuller and Opelika City Council members, we sincerely appreciate your consideration of this request, and welcome each of you to join us May 16th as we march to give every baby the healthy start they deserve.

Respectfully,

Linda Gross
Development Manager
March of Dimes East Alabama

Jane Fullum
2020 March for Babies Chair
EAMC, Vice President Patient Services

The March of Dimes is a 501 (c)(3) nonprofit organization. Federal Tax ID 13-1846366.

No goods or services, in whole or in part, were provided in exchange for the contribution. This donation is tax deductible to the fullest extent allowed by law.

**City Council**

204 South 7Th Street
Opelika, AL

ADOPTED**GENERAL BUSINESS (ID # 4006)**

Meeting: 03/17/20 07:00 PM

Department: City Clerk

Category: Request / Temp Street Closure

Prepared By: Russell Jones

Initiator: Russell Jones

Sponsors:

DOC ID: 4006

Request from Main Street, Inaugural Opelika Jazz and Arts Festival on 6-20-2020.

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



March 10, 2020

Mr. Russell A. Jones
City Clerk
City of Opelika, Alabama

Dear Russell,

Opelika Main Street would like to request street closures for our inaugural Opelika Jazz and Arts Festival on Saturday June 20. This event free event will feature both regional and local jazz acts, a wide array of local art vendors, live art demonstrations and a children's arts and crafts area.

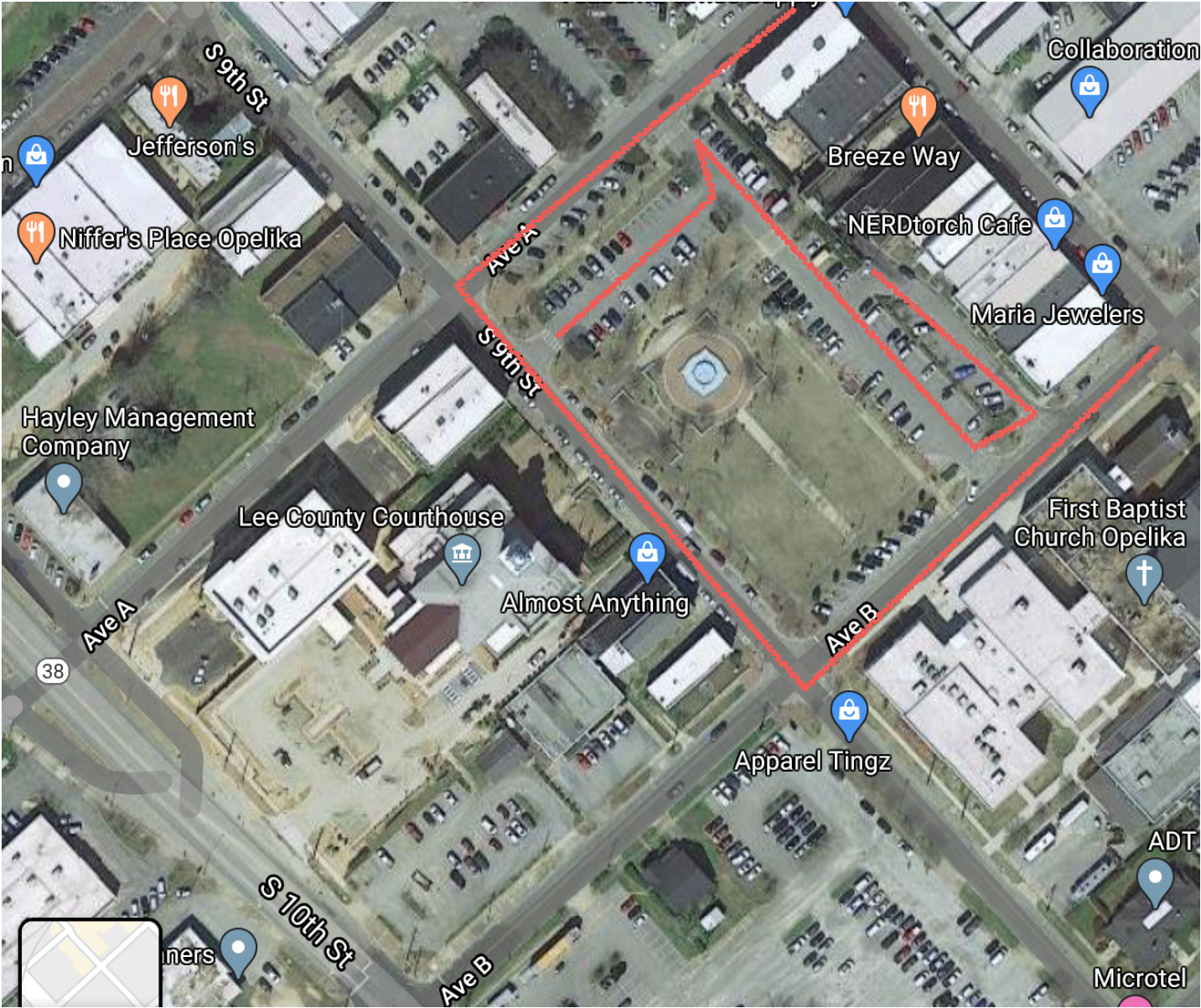
We would like to request the following streets and parking areas closed from 8AM-11PM on June 20:

- Avenue A from S. 8th Street to S. 9th Street
- Avenue B from S. 8th Street to S. 9th Street
- S. 9th Street from Ave. A to Ave. B
- All public parking spaces on the Courthouse Square property

I have attached a map for the event.

Thank you so much for your consideration

Ken Ward
Executive Director
Opelika Main Street



Attachment: Jazz and Arts 2020 Street Closure Map (4006 : Request from Main Street, Inaugural Opelika



City Council
204 South 7Th Street
Opelika, AL

ADOPTED

BIDS 060-20

Meeting: 03/17/20 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Lillie Finley
Sponsors:
DOC ID: 4005

Viper-ST Solid Dielectric Reclosers & SEL-651R2 Controls - OPS

RESOLUTION NO. _____

WHEREAS, the Purchasing Department solicited sealed bids for a contract for Viper-ST Solid Dielectric Reclosers & SEL-651R2 Controls for Opelika Power Services; and

WHEREAS, G & W Electric Co. is the lowest responsible bidder meeting specifications; and

WHEREAS, funds are coming from System Expansion and Upgrades;

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

1. That the contract be awarded to G & W Electric Co. on their low bid meeting specifications.
2. That the Purchasing-Revenue Manager be authorized to issue a purchase order to G & W Electric Co. on an as needed basis.
3. That the Controller be authorized to adjust the budget as necessary for this contract.
4. That the Mayor is hereby authorized to sign all documents pertaining to this contract.

APPROVED AND ADOPTED this the _____ day of _____, 2020.

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

ATTEST:

Russell A. Jones
City Clerk - Treasurer

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

FACT SHEET

SUBJECT: Sealed Bid #20012 – We are asking the council to approve a contract for Viper-ST Solid Dielectric Reclosers & SEL-651R2 Controls

FACTS:

- Bid opening date – 3/2/20
- User Department(s) – Opelika Power Services
- The bid was mailed to 5 vendors
- 2 bids were received
- Budgeted contract
- Bid tabulation sheet attached

RECOMMENDATION:

Recommend the contract be awarded to G & W Electric Co. on their low bid meeting specifications on an as needed basis.

[illegible]

RESOLUTION NO. 061-20

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
-----	-----	-----
Derek S. Lee	Opelika Power Services	1,411.58
Eddie Smith	Legislative	555.44
Gary Fuller	Mayor	349.94
TJ White	Information Technology	192.84
Tyler Scott	Opelika Power Services	150.46
Tiffany Gibson-Pitts	Legislative	113.81

-) 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 _____, 2020.

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

ATTEST:

Russell A. Jones
City Clerk - City Treasurer

EXPENSE REPORT

13.1.a

NAME Derek S. Lee DEPARTMENT Opelika Power Services PERIOD ENDING _____

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

DATE	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS			MISC EXPENSES Itemize Below	DAILY TOTAL
			AIR, RAIL, ETC	RENTAL CAR, LIMO, ETC.	LOCAL TAXI, TOLLS, & PUBLIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER		
2/24/2020	Washington D.C									\$ 3.00	\$ 3.00
2/24/2020	Washington D.C									\$ 3.00	\$ 3.00
2/27/2020	Washington D.C									\$ 3.00	\$ 3.00
2/27/2020	Washington D.C	\$ 1,402.58									\$ 1,402.58
											\$ -
											\$ -
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											\$ -
WEEKLY CATEGORY TOTALS \$		\$ 1,402.58	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9.00	\$ 1,411.58

ITEMIZED BUSINESS MEALS				
DATE	NAME OF PERSON(S) DINING;	TIME	PLACE	AMOUNT

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

ITEMIZED MISCELLANEOUS EXPENSES			
DATE	ITEMS		AMOUNT
24-Feb	Skycap / Tip		\$ 3.00
24-Feb	Bellman / Tip		\$ 3.00
27-Feb	Bellman / Tip		\$ 3.00

NUMBER OR DAYS AWAY FROM HOME

4 Days

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL

Legislative Rally

METHOD OF REIMBURSEMENT

MAIL TO:

Derek Lee @ OPS

Derek S. Lee
SIGNATURE

[Signature]
APPROVED BY

NAME

Name Gary Fuller

DEPARTMENT

Department Mayor's Office 11050

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS			ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUBLIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
SUN												0.00
MON 3/9-3/10	Washington, DC	349.94										349.94
TUE												0.00
WED												0.00
THU												0.00
FRI												0.00
SAT												0.00
WEEKLY CATEGORY TOTALS \$		349.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	349.94

WEEKLY TOTAL EXPENSES

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

NUMBER OF DAYS AWAY FROM HOME

1

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL

3rd Congressional District Dinner for Mike Rogers

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM MY ADVANCE

☒ MAIL TO

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

Gary Fuller

Mayor's office

SIGNATURE

APPROVED BY

EXPENSE REPORT

13.1.a

NAME Tyler ScottDEPARTMENT OPSPERIOD ENDING 3/2/2020

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

DATE	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS			MISC EXPENSES Itemize Below	DAILY TOTAL
			AIR, RAIL, ETC	RENTAL CAR, LIMO, ETC.	LOCAL TAXI, TOLLS, & PUBLIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER		
2/27/2020	Sylacauga, AL							\$ 7.34			\$ 7.34
2/25/2020	Nashville, TN								\$ 14.80		\$ 14.80
2/24/2020	Sylacuage, AL						\$ 4.04				\$ 4.04
2/24/2020	Sylacuage, AL						\$ 5.56				\$ 5.56
2/24/2020	Brentwood, TN								\$ 28.57		\$ 28.57
2/27/2020	Nashville, TN						\$ 5.46				\$ 5.46
2/27/2020	Columbia, TN					\$ 50.00					\$ 50.00
2/25/2020	Nashville, TN						\$ 5.46				\$ 5.46
2/26/2020	Nashville, TN						\$ 5.46				\$ 5.46
2/26/2020	Nashville, TN								\$ 23.77		\$ 23.77
											\$ -
											\$ -
											\$ -
											\$ -
WEEKLY CATEGORY TOTALS \$		\$ -	\$ -	\$ -	\$ -	\$ 50.00	\$ 25.98	\$ 7.34	\$ 67.14	\$ -	\$ 150.46

ITEMIZED BUSINESS MEALS				
DATE	NAME OF PERSON(S) DINING;	TIME	PLACE	AMOUNT

ITEMIZED AUTOMOBILE EXPENSES		
DATE	MILEAGE, GAS, PARKING, REPAIRS, ETC	AMOUNT
2-27	Fuel for the return trip	50.00

ITEMIZED MISCELLANEOUS EXPENSES			
DATE	ITEMS		AMOUNT

NUMBER OR DAYS AWAY FROM HOME

4

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL

Power Line and Staking Course

METHOD OF REIMBURSEMENT

MAIL TO:

Tyler Scott @ OPS

SIGNATURE

APPROVED BY

Packet Pg. 41

Attachment: Expense Reports 3 (4) (061-20 : Expense Reports from various departments.)

NAME

TJ White

DEPARTMENT

Information Technology

PERIOD ENDING

3/12/2020

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS			ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUB- LIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
TUESDAY 3/10	Opelika to Montgomery AL					32.14						32.14
TUESDAY 3/10	Montgomery to Opelika AL					32.14						32.14
WED 3/11	Opelika to Montgomery AL					32.14						32.14
WED 3/11	Montgomery to Opelika AL					32.14						32.14
THURSDAY 3/12	Opelika to Montgomery AL					32.14						32.14
THURSDAY 3/12	Montgomery to Opelika AL					32.14						32.14
												0.00
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	0.00	192.84	0.00	0.00	0.00	0.00	0.00	192.84

WEEKLY TOTAL EXPENSES

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

NUMBER OF DAYS AWAY FROM HOME

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL

2020 Users Training in Montgomery AL for
Southern Software

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM
MY ADVANCE☒ MAIL: TO

Information Technology

SIGNATURE

APPROVED BY

ITEMIZED AUTOMOBILE EXPENSES		
DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
3/10	Opelika to Montgomery 55.9@ .57.5	32.14
3/10	Montgomery to Opelika 55.9@ .57.5	32.14
3/11	Opelika to Montgomery 55.9@ .57.5	32.14
3/11	Montgomery to Opelika 55.9@ .57.5	32.14
3/12	Opelika to Montgomery 55.9@ .57.5	32.14
3/12	Montgomery to Opelika 55.9@ .57.5	32.14

ITEMIZED MISCELLANEOUS EXPENSES		
DATE	ITEMS	AMOUNT

EXPENSE REPORT

PERIOD ENDING

3/10/2020

DEPARTMENT

Department Legislative

NAME

Eddie Smith

13.1.c

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS			ENTERTAIN- MENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL					
			AIR RAIL, ETC.	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUB- LIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER								
SUN												0.00					
MON	Sheraton Pentagon City	349.94										349.94					
TUE	Travel / Tips / Parking					126.50					79.00	205.50					
WED												0.00					
THU												0.00					
FRI												0.00					
SAT												0.00					
WEEKLY CATEGORY TOTALS \$												349.94	0.00	0.00	0.00	79.00	555.44

WEEKLY TOTAL EXPENSES

NUMBER OF DAYS AWAY FROM HOME

1

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL

Congressional Dinner

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM
MY ADVANCE☒ MAIL: TO

Employee Eddie Smith

Department Legislative

SIGNATURE

Attachment: Expense Report Eddie Smith 3-17-20 (061-20 : Expense Reports from various departments.)

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
3/9/20	Atlanta Airport and Return	126.50
	110 miles each way @ .575	

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT
3/9 - 3/10/20	Tips -Airports / Shuttles	45.00

EXPENSE REPORT

PERIOD ENDING

DEPARTMENT

City Government

NAME

Tiffany Gibson-Pitts

13.1.d

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	BUSINESS MEALS Itemize Below						
							BREAKFAST	LUNCH	DINNER				
SUN													0.00
MON													0.00
TUE													0.00
WED 3/11/20	Atlanta-Opelika				10.31							51.75	62.06
THU													0.00
FRI													0.00
SAT 3/7/20	Opelika-Atlanta											51.75	51.75
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	10.31	0.00	0.00	0.00	0.00	0.00	0.00	103.50	113.81

WEEKLY TOTAL EXPENSES

NUMBER OF DAYS AWAY FROM HOME

4

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL
National League of Citites Conference,
Washington, DC

☐ DEDUCT FROM
MY ADVANCE

☒ MAIL TO

Employee Tiffany Gibson-Pitts

Department City Council


SIGNATURE

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

ITEMIZED AUTOMOBILE EXPENSES

ITEMIZED MISCELLANEOUS EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
3/11/20	From Opelika to Atlanta, GA	51.75
3/12/20	From Atlanta, GA to Opelika	51.75

DATE	ITEMS	AMOUNT

RESOLUTION NO. 062-20

Purchase AVO Swat Gear - US Communities Contract #4400008468 - PD**RESOLUTION NO. _____**

WHEREAS, the Police Department desires to purchase AVO Swat Gear utilizing U.S. Communities Contract #4400008468; and

WHEREAS, Safeware, Inc. is the Contract Vendor for the AVO Swat Gear; and

WHEREAS, funds 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 Safeware, Inc. utilizing the U.S. Communities Contract.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Safeware, Inc. in the amount of \$18,366.24.
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 _____, 2020.

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

ATTEST:

Russell A. Jones
City Clerk - Treasurer



QUOTATION

510 Eastpark Court
Suite # 120
Sandston, VA 23150
804-236-0579
www.safewareinc.com

Order Number	
1713968	
Order Date	Page
3/9/2020 10:01:40	1 of 2

Quote Expires On 3/23/2020

Bill To: Customer ID: 109455
City of Opelika

Ship To:
City of Opelika

334-705-5121

Requested By: Lillie Finley

PO Number	Taker	Email
Quote	Angela Perkins	aperkins@safewareinc.com
Freight Terms	Phone	Fax
Bill Freight	804-236-0579	804-236-0429

Quantities					Item ID Item Description	Pricing UOM Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.				

1.00	0.00	1.00	EA		CANDERSON	EA	0.00	0.00
------	------	------	----	--	-----------	----	------	------

1.0 For questions regarding this proposal
please contact:

Clint Anderson
Southeast Branch Director
Cell: 678-725-7687
Office: 800-282-4782
Email: canderson@safewareinc.com

12.00	0.00	12.00	EA		AVO 72850-15	EA	570.71	6,848.52
-------	------	-------	----	--	--------------	----	--------	----------

1.0 FM54 APR Assembly, Twin Port MED 1.0

12.00	0.00	12.00	EA		AVO 602651	EA	483.63	5,803.56
-------	------	-------	----	--	------------	----	--------	----------

1.0 Voice Projection Unit Gen II 1.0

w/Microphone Assembly

Ordered As: 602651

12.00	0.00	12.00	EA		SAF 1210480	EA	103.58	1,242.96
-------	------	-------	----	--	-------------	----	--------	----------

1.0 TCI-GMA-1.0 Gas Mask Coms adapter,
Avon 1.0

6.00	0.00	6.00	PK		AVO 72606-3	PK	142.38	854.28
------	------	------	----	--	-------------	----	--------	--------

1.0 CTCF50 Riot Agent Filter 4/pk 1.0

24.00	0.00	24.00	EA		AVO 72602-2	EA	52.62	1,262.88
-------	------	-------	----	--	-------------	----	-------	----------

1.0 CBRNCF50 CBRN Filter (each) 1.0

12.00	0.00	12.00	EA		AVO 70501-156	EA	43.35	520.20
-------	------	-------	----	--	---------------	----	-------	--------

1.0 Clear Outsert Assembly 1.0

12.00	0.00	12.00	EA		AVO 70501-157	EA	49.55	594.60
-------	------	-------	----	--	---------------	----	-------	--------

1.0 Sunlight Outsert Assembly 1.0

Attachment: 3-17-20 - AVO SWAT GEAR - US COMMUNITIES CONTRACT #4400008468 - CNCL PKT (062-20 : AVO Swat Gear - US Communities



QUOTATION

510 Eastpark Court
Suite # 120
Sandston, VA 23150
804-236-0579
www.safewareinc.com

Order Number	
1713968	
Order Date	Page
3/9/2020 10:01:40	2 of 2

Quote Expires On 3/23/2020

Quantities					Item ID	Pricing	Unit	Extended
Ordered	Allocated	Remaining	UOM	Unit Size	Item Description	UOM	Price	Price
12.00	0.00	12.00	EA		AVO 71014-14	EA	73.52	882.24
				1.0	Mirrored Outsert Assembly	1.0		
12.00	0.00	12.00	EA		SFW 44014	EA	29.75	357.00
				1.0	Deluxe Universal Gas Mask Bag,Black	1.0		
					•Made of 1000 denier nylon lined with closed cell foam			
					•Measures 6-1/2 x 4 x 10			
					•Fully adjustable and removable belt hanger and dual leg strap			
					•Velcro and strap closure system			
					•Shoulder strap			
					•Padded back			
					•Outside utility & inside canister pouch			
1.00	0.00	1.00	EA		USC	EA	0.00	0.00
				1.0	U.S. Communities Contract #4400008468	1.0		
					Public Safety and Emergency Preparedness			
					Standard freight within continental US is paid, all HAZMAT or expedited freight will be billed.			
					*Agency must be registered with U.S. Communities at www.uscommunities.org			

Total Lines: 11

SUB-TOTAL: 18,366.24

TAX: 0.00

AMOUNT DUE: 18,366.24

Actual freight added per freight terms

Attachment: 3-17-20 - AVO SWAT GEAR - US COMMUNITIES CONTRACT #4400008468 - CNCL PKT (062-20 : AVO Swat Gear - US Communities

Safeware-Mallory

Homeland Security, Public Safety and Emergency Preparedness



REQUEST CONTRACT
INFORMATION

Overview

Contract
Documentation

Benefits, Pricing &
FAQ's

Fire, Hazmat & Rescue

Law Enforcement

Homeland Security

Emergency Response

Municipal Industrial

K-12 & Higher
Education

Matrice 210 Drone

Mavic 2 Enterprise

DuPont Personal
Protection

Today's Law Enforcement face many challenges in their everyday work, the last thing they need is difficulty in purchasing products required to complete their job. Through Safeware-Mallory and OMNIA Partners, the process is quick and smooth allowing them to focus more time & energy on protecting the community. Speak with a sales expert today to find the best safety solution for you.

- Riot Gear / Civil Disturbance PPE
- Specialty Vehicles
- Tactical Entry Tools and Equipment
- EOD Protective Gear a
- Tactical BDU/TDU
- Body Camera
- K-9's and K-9 Equipment
- Trauma and Tactical First Aid Equipment
- Field Force Equipment
- Dive Equipment
- WMD Response Equipment
- People Screening Equipment & Installation
- Metal Detectors
- Outdoor Mass Notification

Safeware-Mallory introduces
Garrett Metal Detectors

LEARN MORE

Body Cams

Safeware presents: Kustom Signals Va...



Public Order Gear

Attachment: 3-17-20 - AVO SWAT GEAR - US COMMUNITIES CONTRACT #4400008468 - CNCL PKT (062-20 : AVO Swat Gear - US Communities

RESOLUTION NO. 063-20

Purchase Libelium Sensors - Sole Source - IT**RESOLUTION NO.** _____

WHEREAS, the Information Technology Department desires to purchase Libelium Sensors; and

WHEREAS, this is a sole source purchase; and

WHEREAS, Aridea is the sole source vendor for the Libelium Sensors; and

WHEREAS, funds for this purchase are coming from Capital Outlay;

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

1. That the purchase be awarded to Aridea.
2. That the Purchasing-Revenue Manager be authorized to issue a purchase order to Aridea as a sole source purchase in the total amount of \$111,346.80.
3. The Controller is authorized to adjust the budget as necessary for this purchase.

APPROVED AND ADOPTED this the _____ day of _____, 2020.

C.E. "Eddie" Smith, Jr.

President of the City Council
City of Opelika, Alabama

ATTEST:

Russell A. Jones

City Clerk - Treasurer

CITY OF OPELIKA
Sole Source Justification

DEPARTMENT IT

REQUISITION NUMBER _____

NAME OF REQUESTING EMPLOYEE Stephen Dawe

VENDOR Ardeco

PRODUCT/SERVICE Libelium Sensors

Estimated annual expenditure for the commodity or service \$ 111,346.80

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

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

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

DEPARTMENT HEAD SIGNATURE

DEPARTMENT/DIVISION/DATE

IT 11/13/19

PURCHASING DEPARTMENT USE ONLYPURCHASING AGENT APPROVAL
(SIGNATURE/DATE)

Lella Ty 11-13-19

DISAPPROVAL/DATE

COMMENTS

COUNCIL ACTION/DATE



Zaragoza (Spain), November 4th, 2019

Libelium hereby certifies that Advantage Technology DBA Aridea Solution, with corporate address in 950 Kanawha Blvd., E. 25301, Charleston (USA) is authorized to sell and promote Libelium's products and provide after-sales and technical support to end customers in the American market.

Libelium technology is offered by Aridea since 2014, being proprietary products manufactured by Libelium Comunicaciones Inalámbricas Distribuidas S.L. (C/Escatrón 16, 50.014, Zaragoza, Spain).

Sincerely,

libelium
Libelium Comunicaciones
Distribuidas S.L.
C/Escatrón 16, 50.014
50014 Zaragoza

Sandra Pradilla

Sales Area Manager

Libelium Comunicaciones Distribuidas S.L.



950 Kanawha Blvd E
Charleston, WV 25301
304-250-6366

Quote

No: 71434
Date: 3/6/2020

Prepared For:
Information Technology
City of Opelika
204 South 7th Street
Opelika, AL 36801-4904

Prepared by: Rob Moore
Account No: 100197

Notes: Smart City Pro

Qty	P/N	MFG	Description	UOM	Sell	Total
20	SCPB-4G-US	Libelium	Plug & Sense! SCP 4G US	EA	\$926.24	\$18,524.80
20	9370-P	Libelium	Temperature, Humidity and Pressure Probe	EA	\$71.50	\$1,430.00
20	NLS	Libelium	Noise Level Sensor	EA	\$1,293.50	\$25,870.00
20	9387-P	Libelium	Particle Matter (PM1 / PM2.5 / PM10) – Dust Probe	EA	\$1,794.00	\$35,880.00
20	9374-P	Libelium	Ozone (O3) [Calibrated] Probe	EA	\$452.40	\$9,048.00
20	9371-LC-P	Libelium	Carbon Monoxide (CO) low concentrations Probe	EA	\$358.80	\$7,176.00
20	9377-HA-P	Libelium	Sulfur Dioxide (SO2) [Calibrated] (High Accuracy) Probe	EA	\$358.80	\$7,176.00
20	PAPS-ESP	Libelium	External solar panel 7V - 500mA (power accessory for P&SI)	EA	\$54.60	\$1,092.00
20	TSLIC	Aridea	Terrayltix Silver Access (30 Minute Polling)	Annual	\$240.00	\$4,800.00
Total:						\$110,996.80
S&H:						\$350.00
Grand Total:						\$111,346.80

Prices are firm until 4/6/2020

Term: Net 30

Quoted by: Robert E Moore, rmoore@aridea.com

Date: 3/6/2020

Accepted by: _____ Date: _____

Disclaimer: All hardware & software must be paid in full prior to ordering. See Terms and Conditions.

Attachment: 3-17-20 - LIBELIUM SENSORS - SOLE SOURCE - CNCL PKT (063-20 : Purchase Libelium Sensors - Sole Source - IT)

RESOLUTION NO. 064-20

Agreement with Lexipol, LLC. Approving Invoices for Subscription Services - PD.

RESOLUTION NO. _____

**RESOLUTION APPROVING INVOICES FOR SUBSCRIPTION SERVICES UNDER
AND PURSUANT TO SUBSCRIPTION AGREEMENT WITH LEXIPOL, LLC**

WHEREAS, Lexipol, LLC (hereinafter referred to as “Lexipol”) is America’s leading provider of risk management services and resources for public safety organizations; and

WHEREAS, Lexipol has established a unique set of risk management tools for public safety organizations by integrating agency-specified, customized policy manuals with a daily training bulletin accessed through a web browser; and

WHEREAS, the Lexipol system provides policy content and training materials delivered through an online platform developed by Lexipol staff and not available through other public or private resources or organizations; and

WHEREAS, on October 16, 2018, pursuant to Resolution No. 261-18, the City of Opelika and Lexipol entered into a Subscription Agreement and the Opelika Police Department subscribed to Lexipol’s online materials, including policy manuals and daily training bulletins; and

WHEREAS, the Subscription Agreement provides that the term of the agreement will automatically be extended for successive one-year periods after the initial twelve-month period; and

WHEREAS, the Opelika Police Department heretofore received Invoice No. 34080 dated September 1, 2019, from Lexipol in the amount of \$19,486 for subscription services for the period from October 1, 2019 through March 31, 2021; and

WHEREAS, the Police Chief has certified that funds are available in the current budget to pay said invoice for subscription services and said subscription services are being utilized by

the Police Department on a daily basis; and

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

WHEREAS, the City Council desires to make provision for the payment of future invoices for subscription service.

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

1. That Invoice No. 34080 dated September 1, 2019, from Lexipol, LLC, in the amount of \$19,486, a copy of which is attached hereto and marked as Exhibit "A", be and the same are hereby approved.

2. That the Purchasing-Revenue Officer is hereby authorized to issue a purchase order to Lexipol for the provision of subscription services as outlined in the invoice attached hereto at a cost not to exceed \$19,486.

3. That the Purchasing-Revenue Officer is hereby authorized to pay future invoices from Lexipol for subscription services provided the agreement remains in full force and effect and adequate funds are available in the budget to pay the invoice.

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

ADOPTED AND APPROVED this the _____ day of _____, 2020.

PRESIDENT OF THE CITY COUNCIL

OF THE CITY OF OPELIKA, ALABAMA

ATTEST:

CITY CLERK



Lexipol, LLC
2611 Internet Blvd. Suite 100
Frisco, TX 75034

Invoice

Date	Invoice #
9/1/19	30480

Bill To

Opelika Police Department
Attn: Accounts Payable
501 S 10th St
Opelika, AL 36803

Terms	Due Date
Net 30	10/1/19

Description

The one year law enforcement policy manual update subscription includes 24/7 access to Knowledge Management System for updates and editing.
The DTB subscription service includes 365 Unique Scenario Daily Training Bulletins and Testing Data Base.
Law Enforcement Procedure Manual Online Annual Subscription
10/01/2019 - 03/31/2021 \$19,486 (additional 6 months 10/1/2020 - 03/31/2021 included at no cost)

Thank you!

Total

\$19,486.00

Phone #	844-312-9500
Email	receivables@lexipol.com

NOTICE: LEXIPOL HAS A NEW MAILING ADDRESS AS OF JANUARY, 2020.
Please change the address and remit payment to: Lexipol LLC, 2611 Internet Blvd. Suite 100, Frisco, TX 75034

Attachment: Lexipol Invoice (064-20 : Agreement with Lexipol Approving Invoices for Subscription Services - PD)



PREDICTABLE IS PREVENTABLE®

AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL

Agency's Name: Opelika Police Department
Agency's Address: 501 S 10th Street
Opelika, AL 36803
Attention: Captain Shane Healey

Lexipol's Address: 16755 Von Karman Avenue, Suite 250
Irvine CA 92606-4918
Attention: Jeff Hopper

Effective Date: _____
(to be completed by Lexipol upon receipt of signed Agreement)

The Agreement for Use of Subscription Material is between Lexipol, LLC, a Delaware limited liability company ("**Lexipol**"), and the Agency identified above. The Agreement consists of (a) this cover sheet; (b) **Exhibit A** (Subscriptions Being Purchased and Subscription Fees) attached to this cover sheet (consisting of 1 page), and (c) **Exhibit B** (General Terms and Conditions) attached to this cover sheet (consisting of 5 pages). Capitalized terms that are used in Exhibit A and not defined therein shall have the respective meanings given to them in Exhibit B.

AGENCY

Signature: 
 Print Name: GARY FULLER
 Title: MAYOR
 Date Signed: 9/13/18

LEXIPOL, LLC

Signature: _____
 Print Name: Van Holland
 Title: Chief Financial Officer
 Date Signed: _____

EXHIBIT A**SUBSCRIPTIONS BEING PURCHASED AND SUBSCRIPTION FEES**

Agency is purchasing the following:

PRODUCT	TERM	PRICE
Law Enforcement Policy Manual & Daily Training Bulletins	Annual	\$18,966
Total Due Upon Execution		\$18,966

Pricing is based on:

☒ Law Enforcement – No. of Sworn: 86 FT

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. Definitions. For purposes of this Agreement, each of the following terms will have the meaning indicated in this Section:

1.1 Agency's Account. "**Agency's Account**" means the account by which Agency accesses the Subscription Materials.

1.2 Agreement. "**Agreement**" means (a) the cover sheet to which these General Terms and Conditions are attached, (b) Exhibit A (Subscriptions Being Purchased and Subscription Fees) attached to that cover sheet, and (c) these General Terms and Conditions.

1.3 Initial Term/Contract Year. "**Initial Term**" means the twelve-month period commencing on the Effective Date and "**Contract Year**" means each twelve-month period commencing on each anniversary of the Effective Date, except as may otherwise be modified by Section 2.1 Term below.

1.4 Derivative Work. "**Derivative Work**" means a work that is based on the Subscription Material or any portion thereof, such as a revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Material or any portion thereof may be recast, transformed, or adapted. For purposes of this Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Material. Further, "**Derivative Work**" includes any work considered a "derivative work" under United States copyright law.

1.5 Effective Date. "**Effective Date**" means the date specified on the cover sheet to which these General Terms and Conditions are attached.

1.6 Subscription Materials. "**Subscription Materials**" means the policy manuals, supplemental policy publications, daily training bulletins and other materials provided by Lexipol to Agency from time to time during the term of this Agreement under the subscriptions purchased by Agency as specified in Exhibit A.

2. Term and Termination.

2.1 Term. This Agreement is effective upon the execution and delivery of this Agreement by both Lexipol and Agency, and shall continue in effect until the expiration of the Initial Term; provided, however, that the term of this Agreement will automatically be extended for successive one-year periods thereafter (each a Contract Year), unless either party gives written notice to the other party to the contrary not less than thirty (30) days prior to the expiration of the Initial Term or the then current Contract Year, as the case may be. Notwithstanding the foregoing, however, this Agreement will be subject to termination as provided in Section 2.2 below.

2.2 Termination. This Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any obligation or remedy any default under this Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction. Either party may terminate this Agreement for any reason with 30 days written notice.

2.3 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement, all of the rights granted to Agency by this Agreement to the subscriptions identified on Exhibit

A shall automatically terminate. The termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration. The right to terminate this Agreement pursuant to Section 2.2 above shall be in addition to, and not in lieu of, any other remedy, legal or equitable, to which the terminating party shall be entitled at law or in equity. The provisions of Sections 1 (Definitions), 4 (Copyright; Derivative Works; Lexipol's Ownership), 5 (Right to Use; Limitations on Use of Subscription Material and Derivative Works), 7 (Privacy Policy), 8 (Policy Adoption), 9 (Disclaimer of Liability), 10 (Limitation of Liability), 13 (Miscellaneous), and this Section 2.3 shall survive the expiration or termination of this Agreement for any reason whatsoever.

3. Subscription Fees, Etc.

3.1 Subscription Fee/Invoicing. Lexipol will invoice Agency at the commencement of the Subscription Service (Initial Term) and thirty (30) days prior to the date for each Contract Year (refer to 2.1 above). Agency will pay to Lexipol the subscription fee specified on Exhibit A within thirty (30) days following Agency's receipt of the invoice for such subscription and renewal fees. All invoices will be sent to Agency at the address for Agency specified on the cover sheet to which these General Terms and Conditions are attached. All payments will be made to Lexipol at the address for Lexipol specified on the cover sheet to which these General Terms and Conditions are attached. Lexipol reserves the right to increase pricing for subsequent Contract Years subject to agreement of the parties.

3.2 Taxes; Past Due Amounts. All amounts required to be paid under this Agreement, unless otherwise stated on Exhibit A, are exclusive of all taxes and similar fees now in force or enacted in the future imposed on the subscriptions purchased by Agency under this Agreement and/or delivery by Lexipol to Agency of Subscription Material, all of which Agency will be responsible for and will pay in full, except for taxes based on Lexipol's net income.

4. Copyright; Derivative Works; Lexipol's Ownership. Agency acknowledges and agrees that the Subscription Material is a proprietary product of Lexipol, protected under U.S. copyright law, and that Lexipol reserves all rights not expressly granted in this Agreement. Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants Agency the right to prepare Derivative Works, except as limited by the terms of this agreement; provided, however, that Agency acknowledges and agrees that Lexipol will be the sole owner of all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto, and Agency hereby assigns and transfers to Lexipol all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto. Agency will not remove from any copies of the Subscription Material provided by Lexipol to Agency any copyright notice or other proprietary notice of Lexipol appearing thereon, and shall include such copyright and other notices at the appropriate place on each copy of the Subscription Material and each copy of any Derivative Work made by or for Agency, in any form.

5. Right to Use; Limitations on Use of Subscription Material and Derivative Works.

Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants to Agency a perpetual, personal, fully paid-up, right to use, except as limited by the terms of this agreement the Subscription Material and any Derivative Works prepared by or for Agency, solely for the Agency's internal purposes. Agency will not use, copy, republish, lend, distribute, post on servers, transmit, redistribute, display, in whole or in part, by any means or medium, electronic or mechanical, or by any information storage and retrieval system, any Subscription Material or any Derivative Work prepared by or for Agency other than as expressly authorized by the immediately preceding sentence. Without limiting the generality of the foregoing, Agency will not import, upload, or otherwise make available any Subscription Material or any Derivative Work prepared by or for Agency into or onto any third party knowledge, document, or other content management system or service without Lexipol's prior written consent. The foregoing does not, however, prohibit or restrict Agency from providing Subscription



Material or Derivative Works prepared by or for Agency pursuant to an order from a court or other governmental agency or other legal process, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, nor does it prohibit or restrict Agency from displaying the adopted/approved final policy document on a publicly accessible website for official Agency purposes, so long as Agency includes the appropriate copyright and other proprietary notices on such final policy document as required by Section 4 above.

6. **Account Security.** Agency is solely responsible for maintaining the confidentiality of Agency's user name(s) and password(s) and the security of Agency's Account. Agency will not permit access to Agency's Account, or use of Agency's user name(s) and/or password(s) by any person or entity other than authorized Agency personnel. Agency will immediately notify Lexipol in writing if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's user name(s) and/or password(s).

7. **Privacy Policy.** Lexipol will hold all information Agency provides in confidence unless required to provide information in accordance with an order from a court or other governmental agency or other legal process such as a Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Lexipol will use commercially reasonable efforts to ensure the security of information provided by Agency. Lexipol's system also uses Secure Socket Layer (SSL) Protocol for browsers supported by Lexipol application(s). SSL encrypts information as it travels between the Agency and Lexipol. However, Agency acknowledges and agrees that Internet data transmission is not always 100% secure and Lexipol does not warrant or guaranty that information Agency transmits utilizing the Lexipol system or online platform is 100% secure.

Agency acknowledges that Lexipol may provide view-only access and summary information (including but not limited to, status of number of policies developed or in development, percentage of staff reviews of developed policies, and percentage of DTBs taken) to the Agency's affiliated Risk Management Authority, Insurance Pool or Group, or Sponsoring Association, if they are actively funding their member Agencies' Subscription Fees.

8. **Policy Adoption.** Agency hereby acknowledges and agrees that any and all policies and Daily Training Bulletins (DTBs) included in the Subscription Material provided by Lexipol have been individually reviewed, customized and adopted by Agency for use by Agency. Agency further acknowledges and agrees that neither Lexipol nor any of its agents, employees or representatives shall be considered "policy makers" in any legal or other sense and that the chief executive of Agency will, for all purposes, be considered the "policy maker" with regard to each and every such policy and DTB.

9. **Disclaimer of Liability.** In developing the Subscription Materials, Lexipol has made a good faith effort to comply with all applicable statutes, case law and industry standards in effect at the time such Subscription Materials are provided to Agency. While Lexipol has made such a good faith effort, Agency acknowledges and agrees that Lexipol its officers, agents, managers, and employees will have no liability to Agency or any other person or entity arising from or related to the Subscription Materials, or any act or omission by Agency or its personnel pursuant to, or in reliance on, any of the Subscription Materials.

10. **Limitation of Liability.** Lexipol's cumulative liability to Agency and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement or the use of any Subscription Materials shall not exceed the subscription fees actually paid to Lexipol for the use of the Subscription Materials under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether Agency's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

11. Non-Transferability. The subscriptions and rights to use the Subscription Material granted by this Agreement are personal to Agency and Agency shall not assign or otherwise transfer the same to any other person or entity.

12. Confidentiality. From time to time during the term of this Agreement, a party may be required to disclose information to the other party that is marked "confidential" or the like, or that is of such a type that the confidentiality thereof is reasonably apparent ("Confidential Information"). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party's directors, officers, employees, agents and other representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential and to use it only as permitted by this Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third party (except as otherwise provided for herein). Notwithstanding the foregoing, however, a party may disclose Confidential Information of the other party pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, or similar method, provided that the party proposing to make any such disclosure will promptly notify, to the extent practicable, the other party in writing of such demand for disclosure so that the other party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this Section by any of such party's Representatives.

Miscellaneous.

13.1 Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Oklahoma, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

13.2 Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto and hereby expressly supersedes any and all prior written and oral agreements and understandings with respect to the subject matter hereof, including without limitation any and all agreements and understandings pertaining to the use of the Subscription Materials by Agency. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied in this Agreement. Terms and conditions set forth in any purchase order, or any other form or document of Agency, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by Lexipol, and shall not be considered binding on Lexipol unless specifically agreed to in writing by it.

13.3 Headings. The captions and other headings contained in this Agreement are for convenience only and shall not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

13.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

13.5 Amendment. No amendment, modification, or supplement to this Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

13.6 General Interpretation. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such



instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person or entity.

13.7 Notices. Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given by personal delivery, by certified mail, postage prepaid, or by recognized overnight delivery service to the appropriate party at the address of such party stated on the cover sheet to which these General Terms and Conditions are attached, or such other address as such party may indicate by a notice delivered to the other party in accordance with the terms of this Section. Alternatively, electronic mail or facsimile notice is acceptable when acknowledged by the receiving party.

13.8 Invalidity of Provisions. Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, then the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

13.9 Waiver. Lexipol's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

End of General Terms and Conditions

RESOLUTION NO. 065-20

Special Appropriation to Envision Opelika, 6th Annual Unity Stampede Walk/Run.**RESOLUTION NO. _____**

WHEREAS, the Opelika City Council appreciates and fully supports Envision Opelika and the various projects they are currently involved with, and

WHEREAS, Envision Opelika is now in need of additional funds to assist with their 2020 Unity Stampede Walk/Run with all the proceeds being used to fund Character Education, scholarships to Southern Union and promote healthy life styles in the community, and

WHEREAS, City Council President Eddie Smith Ward 4, President Pro-tem Patricia Jones Ward 1, Councilman Tiffany Gibson-Pitts Ward 2, Councilman Dozier Smith T Ward 3 and Councilman David Canon Ward 5 each agrees to appropriate \$200.00 from their respective discretionary fund, to assist with funding the 2020 Unity Stampede Walk-Run event.

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 \$1,000.00 to Envision Opelika to assist with the cost of the 2020 Unity Stampede Walk-Run event.
2. The Opelika City Council hereby declares and determines that said expenditure of these public funds serve a public purpose for the City of Opelika.
3. The Mayor and the Controller is hereby authorized and directed to move the discretionary funds as detailed below to the appropriate account(s):

Patricia Jones	Ward 1	Reserve fund	\$ 200.00
Tiffany Pitts	Ward 2	Reserve fund	\$ 200.00
Dozier Smith T	Ward 3	Reserve fund	\$ 200.00
Eddie Smith	Ward 4	Reserve fund	\$ 200.00
David Canon	Ward 5	Reserve fund	\$ 200.00

4. The City Clerk-Treasurer is hereby authorized and directed to prepare the appropriate documents so that a check for \$1,000.00 payable to Envision Opelika Foundation can be prepared and delivered with said funds being earmarked and designated for the 2020 Unity Stampede Walk-Run event.

APPROVED and ADOPTED this the ____ day of _____, 2020.

President of the City Council
City of Opelika, Alabama

Attest:

Russell A. Jones
City Clerk - Treasurer

RESOLUTION NO. 066-20

Agreement with TTL, Inc. for Industrial Blvd. / Northpark Dr. Improvements. - Eng

RESOLUTION NO. _____

**RESOLUTION ACCEPTING PROPOSAL FOR
PROFESSIONAL SERVICES AND APPROVING THE CLIENT
SERVICES AGREEMENT SUBMITTED BY TTL, INC. FOR
INDUSTRIAL BOULEVARD AND NORTHPARK DRIVE IMPROVEMENTS**

WHEREAS, the City of Opelika, Alabama, (the “City”) intends to restore, rehabilitate and resurface Northpark Drive from Joanne Drive to Andrews Road and Industrial Boulevard from Lake Condry Road to the end of the roadway past Sharp Street (the “Project”); and

WHEREAS, the existing site conditions and geotechnical constraints, including subsurface conditions along the road segments have already been investigated and reported to the Engineering Department; and

WHEREAS, professional geotechnical engineering services are now needed to complete the site survey, civil design documents/plans for contractor bidding, bid phase observation, and construction engineering and testing services to address the current roadway failures due to heavy tractor trailer use and drainage issues of the Project for the City; and

WHEREAS, TTL, Inc. (“TTL”) is a professional engineering firm that possesses the requisite knowledge, skill and resources to survey, design, monitor and test the Project and; and

WHEREAS, a Proposal for pavement engineering services (the “Proposal”) and a Client Services Agreement (the “Agreement”) have been prepared by TTL 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 Proposal and Agreement.

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

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

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

3. That the compensation to be paid to TTL shall come from the Unassigned Fund Balance and the Controller is hereby authorized and directed to make all necessary and appropriate budget adjustments to implement this Resolution.

4. That the Purchasing-Revenue Manager is hereby authorized and directed to issue a purchase order to TTL for the provision for professional services as outlined in the Proposal and the Agreement attached hereto.

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

ADOPTED AND APPROVED this the _____ day of _____, 2020.

PRESIDENT OF THE CITY COUNCIL OF THE

CITY OF OPELIKA, ALABAMA

ATTEST:

CITY CLERK



2743 Gunter Park Drive W, Suite E
Montgomery, AL 36109
334.244.0766
www.ttlusa.com

March 5, 2020

Mr. Scott Parker
City Engineer
City of Opelika
P.O. Box 390
Opelika, AL 36803

**RE: Industrial Boulevard and Northpark Drive Improvements
Proposal for Professional Services
Opelika, Alabama**

Dear Mr. Parker:

We are writing to provide you with the following proposal for professional services for the above referenced projects. These services will provide you with a complete site survey, civil design documents for Contractor bidding, bid phase, and construction inspection and testing services to address the current roadway failures due to heavy tractor trailer use and drainage issues.

Our proposal is based on our understanding of the required scope of services from the meeting with you, site visits, and conceptual layouts completed from all available existing mapping we could obtain electronically or from the City of Opelika. We have itemized the various professional services into specific areas of professional practice providing scope information and a cost summary section for each project.

Section A	-	Surveying Services	Page 2
Section B	-	Civil Engineering Services	Page 3 - 4
Section C	-	Construction Engineering and Inspection Services	Page 5
Section D	-	Construction Materials Testing (CMT) Services	Page 6
Section E	-	Summary of Professional Fees /Hourly Rates	Page 7 - 8

We greatly appreciate the opportunity to provide this proposal to you. Please let us know if you have any questions or require further information regarding this proposal.

Sincerely,
TTL, INC.

Frank E. Summers, PE
Vice-President

Wyman Turner, PE
Project Manager

attachments: Project Opinion of Costs, Conceptual Maps, 2020 Hourly Rate Schedule, CPSCA Contract Form

Attachment: Exhibit "A" TTL agreement with City of Opelika Industrial and Northpark Proposal (066-20 : Agreement with TTL, Inc. for Industrial

SECTION A – SURVEYING SERVICES:

Topographic and Right-of-Way Survey:

- Perform a pre-design topographic and Right-of-Way survey to verify locations and elevations of existing site features including, but not limited to, existing roadways, valley gutter, curb and gutter, drives, public/private utilities, right-of-way/easements, signage, lighting, etc. for use in development of construction plans.

Northpark Drive Proposed Lump Sum Fee = \$8,600.00
Industrial Boulevard Proposed Lump Sum Fee = \$8,200.00

Record Drawing Survey:

- We will perform a record drawing survey as part of the final closeout. This information shall be provided to the City of Opelika as part of hard copy construction plans and in digital CAD format.

Northpark Drive Proposed Lump Sum Fee = \$2,100.00
Industrial Boulevard Proposed Lump Sum Fee = \$2,900.00

Construction Staking:

- We will perform construction staking services for the project on behalf of the Owner to ensure the required elevations and grades in the field are as reflected in the construction plans. Staking includes setting control for the Contractor, creation of staking files as needed, rough grading elevations, pavement elevations for leveling, stone base bluetopping, curb and gutter, band curb, valley gutter, and storm drainage improvements one (1) time only. Any other requested staking items outside of those listed above will be provided on an hourly basis according to our current hourly rate schedule at the expense of the Contractor. Request for construction staking shall be submitted to TTL, Inc. a minimum of 48-hours in advance of when the work is needed.
- The majority of our clients prefer to provide staking of their improvements; however, if this service is not desired or wanted to be the requirement of the Contractor, then these fees should be deleted from the proposal.

Northpark Drive Proposed Lump Sum Fee = \$18,400.00
Industrial Boulevard Proposed Lump Sum Fee = \$17,600.00

SECTION B – CIVIL ENGINEERING SERVICES:

Conceptual Analysis and Design:

- Attend pre-design meeting with the City of Opelika engineering department for initial feedback and direction related to the roadway improvements desired for the project. Perform detailed site visits to the project to assess existing issues and impacts to the surrounding areas for any associated improvements. These visits will include site photography of existing conditions, observations of specific issues noted such as pavement failures/cracking/poor drainage, observation of existing public/private utilities from the ground, etc. Secure all existing mapping available via the Owner and internet to prepare a detailed conceptual map of proposed improvements. This will include existing topographic maps, aerial, drainage, public and private utility maps (if available), etc. Upon completion of conceptual mapping of proposed improvements, prepare a preliminary opinion of probable construction cost to establish project cost for improvements and an estimated length of construction.

Northpark Drive Proposed Lump Sum Fee = \$7,900.00
Industrial Boulevard Proposed Lump Sum Fee = \$9,300.00

Design and Contract Documents:

Provide design services and develop construction drawings and documents for use in permitting and construction of the required improvements. Proposed contract documents will include:

- Site Survey and Clearing/Demolition: This will include a detailed site survey depicting existing conditions and delineate items to be demolished or retained.
- Paving, Signing, and Striping Plan: This will include all roadway, stripe, markings, signage, curb and gutter, band curb and other improvements.
- Site Grading Plan: This includes evaluating geotechnical information and preparing a detailed grading plan for this project. This plan shall include detailed elevation spot grades and contour lines.
- Roadway Cross Sections: These will depict proposed roadway widening and buildups providing additional information to support the grading plan and typical sections.
- Sanitary Sewer Design: These services are not included.
- Storm Drainage Design: This includes the design of any storm drains needed for access drives, the roadway, ditches, permanent riprap and energy basins, etc.
- Site Utility Design: There are no required site utilities as part of this project scope.
- Water Distribution Design: These services are not included.
- Erosion Control Plan: This includes a basic Best Management Practices Plan (BMPP) for the Contractor to minimize erosion during construction. This is a design phase task and does not include construction phase NPDES permit preparation, associated supplemental CBMPP, or periodic inspections.
- City of Opelika Site Development Permit: Obtain a permit for the project improvements, if required.

(continued next page)

- **Contract Documents and Construction Details:** This includes development of a unit cost bid proposal form with estimated quantities and providing details, technical specifications, and contract documents for contracting of the site improvements as requested.

Northpark Drive Proposed Lump Sum Fee = \$89,900.00
Industrial Boulevard Proposed Lump Sum Fee = \$98,000.00

Bid Phase:

Upon completion and approval of the construction plans, we will assist in the bidding of the project, leading a pre-bid conference, provide necessary addenda during bidding, attending the bid opening, and prepare bid certification.

Northpark Drive Proposed Lump Sum Fee = \$2,500.00
Industrial Boulevard Proposed Lump Sum Fee = \$2,500.00

SECTION C – CONSTRUCTION ENGINEERING AND INSPECTION SERVICES:

Construction Phase Services:

- After bid phase and low bidder certification, attend any necessary meetings with the City of Opelika, etc. related to the project bid. Assist in the bid award, contract and bonding of the awarded low bidder, including coordination of contract execution, pre-construction conference, etc.
- We have assumed the following contract lengths:

Northpark Drive	120 Consecutive Calendar Days
Industrial Boulevard	180 Consecutive Calendar Days

Construction phase services are based on the estimated contract lengths. After final design, it may be determined that these lengths should shorten or lengthen. The fees for these services can be revised at that time as more detailed information will be known.

- Provide resident construction observation for the construction phase of the projects for the estimated contract lengths noted above. Construction phase services are to include construction materials testing, review of periodic pay requests, on-site owner representation, etc.

Northpark Drive Estimated Hourly Fee = \$86,700.00
Industrial Boulevard Estimated Hourly Fee = \$140,900.00

ADEM NPDES Permitting for Construction:

- We did NOT include services to prepare permit application and associated documentation required by ADEM for a project specific NPDES storm water permit. We note in the plans that the NPDES permit is to be secured by the Contractor and placed in his name as he has control and maintenance of the site and should be directly responsible for the associated liability and not the Owner.

No Fee Included as Noted

SECTION D – CONSTRUCTION MATERIALS TESTING (CMT) SERVICES:

CMT Narrative

Earthwork

- Observe proofrolling operations and undercutting operations.
- Observe backfill placement and perform nuclear density tests on the compacted backfill.
- Obtain bulk samples of the backfill soils for Proctor density and laboratory classification testing.
- Observe base placement and perform nuclear density tests on the compacted base materials.
- Obtain bulk samples of the base materials for Proctor density and base analysis testing.

Site Placed Concrete

- Monitor the placement of structural concrete pours.
- Cast a set of test cylinders of each concrete mix placed each day as required by the project specifications. Slump, air content, and temperature tests will be performed for each set of test cylinders. Slumps of other loads will be visually estimated and tests will be performed as deemed necessary to maintain a uniform slump.

Asphalt Paving

- Asphalt testing and monitoring.
- Coring of asphalt as necessary to verify depths.

The presence of our field representative will be for the purpose of providing observation and field testing. Our work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor should also be informed that neither the presence of our field representative nor the observation and testing by our firm shall excuse the contractor in any way from defects discovered in his work. Our firm will not be responsible for job or site safety on this project. Job and site safety will be the sole responsibility of the contractor.

Northpark Drive Estimated Hourly Fee = \$27,500.00
Industrial Boulevard Estimated Hourly Fee = \$31,300.00

SECTION E – SUMMARY OF PROFESSIONAL FEES/HOURLY RATES:

(All services are lump sum unless otherwise noted)

Northpark Drive

Section A	–	Surveying Services	
		Topographic and Boundary Survey	\$8,600.00
		Record Drawing Survey (Per Hourly Rate)	\$2,100.00
		Construction Staking	\$18,400.00
Section B	–	Civil Engineering Services	
		Conceptual Analysis and Design	\$7,900.00
		Design and Contract Documents	\$89,900.00
		Bid Phase	\$2,500.00
Section C	–	Construction Engineering and Inspection Services	
		Construction Phase Engineering and Inspection Services (Per Hourly Rate)	\$86,700.00
		ADEM NPDES Permitting for Construction	Not Included
Section D	–	Construction Materials Testing (CMT) Services	
		Earthwork, Site Placed Concrete, Asphalt Paving (Per Hourly Rate)	\$27,500.00
Subtotal Services Northpark Drive:			\$243,600.00

Industrial Boulevard

Section A	-	Surveying Services	
		Topographic and Boundary Survey	\$8,200.00
		Record Drawing Survey (Per Hourly Rate)	\$2,900.00
		Construction Staking	\$17,600.00
Section B	-	Civil Engineering Services	
		Conceptual Analysis and Design	\$9,300.00
		Design and Contract Documents	\$98,000.00
		Bid Phase	\$2,500.00
Section C	-	Construction Engineering and Inspection Services	
		Construction Phase Engineering and Inspection Services (Per Hourly Rate)	\$140,900.00
		ADEM NPDES Permitting for Construction	Not Included
Section D	-	Construction Materials Testing (CMT) Services	
		Earthwork, Site Placed Concrete, Asphalt Paving (Per Hourly Rate)	\$31,300.00
Subtotal Services Industrial Boulevard:			\$310,700.00

Please note this proposal does not include any off-site design, site water and sewer design, preliminary plat or subdivision services, archaeological, structural design, traffic studies, site electrical design, or telecommunications design. Any services not specifically listed as a part of this scope of work shall be performed on an hourly basis or under a separate proposal and contract as requested.

TTL reserves the right to withdraw and/or modify this proposal at any time subsequent to this 60-day offer period. All information (written or electronic) from TTL concerning TTL's work is for the sole use and reliance of TTL's Client. TTL intends no third party beneficiaries (express or implied) and copies of such information received by any third parties are not for reliance unless TTL first receives a signed Secondary Client Agreement from the third party.



MORE THAN EXPECTED. NOTHING LESS THAN GENUINE.

City of Opelika
Industrial Blvd Improvements
Engineer's Preliminary
Opinion of Probable Construction Cost
March 5, 2020

Item No.	Quantity	Unit	Description	Unit Cost	Total Cost
General, Demolition, Clearing, Grubbing, and Earthwork					
1	1	l.s.	Payment and Performance Bonds	\$20,000.00	\$20,000.
2	1	l.s.	Mobilization and Demobilization	\$55,000.00	\$55,000.
3	1	l.s.	Demolition, Clearing, and Grubbing and Working Limits (Approximately 5 acres)	\$12,500.00	\$12,500.
4	12000	s.y.	Remove Existing Pavements (Concrete, Asphalt, Curb & Gutter)	\$5.00	\$60,000.
5	12	each	Remove Storm Structure and Backfill	\$1,500.00	\$18,000.
6	1	l.s.	Earthwork ($\pm$ 1,000 c.y.i.p.)	\$10,000.00	\$10,000.
7	650	c.y.i.p.	Borrow Excavation (Off-Site)	\$12.00	\$7,800.
8	250	c.y.i.p.	Topsoil Stripping (6" thick min.)	\$5.00	\$1,250.
9	900	c.y.i.p.	Topsoil Replacement (6" thick min.)	\$10.00	\$9,000.
Base, Pave and Curb & Gutter Improvements					
10	5600	s.y.	Milling/Planing Existing Pavement (2" Thickness)	\$2.00	\$11,200.
11	10000	s.y.	Crushed Aggregate Stone Base, 825B (6" Thickness)	\$10.75	\$107,500.
12	15600	s.y.	Bituminous Treatment A (ALDOT 401)	\$1.00	\$15,600.
13	2597	gal	Tack Coat (Trackless Tack)(ALDOT 405A)(Access Road)	\$4.50	\$11,686.
14	15179	s.y.	Bituminous Concrete Wearing Surface Layer, 3/4" Max Aggregate Mix (ALDOT 424A) (1.5" Compacted Thickness)(Access Road)	\$8.00	\$121,432.
15	10790	s.y.	Bituminous Concrete Binder Layer, 3/4" Max Aggregate Mix (ALDOT 424B) (3" Compacted Thickness)	\$13.00	\$140,270.
16	4388	s.y.	Bituminous Concrete Binder Layer, 3/4" Max Aggregate Mix (ALDOT 424B) (2.5" Compacted Thickness)	\$12.50	\$54,850.
17	10793	s.y.	Bituminous Concrete Binder Layer, 3/4" Max Aggregate Mix (ALDOT 424B) (2.25" Compacted Thickness)	\$12.00	\$129,516.
18	100	tons	Bituminous Concrete Binder Layer, Leveling, 1" Max Aggregate Mix (Thickness Varies)	\$100.00	\$10,000.
19	200	s.y.	Asphalt Patching (5.5" Asphalt Thickness) (As Directed by Owner's Representative)	\$50.00	\$10,000.
20	4850	l.f.	Combination Curb and Gutter	\$25.00	\$121,250.
21	2905	l.f.	Band Curb	\$20.00	\$58,100.
22	150	l.f.	6' Valley Gutter	\$60.00	\$9,000.
23	10	s.y.	Concrete Slope Paving	\$50.00	\$500.
Storm Drainage System Improvements					
24	504	l.f.	15" R.C. Pipe, Class 3	\$40.00	\$20,160.
25	888	l.f.	18" R.C. Pipe, Class 4	\$45.00	\$39,960.
26	416	l.f.	24" R.C. Pipe, Class 5	\$55.00	\$22,880.
27	184	l.f.	30" R.C. Pipe, Class 6	\$65.00	\$11,960.
28	17	each	Type "S" Inlet (1 Wing) (Depths Vary)	\$3,800.00	\$64,600.
29	4	each	Type "S" Inlet (2 Wing) (Depths Vary)	\$4,000.00	\$16,000.
30	3	each	Concrete Junction Box (Depths Vary)	\$3,200.00	\$9,600.
31	5	each	30" Concrete Headwall w/ Energy Dissipator	\$2,000.00	\$10,000.
32	2	each	Yard Inlet	\$3,600.00	\$7,200.
33	350	l.f.	Trench Drain (At Commercial Drives)	\$60.00	\$21,000.
34	500	tons	Permanent Riprap, Class 2	\$40.00	\$20,000.
35	500	l.f.	6" Underdrain (As Directed by the Owner's Representative)	\$15.00	\$7,500.

Attachment: Exhibit "A" TTL agreement with City of Opelika Industrial and Northpark Proposal (066-20 : Agreement with TTL, Inc. for Industrial

Erosion Control					
36	1	l.s.	Erosion Control Management and Maintenance	\$25,000.00	\$25,000.
37	2	acres	Temporary and Permanent Seeding and Mulching	\$3,000.00	\$6,000.
38	2	each	Construction Entrance/Exit	\$7,500.00	\$15,000.
39	1000	s.y.	Erosion Control Netting (Min. 2.25 lb/ft2 Shear Stress Fabric)	\$5.50	\$5,500.
40	4150	l.f.	Silt Fence, Type A	\$5.50	\$22,825.
41	500	l.f.	Sediment Control Logs	\$6.00	\$3,000.
42	21	each	Dome Inlet Protector	\$250.00	\$5,250.
43	500	tons	Temporary Riprap, Class 2 (Check Dams and Berms)	\$35.00	\$17,500.
Traffic Control, Traffic Signal, and Temporary Striping					
44	1	l.s.	Traffic Control	\$30,000.00	\$30,000.
45	1	l.s.	Construction Signs	\$2,500.00	\$2,500.
46	10500	l.f.	Temporary Striping (All Colors)	\$0.50	\$5,250.
47	100	s.f.	Temporary Markings (Stop Bars, Yield Bars)	\$6.00	\$600.
Permanent Signing and Striping					
48	8500	l.f.	Solid Yellow, Class 1, Type A Traffic Stripe (4" Wide)	\$0.75	\$6,375.
49	100	s.f.	2' Stop Bar, Yield Bars (Traffic Control Markings, Class 1, Type A)	\$2.50	\$250.
50	70	l.f.	Crosswalk (Traffic Control Markings, Class 1, Type A)(All Widths)	\$9.00	\$630.
51	10	each	Permanent Signs	\$300.00	\$3,000.
				Preliminary Opinion of Probable Construction Cost	\$1,393,994.
				10% Contingency	\$139,399.
				Total Preliminary Opinion of Probable Construction Cost for Industrial Boulevard Improvements	\$1,533,393.



MORE THAN EXPECTED. NOTHING LESS THAN GENUINE.

City of Opelika
Northpark Drive Improvements
Engineer's Preliminary
Opinion of Probable Construction Cost
March 5, 2020

Item No.	Quantity	Unit	Description	Unit Cost	Total Cost
General, Demolition, Clearing, Grubbing, and Earthwork					
1	1	l.s.	Payment and Performance Bonds	\$20,000.00	\$20,000.
2	1	l.s.	Mobilization and Demobilization	\$43,500.00	\$43,500.
3	1	l.s.	Demolition, Clearing, and Grubbing and Working Limits (Approximately 7 acres)	\$17,500.00	\$17,500.
4	2050	s.y.	Remove Existing Pavements (Concrete, Asphalt, Curb & Gutter)	\$8.00	\$16,400.
5	12	each	Remove Storm Structure Top	\$1,500.00	\$18,000.
6	1	l.s.	Earthwork (± 2,000 c.y.i.p.)	\$20,000.00	\$20,000.
7	1350	c.y.i.p.	Borrow Excavation (Off-Site)	\$12.00	\$16,200.
8	2300	c.y.i.p.	Topsoil Stripping (6" thick min.)	\$5.00	\$11,500.
9	2100	c.y.i.p.	Topsoil Replacement (6" thick min.)	\$8.00	\$16,800.
Base, Pave and Curb & Gutter Improvements					
10	500	s.y.	Milling/Planing Existing Pavement (2" Thickness)	\$10.00	\$5,000.
11	3260	gal	Tack Coat (Trackless Tack)(ALDOT 405A)	\$5.50	\$17,930.
12	16300	s.y.	Bituminous Concrete Wearing Surface Layer, 1/2" Max Aggregate Mix (ALDOT 424A) (1.5" Compacted Thickness)	\$8.00	\$130,400.
13	9500	s.y.	Bituminous Concrete Binder Layer, 1" Max Aggregate Mix (ALDOT 424B) (1.5" Compacted Thickness)	\$9.50	\$90,250.
14	6800	s.y.	Bituminous Concrete Binder Layer, 1" Max Aggregate Mix (ALDOT 424B) (2.5" Compacted Thickness)	\$12.50	\$85,000.
15	900	tons	Bituminous Concrete Binder Layer, Leveling, 1" Max Aggregate Mix (Thickness Varies)	\$100.00	\$90,000.
16	2300	s.y.	Concrete Pavement (11" Thickness)	\$100.00	\$230,000.
17	500	s.y.	Asphalt Patching (11" Asphalt Thickness) (As Directed by Owner's Representative)	\$80.00	\$40,000.
18	2300	s.y.	Permeable Asphalt Treated Base PATB (4" Thickness)	\$10.00	\$23,000.
19	2500	l.f.	Combination Curb and Gutter	\$25.00	\$62,500.
20	5800	l.f.	Band Curb	\$20.00	\$116,000.
21	20	s.y.	Concrete Slope Paving	\$50.00	\$1,000.
Storm Drainage System Improvements					
22	100	l.f.	73" x 45" RCAP Pipe, Class 3	\$250.00	\$25,000.
23	12	each	Type "S" Inlet (Depths Vary)	\$3,800.00	\$45,600.
24	1	each	Concrete Junction Box (Depths Vary)	\$3,200.00	\$3,200.
25	1	each	73" x 45" Flared End Headwall w/ Energy Dissipator	\$4,000.00	\$4,000.
26	100	tons	Permanent Riprap, Class 2	\$40.00	\$4,000.
27	1000	l.f.	6" Underdrain (As Directed by the Owner's Representative)	\$15.00	\$15,000.

Attachment: Exhibit "A" TTL agreement with City of Opelika Industrial and Northpark Proposal (066-20 : Agreement with TTL, Inc. for Industrial

Erosion Control					
28	1	l.s.	Erosion Control Management and Maintenance	\$10,000.00	\$10,000.
29	3	acres	Temporary and Permanent Seeding and Mulching	\$3,000.00	\$9,000.
30	2	each	Construction Entrance/Exit	\$7,500.00	\$15,000.
31	1000	s.y.	Erosion Control Netting (Min. 2.25 lb/ft2 Shear Stress Fabric)	\$5.50	\$5,500.
32	4600	l.f.	Silt Fence, Type A	\$5.50	\$25,300.
33	500	l.f.	Sediment Control Logs	\$6.00	\$3,000.
34	12	each	Dome Inlet Protector	\$250.00	\$3,000.
35	200	tons	Temporary Riprap, Class 2 (Check Dams and Berms)	\$35.00	\$7,000.
Traffic Control, Traffic Signal, and Temporary Striping					
36	1	l.s.	Traffic Control	\$20,000.00	\$20,000.
37	1	l.s.	Construction Signs	\$5,000.00	\$5,000.
38	15000	l.f.	Temporary Striping (All Colors)	\$0.50	\$7,500.
39	9	each	Temporary Markings (All Colors)	\$100.00	\$900.
40	300	s.f.	Temporary Markings (Stop Bars, Yield Bars)	\$6.00	\$1,800.
Permanent Signing and Striping					
41	9600	l.f.	Solid Yellow, Class 1, Type A Traffic Stripe (4" Wide)	\$0.75	\$7,200.
42	1300	l.f.	Solid White, Class 1, Type A Traffic Stripe (6" Wide)	\$1.00	\$1,300.
43	400	l.f.	Dotted White, Class 1, Type A Traffic Stripe (6" Wide)	\$1.00	\$400.
44	2500	l.f.	Dashed Yellow, Class 1, Type A Traffic Stripe (4" Wide)	\$0.75	\$1,875.
45	450	s.f.	Channelization Striping, Class 1, Type A (Yellow)	\$1.50	\$675.
46	9	each	Arrow (Traffic Control Marking, Class 1, Type A)	\$50.00	\$450.
47	7	each	Only's (Traffic Control Legend, Class 1, Type A)	\$75.00	\$525.
48	300	s.f.	2' Stop Bar, Yield Bars (Traffic Control Markings, Class 1, Type A)	\$2.50	\$750.
49	10	each	Permanent Signs	\$300.00	\$3,000.
				Preliminary Opinion of Probable Construction Cost	\$1,296,955.
				10% Contingency	\$129,695.
				Total Preliminary Opinion of Probable Construction Cost for Northpark Drive Improvements	\$1,426,650.



2020 PERSONNEL FEE SCHEDULE

<u>STAFF POSITION</u>	<u>HOURLY RATE</u>
Project Administrator I	\$55.00
Project Administrator II	\$60.00
Project Administrator III	\$65.00
Project Administrator IV	\$70.00
Project Administrator V	\$80.00
Project Administrator VI	\$85.00
Project Administrator VII.....	\$90.00
Project Administrator VIII.....	\$95.00
Project Technician I.....	\$46.00
Project Technician II.....	\$48.00
Project Technician III.....	\$50.00
Project Technician IV.....	\$55.00
Project Technician V.....	\$60.00
Project Technician VI.....	\$65.00
Senior Project Technician I.....	\$70.00
Senior Project Technician II.....	\$75.00
Senior Project Technician III.....	\$80.00
Senior Project Technician IV.....	\$90.00
Senior Project Technician V.....	\$100.00
Senior Project Technician VI.....	\$105.00
Senior Project Technician VII.....	\$110.00
NACE Level I Technician.....	\$95.00
NACE Level II Technician.....	\$105.00
NACE Level III Technician.....	\$150.00
NDT Steel/ASNT Level I Technician.....	\$90.00
NDT Steel/ASNT Level II Technician.....	\$95.00
NDT Steel/ASNT Level III Technician.....	\$150.00
NDT Steel/AWS Certified Welding Inspector.....	\$90.00
NDT Steel/AWS Certified Welding & ASNT Level I Inspector.....	\$95.00
NDT Steel/AWS Certified Welding & ASNT Level II Inspector.....	\$105.00
Metals QA/QC Manager I.....	\$145.00
Metals QA/QC Manager II.....	\$150.00
Metals QA/QC Manager III.....	\$155.00
Professional Land Surveyor I.....	\$120.00
Professional Land Surveyor II.....	\$145.00
Professional Land Surveyor III.....	\$170.00
Professional Land Surveyor IV.....	\$195.00
Project Professional I.....	\$110.00
Project Professional II.....	\$120.00
Project Professional III.....	\$130.00
Project Professional IV.....	\$140.00
Project Professional V.....	\$150.00
Project Professional VI.....	\$160.00
Project Professional VII.....	\$170.00
Senior Project Professional I.....	\$175.00
Senior Project Professional II.....	\$185.00

Senior Project Professional III.....	\$195.00
Senior Project Professional IV.....	\$205.00
Senior Project Professional V.....	\$215.00
Senior Project Professional VI.....	\$225.00
Senior Project Professional VII.....	\$235.00
Project Manager I.....	\$115.00
Project Manager II.....	\$125.00
Project Manager III.....	\$135.00
Project Manager IV.....	\$145.00
Project Manager V.....	\$155.00
Project Manager VI.....	\$165.00
Project Manager VII.....	\$175.00
Senior Project Manager I.....	\$180.00
Senior Project Manager II.....	\$190.00
Senior Project Manager III.....	\$200.00
Senior Project Manager IV.....	\$210.00
Senior Project Manager V.....	\$220.00
Senior Project Manager VI.....	\$230.00
Senior Project Manager VII.....	\$240.00
Senior Technical Professional I	\$195.00
Senior Technical Professional II	\$205.00
Senior Technical Professional III	\$215.00
Senior Technical Professional IV	\$225.00
Senior Technical Professional V	\$235.00
Senior Technical Professional VI	\$245.00
Principal I.....	\$250.00
Principal II.....	\$260.00
Principal III.....	\$270.00
Principal IV.....	\$280.00
Academia Consultant.....	Cost + 20%
Specialty Consultant	Cost + 20%
Printing Costs:.....	
Copier Prints (Black and White/Color).....	\$0.15/Sheet
Plotter Prints (Black and White).....	\$0.50/Sq Ft
Plotter Prints (Color).....	\$1.00/Sq Ft
Mylar Prints.....	\$3.00/Sq Ft

NOTES:

1. Hourly personnel rates for holidays, weekends, or work over 40 hours per day shall be 1.3 times the standard unit rates.
2. Services provided in subsequent years will be billed at 1.08 times the above rates unless new rate schedule is approved.
3. Equipment, tests, vehicle mileage, meals, lodging, air travel, freight, delivery, printing, non-general overhead, etc. are not included in the above personnel rates. Unless stated otherwise, such costs will be invoiced at cost plus 20 percent.
4. A two hour minimum charge will be applied to all technician level staff positions performing services for all disciplines.
5. A 24-hour advance notice is requested for scheduling or canceling all personnel field services.
6. Sub-Consultants billed through TTL shall be subject to an additional 10 percent administrative fee.

CLIENT PROJECT SERVICES AGREEMENT

TTL Proposal Number
Page 1 of 2

This AGREEMENT is between ("Client") and TTL, Inc. ("Consultant") for Services to be provided by Consultant for Client on the project ("Project"), as described in the Project Information section of Consultant's Proposal dated _____ ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or exhibit is incorporated into this Agreement).

1. Scope of Services. The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence, unless specifically addressed in Consultant's proposal or Exhibit B. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.

2. Acceptance/Termination. Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.

3. Change Orders. Client may request changes to the Scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.

4. Compensation and Terms of Payment. Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address on Page 2, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney's fees. Consultant may suspend or terminate Services for lack of timely payment without liability to Client in connection with such suspension or termination.

5. Third Party Reliance. This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries made or intended. Reliance upon the Services and any work product is limited to Client, and is not permitted as to third parties. For a limited time period, not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reports will be strictly for informational purposes only and not for reliance and that reliance by any third party will not be granted until those third parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee. Client also acknowledges that such third party disclosures for reliance could create an issue of conflict of interest for Consultant and Client hereby waives any and all claims of conflict of interest as Consultant, Consultant's employees or sub-consultants or subcontractors as to any disclosure to a third party for informational or reliance purposes.

6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL MAXIMUM AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND CONSULTANT'S SUBCONSULTANTS AND SUBCONTRACTORS AND THE OFFICERS, DIRECTORS, MANAGERS, MEMBERS, SHAREHOLDERS, AGENTS, REPRESENTATIVES AND EMPLOYEES OF ALL OF THE FOREGOING) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, STATUTORY, CONTRACTUAL OR EQUITABLE CONTRIBUTION OR INDEMNITY OBLIGATION OR ANY OTHER THEORY OF RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.

7. Indemnity/Statute of Limitations. Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and **no duty to defend is hereby created by this indemnity provision** and such duty is **explicitly waived** under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.

8. Warranty. Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession currently practicing under similar conditions in the same locale. **CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT EXPRESSLY AND FULLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

9. Insurance. Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occurrence / \$2,000,000 aggregate); (iii) automobile liability insurance (\$1,000,000 Bodily Injury and Property Damage combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / aggregate). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.

11. Dispute Resolution. Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion of a registered, independent, and reputable engineer, or geologist licensed in the jurisdiction in which the work in question was performed that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Alabama law.

CLIENT PROJECT SERVICES AGREEMENT

TTL Proposal Number
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12. Subsurface Explorations. Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services and Client assumes responsibility for site restoration.

13. Testing and Observations. Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or Client's contractor's adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from Client's contractor's responsibility for defects discovered in Client's contractor's work, or create a warranty or guarantee from Consultant of any nature. Consultant will not supervise or direct the work performed by Client's contractor or Client's contractor's subcontractors at any tier and is not responsible for their means and methods.

14. Sample Disposition, Affected Materials, and Indemnity. Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, biohazard, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Scope of Services submitted by Consultant, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and all reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, Consultant's related companies, Consultant's subconsultants or subcontractors, and the agents, representatives, officers, directors, members, managers and shareholders of all of the foregoing harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any person or entity from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.

15. Documents. Work product, such as reports, logs, data, notes, photographs, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices. Upon Client's request, Consultant's work product may be provided via electronic media. By such request, Client agrees that the written copy retained by Consultant in its files shall be the official base document. Consultant makes no warranty or representation to Client that the magnetic copy is accurate or complete, but will correct in good faith any omissions or errors brought to Consultant's attention by Client. Any modifications of such electronic copy by Client or others shall be at Client's risk and without liability to Consultant. Such magnetic copy is subject to all other conditions of this Agreement. Documents, reports, tests, information and communications from Consultant to Client or Client's designees are to be used only relating to the specific project/site to which they relate and may not be re-used for other projects or sites without express written consent from Consultant; any unauthorized re-use is at Client's or the recipient's sole and exclusive risk and is without liability as to Consultant, its related companies, its subconsultants or subcontractors, or the officers, directors, employees, agents, representatives, members, managers or shareholders of all of the foregoing. Consultant may rely upon information provided to Consultant by or on behalf of Client or third parties without any duty to independently verify the accuracy or completeness or currency of same, and Consultant shall have no liability to Client arising from any deficiency of such information.

16. Utilities. Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to (or claims arising out of damage to) subterranean structures or utilities that are not called to Consultant's attention or are not correctly marked, including being marked by a utility location service, or are incorrectly shown on the plans furnished to Consultant.

17. Site Access and Safety. Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors and subcontractors, or other parties present at the site.

18. Unforeseen Circumstances. It is possible that unforeseen conditions or occurrences may be encountered at the site which could substantially alter the necessary services or the risks involved in completing Consultant's services. If this occurs, Consultant will promptly notify and consult with Client, but will act based on Consultant's sole judgment where risk to Consultant's personnel, the public or where professional duties to disclose hazards or conditions are involved. Possible actions could include: **(A.)** Complete the original Scope of Services in accordance with the procedures originally intended in Consultant's Proposal, if practicable in Consultant's judgment; **(B.)** Agree with Client to modify the Scope of Services and the estimate of charges to include assessment of the unforeseen conditions or occurrences, with such revision agreed to in writing; **(C.)** Terminate the services effective on the date specified by Consultant in writing; **(D.)** Disclose information to regulators or government authorities when required by statute or professional canons of ethics.

19. Survival. All provisions of this Agreement for indemnity or allocation of responsibility or liability between Client and Consultant shall survive the completion of the services and the termination of this Agreement.

20. Severability. In the event that any provision of this Agreement is found to be unenforceable under law, the remaining provisions shall continue in full force and effect.

CLIENT

Firm name: _____

Authorized by: _____ Date: _____

Print name: _____ Title: _____

Address: _____ Telephone no.: _____

City and state: _____ Zip: _____ Fax no.: _____

E-mail address: _____ Cell no.: _____

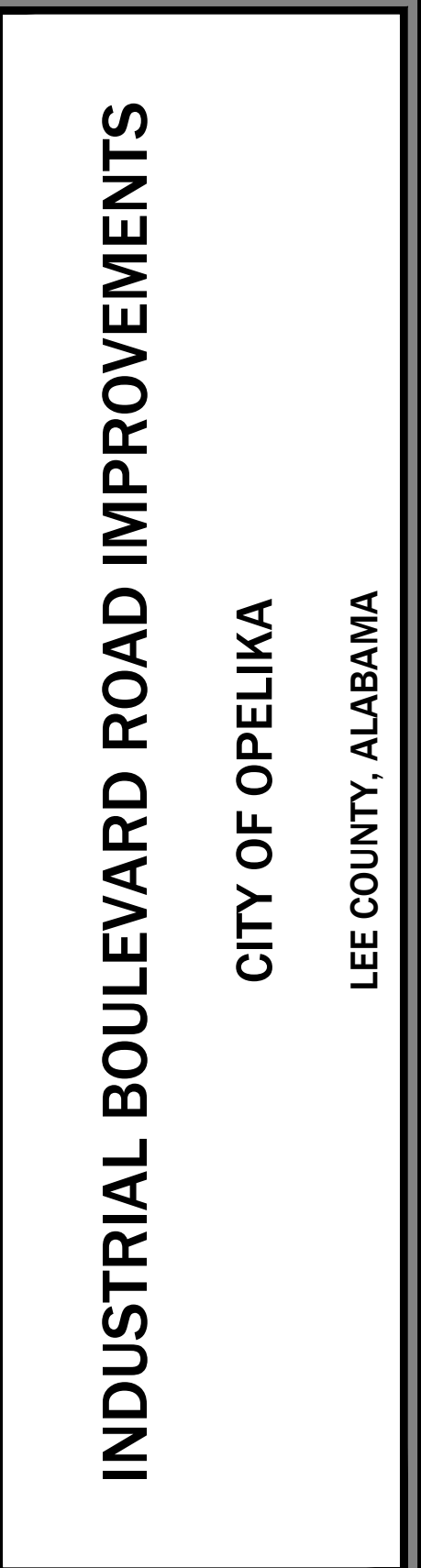
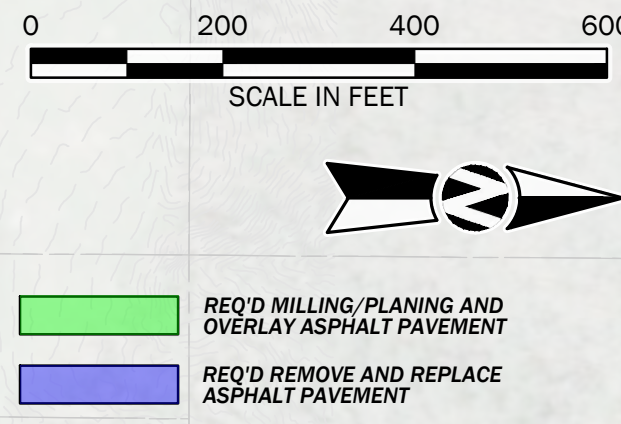
CONSULTANT

Firm name: TTL, Inc.

Firm address for notifications: _____

TTL approval by: _____ Date: _____

Print name: _____ Title: _____

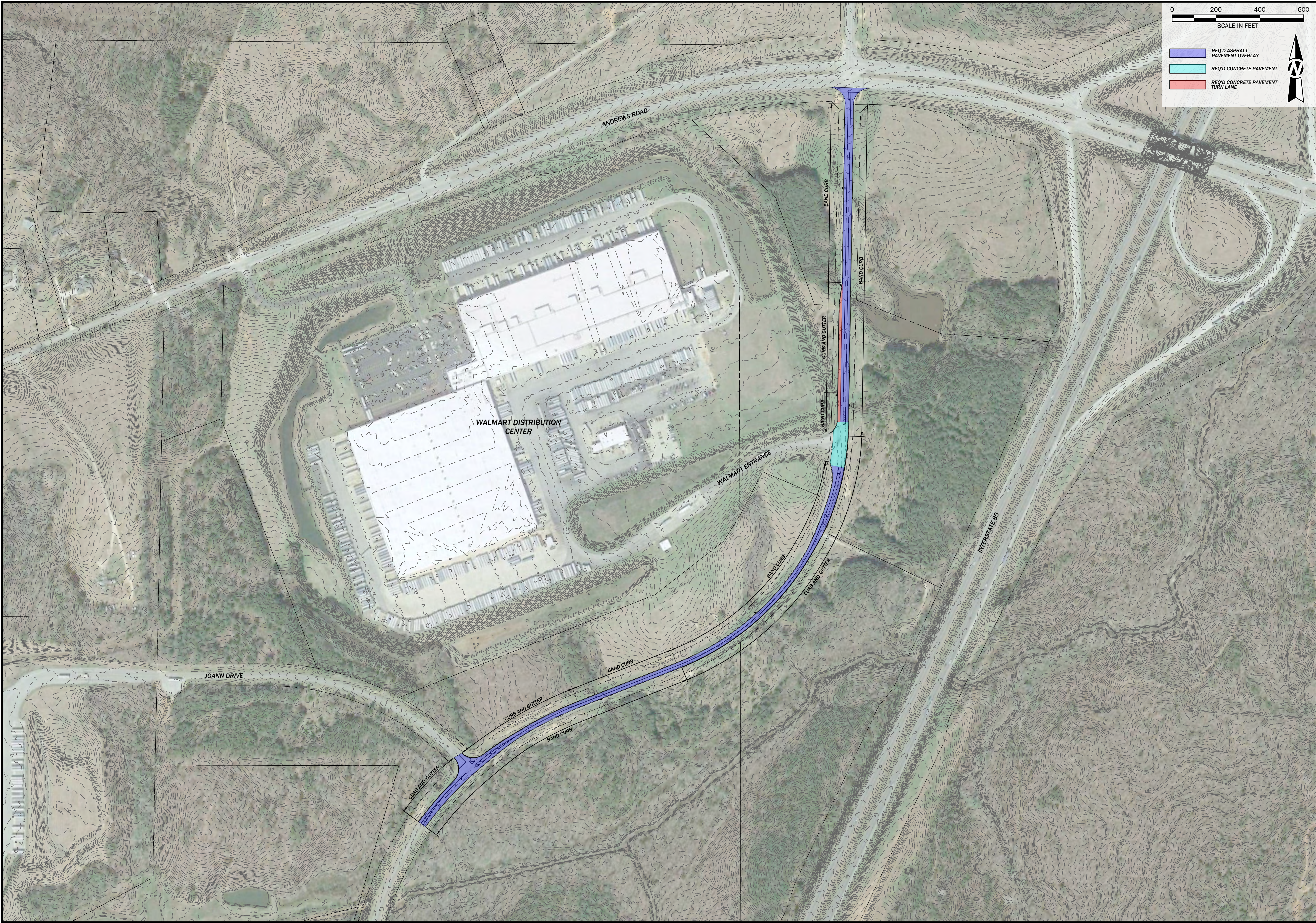


PRELIMINARY
(NOT FOR CONSTRUCTION,
RECORDING PURPOSES
OR IMPLEMENTATION)

SHEET TITLE		Revision Description
CONCEPT LAYOUT		
No.	Date	
Drawn By: T.L.R		Checked By:
Date: 03/02/20		Proj. No.: 00020100042L100
File Name: 20-0421 Industrial Concept Layout.dwg		

Sheet No.

1 OF 1



0200421

SCALE IN FEET

0200

400

600

REQ'D ASPHALT
PAVEMENT OVERLAY

REQ'D CONCRETE PAVEMENT

REQ'D CONCRETE PAVEMENT
TURN LANE

North

TTL

2890 Rice Mine Road NE | Tuscaloosa, AL 35406
205.661.3778 | www.ttlusa.com

NORTHPARK DRIVE ROAD IMPROVEMENTS

CITY OF OPELIKA

LEE COUNTY, ALABAMA

PRELIMINARY

(NOT FOR CONSTRUCTION,
RECORDING PURPOSES,
OR IMPLEMENTATION)

Sheet Title	
CONCEPT LAYOUT	
No.	Revision Description
Drawn By: T L R	
Date: 03/05/20	
File Name: 20-0421-Northpark Concept Layout.dwg	
Checked By:	
Proj. No.: 000201000421.00	

RESOLUTION NO. 067-20

Agreement Approving Settlement and Release between the City of Opelika and Stone Martin Builders.

RESOLUTION NO _____

**RESOLUTION APPROVING SETTLEMENT AGREEMENT
AND RELEASE BETWEEN THE CITY OF OPELIKA, ALABAMA,
AND STONE MARTIN BUILDERS, LLC.**

WHEREAS, on September 16, 1969, Baker Dean, Jr., and Carolyn Roberta Dean (the “Deans”), husband and wife, entered into with the City of Opelika, Alabama, a sanitary sewer easement (the “Sewer Easement”); and

WHEREAS, this instrument grants to the City a ten-foot wide sanitary sewer easement across and upon the Deans’ property adjacent to India Road and Rocky Brook Road; and

WHEREAS, pursuant to said Sewer Easement, the City installed a sanitary sewer trunk line across the Dean parcel; and

WHEREAS, the Sewer Easement provides, in part:

“It is understood and agreed that the Grantors and all successors in title to the lands abutting said easement shall have the right to connect his or their homes located thereon to said sanitary sewer line without the payment of any service charge, except the actual cost of making such connection; it is also understood and agreed that the sanitary sewer lines may be connected to the above-described sanitary sewer line, from any property owned by the Grantors, through which this easement runs, and that no service connection charge shall be made therefor, except the actual cost of making such connections, and provided that the cost of making such connections shall be paid by the Grantors, their heirs and assigns, and that all connections shall be made under the direction and supervision of the City Engineer of the City of Opelika, Alabama.”

WHEREAS, Stone Martin has acquired the Dean parcel and is now constructing single-family homes on the site; and

WHEREAS, this development is known as Trillium Subdivision; and

WHEREAS, Stone Martin takes the position that each home constructed by said company has the right to connect to the sewer line without payment of any charge or fee except the actual cost of connecting the homes to the sewer main. In other words, Stone Martin asserts that it is exempt from paying both the “connection fee (tap fee) and the developmental sewer assessment fee”; and

WHEREAS, Stone Martin asserts that the Sewer Easement created a contract between the City, the Deans and all successors in title to the lands abutting upon the Sewer Easement; and

WHEREAS, Stone Martin asserts that the clear intention of the Sewer Easement was to grant the Deans and their successors the right to make connections to the Opelika sewer system without payment of any fees other than the actual cost of connecting to the sewer system; and

WHEREAS, Stone Martin asserts that the use of the term “service charge” as used in the Sewer Easement consistent with the language in use by the City in its ordinance that was in effect at the time the Sewer Easement was granted; and

WHEREAS, the City takes the position that the term “service charge” as used in the Sewer Easement is vague, ambiguous and is open to multiple interpretations; and

WHEREAS, the City asserts that the term “service charge” should not be interpreted to mean “developmental sewer assessment fee”; and

WHEREAS, Stone Martin and the City wish to settle and compromise all claims and disputes between them relating to the Sewer Easement; and

WHEREAS, a Settlement Agreement and Release (the “Agreement”) between the City and Stone Martin has been prepared and presented to the City Council for approval, and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Agreement.

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

1. That the Settlement Agreement and Release to be entered into between the City and Stone Martin, 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.
2. That the Mayor is hereby authorized and directed to execute said Settlement Agreement and Release on behalf of the City, and the City Clerk is hereby authorized to attest the same.
3. That any officers of the City and any person or persons designated and authorized by any officers of the City to act in the name and on behalf of the City, or any one or more of them, are authorized to do or cause to be done or performed in the name and on behalf of the City such other acts and to execute and deliver or cause to be executed and delivered in the name and on behalf of the City such other notices, certificates, assurances or other instruments or other communications under the seal of the City or otherwise, as they or any of them deem necessary or advisable or appropriate in order to carry into effect the intent of the provisions of this Resolution and the attached Settlement Agreement.
4. That this Resolution shall take effect upon its passage and adoption by the City Council.

ADOPTED AND APPROVED this the _____ day of _____, 2020.

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

ATTEST:

CITY CLERK

SETTLEMENT AGREEMENT AND RELEASE

STATE OF ALABAMA
COUNTY OF LEE

This Agreement and Release, made and entered into on the dates associated with the respective signatures below, by and between STONE MARTIN BUILDERS, LLC, an Alabama limited liability company (hereinafter “Stone Martin”) and THE CITY OF OPELIKA, ALABAMA, a municipal corporation (hereinafter the “City”).

WITNESSETH:

WHEREAS, on September 16, 1969, Baker Dean, Jr., and Carolyn Roberta Dean (the “Deans”), husband and wife, entered into with the City of Opelika, Alabama, a sanitary sewer easement (the “Sewer Easement”); and

WHEREAS, this instrument grants to the City a ten-foot wide sanitary sewer easement across and upon the Deans’ property adjacent to India Road and Rocky Brook Road; and

WHEREAS, pursuant to said Sewer Easement, the City installed a sanitary sewer trunk line across the Dean parcel; and

WHEREAS, the Sewer Easement provides, in part:

“It is understood and agreed that the Grantors and all successors in title to the lands abutting said easement shall have the right to connect his or their homes located thereon to said sanitary sewer line without the payment of any service charge, except the actual cost of making such connection; it is also understood and agreed that the sanitary sewer lines may be connected to the above-described sanitary sewer line, from any property owned by the Grantors, through which this easement runs, and that no service connection charge shall be made therefor, except the actual cost of making such connections, and provided that the cost of making such connections shall be paid by the Grantors, their heirs and assigns, and that all connections shall be made under the direction and supervision of the City Engineer of the City of Opelika, Alabama.”

WHEREAS, Stone Martin has acquired the Dean parcel and is now constructing single-family homes on the site; and

WHEREAS, this development is known as Trillium Subdivision; and

WHEREAS, Stone Martin takes the position that each home constructed by said company has the right to connect to the sewer line without payment of any charge or fee except the actual cost of connecting the homes to the sewer main. In other words, Stone Martin asserts that it is exempt from paying both the “connection fee (tap fee) and the developmental sewer assessment fee”; and

WHEREAS, Stone Martin asserts that the Sewer Easement created a contract between the City, the Deans and all successors in title to the lands abutting upon the Sewer Easement; and

WHEREAS, Stone Martin asserts that the clear intention of the Sewer Easement was to grant the Deans and their successors the right to make connections to the Opelika sewer system without payment of any fees other than the actual cost of connecting to the sewer system; and

WHEREAS, Stone Martin asserts that the use of the term “service charge” as used in the Sewer Easement consistent with the language in use by the City in its ordinance that was in effect at the time the Sewer Easement was granted; and

WHEREAS, the City takes the position that the term “service charge” as used in the Sewer Easement is vague, ambiguous and is open to multiple interpretations; and

WHEREAS, the City asserts that the term “service charge” should not be interpreted to mean “developmental sewer assessment fee”; and

WHEREAS, Stone Martin and the City wish to settle and compromise all claims and disputes between them relating to the Sewer Easement.

NOW, THEREFORE, in consideration of the mutual recitations, covenants and agreements herein, the following is agreed to by and between Stone Martin and the City:

1. The City agrees to waive the sewer connection (tap-on) fee for each home constructed by Stone Martin on the former Dean property (Trillium Subdivision).
2. The City agrees to reduce the developmental sewer assessment fee to \$900.00 for each home constructed by Stone Martin on the former Dean property (Trillium Subdivision).
3. Stone Martin has previously paid to the City the full amount of the developmental sewer assessment for 25 homes constructed or to be constructed in Trillium Subdivision, resulting in an overpayment of \$8,750. The City agrees to credit the sum of \$8,750 against future building permit fees (which fees include the developmental assessment fee) for future homes constructed by Stone Martin in Trillium Subdivision until the entire amount of said credit is exhausted.
4. In consideration of the agreements of the City as set forth above, Stone Martin, for itself, its members, officers, successors and assigns, hereby releases the City and its officers, employees, agents, attorneys, successors and assigns of and from all claims, actions, causes of action or liability of any kind and description arising out of the Sewer Easement.
5. This Agreement shall be binding on Stone Martin and its successors in title to the affected real estate. Except as provided herein, the Sewer Easement shall continue and remain in full force and effect.
6. This Agreement is to be executed in duplicate and signed copies of the same shall have the full force and effect as the signed original document.
7. This Agreement states the entire agreement relating to the settlement of the matters herein mentioned, and there have been no other promises, agreements or understandings, oral or written, of any nature whatsoever.

In witness whereof, the parties hereto have caused this Settlement Agreement and Release to be executed as of the dates below respectfully associated with the signatures of the parties.

STONE MARTIN BUILDERS, LLC

By: _____

Its

Dated: _____, 2020

THE CITY OF OPELIKA, ALABAMA

By: _____

GARY FULLER

Its: Mayor

Dated: _____, 2020

ATTEST:

RUSSELL A. JONES
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 _____, whose name as _____ of STONE MARTIN, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company, on the day the same bears date.

GIVEN under my hand and official seal this ____ day of _____, 2020.

NOTARY PUBLIC

My Commission Expires: _____

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 RUSSELL A. JONES, whose names as Mayor and City Clerk respectively, of the City of Opelika, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me this day, that, being informed of the contents of said instrument they, as such officers and with full authority, executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office this the ____ day of _____, 2020.

NOTARY PUBLIC
MY COMMISSION EXPIRES:_____

ORDINANCE NO. (ID # 3958)

Authorize Sale of City Property, 1506 Harper Street - 2nd Reading - TABLED.

ORDINANCE NO. _____

**ORDINANCE AUTHORIZING THE CONVEYANCE
OF 1506 HARPER STREET TO HOMETOWNE PROPERTIES, LLC**

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

Section 1. It is hereby established and declared that the following described real property of the City of Opelika, Alabama, is no longer needed for public or municipal purposes, to-wit:

Lot No. 43 of the Toomer Street Project, First Addition Subdivision, as shown by plat of said subdivision which is recorded on Page 176 of Plat Book 7 in the Office of the Judge of Probate of Lee County, Alabama.

Being further described as Parcel No. 43-10-04-18-1-002-036.000 according to records maintained in the Lee County Revenue Commissioner's Office.

Section 2. That the City of Opelika, Alabama, having received an offer from Hometowne Properties, LLC, an Alabama limited liability company, to purchase the real estate described in Section 1 above, it is hereby declared that it is in the best interest of the public and the City to sell said premises to Hometowne Properties, LLC, for and in consideration of the sum of \$8,000.

Section 3. That the Mayor and the City Clerk be and they are hereby authorized and directed to execute and attest, respectively, for and on behalf of the City of Opelika, Alabama, a warranty deed, a copy of which is on file in the office of the City Clerk, whereby the City of Opelika does convey the premises described in Section 1 above to Hometowne Properties, LLC, for and in consideration of the sum of \$8,000.

Section 4. That a Real Estate Sales Agreement to be entered into between the City and Hometowne Properties, LLC, 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 submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve, which approval shall be conclusively evidenced by execution and delivery of said Agreement. The Mayor is hereby authorized and directed to execute said Agreement in the name and on behalf of the City and the City Clerk is authorized to attest the same.

Section 5. That the Mayor, City Clerk and other appropriate officers and employees of the City are hereby authorized to take such further actions and execute and deliver such other agreements, contracts, documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 6. That this ordinance shall become effective immediately upon its adoption and publication as required by law.

Section 7. The City Clerk of the City of Opelika is hereby authorized and directed to cause this ordinance to be published one (1) time in a newspaper published in and of general circulation in the City of Opelika, Alabama.

ADOPTED AND APPROVED this the ____ day of _____, 2020.

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

ATTEST:

CITY CLERK

TRANSMITTED TO MAYOR this the ____ day of _____, 2020.

CITY CLERK

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2020.

MAYOR

ATTEST:

CITY CLERK

REAL ESTATE SALES AGREEMENT

BETWEEN

THE CITY OF OPELIKA, ALABAMA (“SELLER”)

AND

HOMETOWNE PROPERTIES, LLC (“PURCHASER”)

STATE OF ALABAMA)
 :
 COUNTY OF LEE)

REAL ESTATE SALES AGREEMENT

THIS AGREEMENT made and entered into this the ____ day of _____, 2020 by and between **THE CITY OF OPELIKA, ALABAMA**, a municipal corporation, having address at 204 South 7th Street, Opelika, Alabama (hereinafter referred to as “**SELLER**”) and **HOMETOWNE PROPERTIES, LLC**, an Alabama limited liability company, having address at 504 Hillflo Avenue, Opelika, Alabama (hereinafter referred to as “**PURCHASER**”).

WITNESSETH:

In consideration of the mutual covenants contained herein, **SELLER** and **PURCHASER** agree as follows:

1. **PURCHASE OF PROPERTY.** **SELLER** hereby agrees to sell and convey unto **PURCHASER**, and **PURCHASER** hereby agrees to purchase from **SELLER**, subject to the conditions hereinafter set forth, the following described real property located at 1506 Harper Street in the City of Opelika, Alabama (hereinafter called “**PROPERTY**”), described as follows:

Lot No. 43 of the Toomer Street Project, First Addition Subdivision, as shown by plat of said subdivision which is recorded on Page 176 of Plat Book 7 in the Office of the Judge of Probate of Lee County, Alabama.

Being further described as Parcel No. 43-10-04-18-1-002-036.000 according to records maintained in the Lee County Revenue Commissioner’s Office.

Deed Reference: Deed Book 915 at Page 259

2. **PURCHASE PRICE.** The purchase price for the **PROPERTY** shall be \$8,000.00, payable in full at the time of closing.

3. **CLOSING:** Subject to the terms and provisions of this Contract, the “Closing” will

be held at 204 South 7th Street, Opelika, Alabama, or at such other place as is mutually agreeable to the **SELLER** and the **PURCHASER** on a date to be designated by the **PURCHASER** within sixty (60) days after the date hereof. At Closing and upon the payment of the entire purchase price as recited in this Contract, the **SELLER** shall execute and deliver to **PURCHASER** a good and sufficient warranty deed conveying to the **PURCHASER** good and marketable title to the **PROPERTY**, subject to the following easements, restrictions, reservations, covenants, conditions, encumbrances and exceptions:

1. The restrictions contained in a Declaration of Restriction recorded in the Office of the Judge of Probate of Lee County, Alabama in Book 822 at Page 137.
2. The General Covenants set forth in that certain warranty deed dated August 28, 1973 from The Housing Authority of the City of Opelika to the City of Opelika of record in Deed Book 915 at Page 259 in the Office of the Judge of Probate of Lee County, Alabama.
3. The drainage, sanitary sewer and utilities easements as shown on the plat of Toomer Street Project, First Addition Subdivision, of record in Plat Book 7 at Page 176 in the Office of the Judge of Probate of Lee County, Alabama.
4. The building setback line as shown on the plat of Toomer Street Project, First Addition Subdivision, of record in Plat Book 7 at Page 176 in the office of the Judge of Probate of Lee County, Alabama.
5. Potential encroachment of neighbor's carport, driveway and shrubbery over common property line separating lots 43 and 44 of Toomer Street Project, First Addition Subdivision.
6. Any encroachments, overlaps, or obstructions which might be shown by an accurate, present survey or would be visible upon actual inspection of the property.
7. All rights-of-way for public roads and utilities physically in existence across or over said property or easements therefor which may be of record.
8. Subdivision regulations and zoning ordinances of the City of Opelika.

In the event title to the PROPERTY is found to be defective and is not good and merchantable, then upon notification thereof by Purchaser to Seller, Seller shall have a reasonable time to correct the defects; but if such defects are not corrected within a reasonable period of time, then all rights and obligations arising hereunder shall terminate.

At closing, Purchaser shall deliver to Seller a check in the amount of the purchase price. The cost of preparing, executing and acknowledging any deeds or other instruments required to convey good and merchantable title to Purchaser in the manner described in this Contract shall be paid by the Seller. All other costs and expenses of closing shall borne by the Purchaser.

4. **POSSESSION:** Seller shall deliver to Purchaser possession of the property at closing.

5. **SALE OF PROPERTY "AS-IS".** Purchaser has heretofore inspected the Property and is acquainted with the condition of the Property. Purchaser agrees to take the Property "AS-IS", in its present condition. Until closing, Seller agrees to maintain the Property in its present condition, reasonable wear and tear excepted. The provisions of this Section shall survive closing and shall survive the expiration or earlier termination of this Agreement.

6. **DISCLAIMER.** Purchaser acknowledges and agrees that Seller does not make, and specifically negates and disclaims any representations, warranties (other than the warranty of title as set out in the deed), promises, covenants or guarantees of any kind or character whatsoever, whether expressed or implied, oral or written, past, present or future, of, as to, concerning or with respect to the nature, quality or condition of the Property, including, without limitation, the soil, geography capacity for development, access or environmental conditions that may exist or have previously existed on the Property. Purchaser acknowledges and agrees that to

the maximum extent permitted by law, the sale of the Property as provided for herein is made on an “AS-IS” condition and basis with all faults. All provisions of this Section shall survive closing or the expiration or earlier termination of this Agreement without closing as applicable.

7. **SURVEY.** Seller has no obligation to provide Purchaser with a survey of the Property. Purchaser may elect to purchase same at its own expense, which shall in no event delay the Closing.

8. **TITLE OPINION; TITLE POLICY.** Seller has no obligation to provide Purchaser with a title opinion, title commitment or an owner’s policy of insurance covering the property. Purchaser may elect to purchase same at its own expense from an attorney or title company of its own choosing, which shall in no event delay the Closing.

9. **DEFAULT.** In the event of a default by Seller or Purchaser, the non-defaulting party may state its or his intention to comply with the contract and seek specific performance of this contract or bring suit for damages.

10. **LEGAL FEES:** Each party agrees to pay its own legal fees for closing this transaction.

11. **SURVIVAL OF TERMS:** The Seller’s and the Purchaser’s covenants and representations shall survive the closing and shall not be merged in the deed delivered by Seller.

12. **BINDING EFFECT:** This Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, legal representatives, successors and assigns.

13. **ENTIRE AGREEMENT:** This Contract embodies the entire agreement between the parties hereto and there are no oral or parole agreements existing between the Seller

and the Purchaser relating to the subject matter which is not expressly set forth herein and covered hereby.

14. **TIME OF ESSENCE:** Time is of the essence of this Contract.

15. **GENDER.** Words of any gender used in this Contract shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context requires otherwise.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have hereunto set their hands and seals on the day and date first above written.

THE CITY OF OPELIKA, ALABAMA
A MUNICIPAL CORPORATION
SELLER

By: _____
GARY FULLER,
ITS MAYOR

ATTEST:

CITY CLERK

HOMETOWNE PROPERTIES, LLC,
AN ALABAMA LIMITED LIABILITY COMPANY
PURCHASER

By: _____
RICHARD S. LaGRAND, JR.,
ITS OWNER

ORDINANCE NO. 008-20-ORD

Concerning the Coronavirus (COVID-19) Public Health Emergency - 1st Reading.

ORDINANCE NO._____

**AN EMERGENCY ORDINANCE CONCERNING THE
CORONAVIRUS (COVID-19) PUBLIC HEALTH EMERGENCY**

WHEREAS, President Donald Trump has declared a state of emergency based on the impact of Coronavirus (COVID-19) becoming a pandemic event; and

WHEREAS, on March 13, 2020, Kay Ivey, Governor of the State of Alabama, declared a statewide state of emergency in response to Coronavirus (COVID-19); and

WHEREAS, the World Health Organization has declared the Coronavirus (COVID-19) to be a worldwide pandemic; and

WHEREAS, the Coronavirus (COVID-19) has been confirmed to exist in Lee County, Alabama; and

WHEREAS, the City Council (the “Council”) of the City of Opelika (the “City”) confirms that protecting the public health is the Council’s top priority; and

WHEREAS, the Council is empowered under Alabama law to do all acts and make all regulations which may be necessary or expedient for the promotion of the safety, health and welfare of the community; and

WHEREAS, the Council, on advice of Emergency Management Personnel, determines to take action in this emergency circumstance on a continuing basis to address the COVID-19 impacts on our City and community and to further declare a state of emergency in Opelika, Alabama; and

WHEREAS, it is vital that City emergency management personnel and other departments are authorized to expend City Funds for additional personnel, supplies and equipment as needed, so action can be taken as needed without delay to protect the lives and safety of our residents and visitors to our City; and

WHEREAS, COVID-19 poses a serious public health risk to our City stemming from it being a novel respiratory disease, impacting our City services, impacting utility department services, impacting our schools, impacting our businesses and impacting our manufacturing and industrial sector; and

WHEREAS, the extent and level of impact from COVID-19 cannot be determined at the present time, and City departments need the authority and funding to react promptly and without delay at this critical time; and

WHEREAS, the Council further finds and determines that the adoption of this Ordinance is proper under applicable law.

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

Section 1. Title. This Ordinance shall be known and may be cited as the “City of Opelika Emergency Coronavirus (COVID-19) Ordinance”.

Section 2. Intent. It is the intent of this Ordinance to provide the necessary organization, powers and authority to enable the timely and effective use of all available City resources to prepare for, respond to and recover from the declared local public health emergency. This Ordinance is intended to grant as broad a power as permitted under applicable Alabama law and the Mayor-Council form of government, and this Ordinance shall be interpreted with such intent.

Section 3. Public Health Emergency Declared. The Council hereby declares that a public health emergency relating to the Coronavirus (COVID-19) exists within the City. Such circumstance is referred to in this Ordinance as the “public health emergency”. The public shall be notified of this declaration through general dissemination to the news media, posting on the City’s website and other means of publicity intended to advise the general public.

Section 4. Duration of Declaration of Public Health Emergency. The declaration of public health emergency as provided in Section 3 of this Ordinance shall remain in effect until the Mayor declares the emergency has passed.

Section 5. Powers. Until the Mayor declares that the public health emergency has passed, the Mayor has full power and authority to take the following actions and issue the following orders:

- a. any action necessary for the protection of life and property, including, but not limited to, establishing regulations governing conduct related to the cause of the public health emergency.
- b. an order establishing curfew during such hours of the days or nights and affecting such categories of persons as may be designated.
- c. an order controlling, restricting, allocating or regulating the use, sale, production or distribution of food, water, clothing and other commodities, goods, services and resources.
- d. an order requiring the closing of businesses deemed non-essential by the Mayor.
- e. transfer the direction, personnel or functions of the City departments or agencies for the purpose of performing or facilitating public health emergency services.
- f. utilize all available resources of the City as may be reasonably necessary to cope with this public health emergency whether in preparation for, response to or recovery from this public health emergency.
- g. accept services, gifts, grants and loans, equipment, supplies and materials, whether from private, non-profit or governmental sources.

- h. make application for local, state or federal assistance.
- i. terminate or suspend any process, operation, machine, device or event that is or may negatively impact the health, safety and welfare of persons or property within the City.
- j. delegate authority to such City officials or employees as the Mayor determines necessary or expedient.
- k. limit the use of any City-owned building, facility or property as to time, manner and permitted activities, including, but not limited to, limiting the permissible number of people that may lawfully occupy such building or property at any one time.
- l. close and prohibit the use of any City-owned building, facility or property.
- m. order the quarantine of and restrict the movement of individuals that have been infected with or exposed to COVID-19.
- n. suspend or modify the provisions of any ordinance if strict compliance with such ordinance would in any way prevent, hinder or delay necessary action in coping with this public health emergency.
- o. close City streets and restrict parking on City streets or on City-owned property.
- p. coordinate with the Lee County Emergency Management Agency and other appropriate federal, state and local agencies.
- q. with the guidance of the Purchasing/Revenue Manager, Human Resources Director and the Controller, expend City funds and use additional

personnel hours necessary to respond to the impacts of COVID-19 (some known and unknown) in the City and community.

- r. record the additional expenses incurred in the past and future as the result of the COVID-19 impacts and seek reimbursement to the extent authorized by federal and state laws.

Section 6. Enforcement Orders.

- a. The members of the City's Police Department, code enforcement, and such other law enforcement and peace officers as may be authorized by the Mayor are hereby authorized and directed to enforce the orders, rules and regulations made or issued pursuant to this ordinance. All members of the public shall be deemed to have been given notice of all orders, rules and regulations made or issued pursuant to this ordinance upon their dissemination to the news media or publication on the City's website or such other means of publicity.
- b. Until the Mayor declares that the public health emergency has passed, no person shall:
 - (1) enter or remain upon the premises of any establishment not open for business to the general public, unless such person is the owner or authorized agent of the establishment.
 - (2) violate the provisions of this ordinance.
 - (3) violate any orders duly issued by the Mayor or his designee pursuant to Section 5 of this ordinance.
 - (4) willfully obstruct, hinder or delay any duly authorized City officer, employee or volunteer in the enforcement or the exercise of the provisions of this ordinance, or the undertaking of any activity pursuant to this ordinance.

- c. It shall be unlawful and a misdemeanor offense for any person to violate any provision of this Section 6. Any person convicted of any violation of this Section shall be subject to the penalties set forth in Section 1-8 of the City Code.

Section 7. Authority to Enter Property. During the period of the public health emergency, a City employee or authorized agent may enter onto or upon private property if the employee or authorized agent has reasonable grounds to believe that there is a true emergency and immediate need of assistance for the protection of life or property and that entering onto the private property will allow the person to take such steps to alleviate or minimize the emergency or disaster or to prevent or minimize danger to the lives or property from the declared public health emergency.

Section 8. City Council Meetings and Meetings of Other Boards and Commissions.

- a. For the duration of the public health emergency, if a Council member reasonably determines that his or her personal attendance at a Council meeting would not be prudent, such Council member may listen by telephone or other electronic means to any Council meeting. Such Council member listening by telephone or other electronic means may not participate or vote in any legislative matters. The Council may discontinue the use of electronic participation by one or more members during the meeting where participation results in delays or interference in the meeting process. Notwithstanding the above provisions, if state law changes, temporarily or permanently, to allow remote participation and voting by Council members via electronic means, then Council members not physically present at meetings shall be allowed to remotely participate in meetings and vote by use of electronic means in accordance with and to the extent authorized by state law in effect at the time of the meeting.
- b. Members of the public who have been diagnosed with COVID-19, who have family members who have been so diagnosed, who are showing symptoms of COVID-19, or who meet other reasonable criteria are prohibited from attending public meetings of the Council or public meetings of other City boards of commissions.

- c. The Mayor may impose reasonable rules such as seating arrangements and other meeting room logistics at all public meetings.
- d. For the duration of the public health emergency, the Mayor and Council shall postpone special recognitions of athletic teams, awards and other non-business items that bring larger numbers of citizens to Council meetings or other public meetings.
- e. The President of the Council is authorized to postpone public hearings previously scheduled for Council meetings and to shorten Council meetings by restricting business to only essential matters.

Section 9. Conflict With Other Laws. If any provision of this ordinance conflicts with federal or state laws, statutes, rules or regulations, such federal and state laws, rules or regulations shall control. If any provision of this ordinance conflicts with any other provision of the City Code, this ordinance shall control.

Section 10. Police Power Finding. The Council hereby finds, determines and declares that this ordinance is necessary and proper to provide for the safety, preserve the health, promote the prosperity and to improve the order, comfort and convenience of the City of Opelika and the inhabitants thereof.

Section 11. Emergency Declaration. The Council hereby finds, determines and declares that an emergency exists and that this Ordinance is necessary for the immediate preservation of public property, health, peace or safety for the reasons enumerated in the introductory paragraphs of this Ordinance which are incorporated in this Section 11 by reference. The Council hereby determines that the adoption of this Ordinance as an emergency ordinance is in the best interest of the citizens of the City of Opelika.

Section 12. Effective Date. This ordinance shall become effective and enforced immediately upon its adoption and publication as required by law.

Section 13. 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 _____, 2020.

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

ATTEST:

CITY CLERK

TRANSMITTED TO MAYOR on this the ____ day of _____, 2020.

CITY CLERK

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2020.

MAYOR

ATTEST:

CITY CLERK