



OPELIKA CITY COUNCIL
“ REGULAR MEETING AGENDA “
300 Martin Luther King Blvd.
April 7, 2020
TIME: 7:00 PM

1. CALL TO ORDER
2. ROLL CALL
 1. Patricia Jones, Tiffany Gibson-Pitts, Dozier Smith T, David Canon, Eddie Smith
3. INVOCATION
 1. David Canon City Council Ward 5.
4. PLEDGE OF ALLEGIANCE
 1. Russell Jones City Clerk/Treasurer.
5. READING OF MINUTES
 1. Minutes from the 03-17-20 Council Meeting.
6. UNFINISHED BUSINESS
7. REMARKS BY THE MAYOR
8. CITIZEN COMMUNICATIONS (Limit comments to five minutes or less)
9. REPORT OF DISBURSEMENTS
10. COMMITTEE REPORTS
11. GENERAL BUSINESS
12. AWARDING OF BIDS
 1. Installation of Conduit Systems by Open Trench Excavation Methods - OPS.
 2. Renovation to Covington Recreation Center - ENG.
13. RESOLUTIONS
 1. Expense Reports from various departments.
 2. Designate City Personal Property Surplus and Authorize Disposal.
 3. Five (5) ADECA Grant Applications.
 4. Employment Contract for Joey Motley.
14. ORDINANCES
 1. Authorize Sale of City Property, 1506 Harper Street - 2nd Reading - TABLED.
 2. Granting Franchise to Spire Alabama - 1st Reading.

15. APPOINTMENTS

1. Reappoint Herbert Slaughter to the Opelika Utilities Board. New term ends 5-4-2026.
2. Reappoint Patricia Jones to the Opelika Utilities Board. New term ends 11-2-2020.

16. ADJOURN

1. Character Trait of the Month - Humility, the quality or condition of being humble.

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



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

CM MINUTES (ID # 4018)

Meeting: 04/07/20 07:00 PM
Department: City Clerk
Category: CM Minutes
Prepared By: Russell Jones
Initiator: Russell Jones
Sponsors:
DOC ID: 4018

Minutes from the 03-17-20 Council Meeting.



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 ____ 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 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

Attachment: CM minutes from 3-17-20 (4018 : Minutes from the 03-17-20 Council Meeting.)



City Council

204 South 7th Street
Opelika, AL

SCHEDULED

BIDS (ID # 4025)

Meeting: 04/07/20 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Lillie Finley
Sponsors:
DOC ID: 4025

Installation of Conduit Systems by Open Trench Excavation Methods - OPS.

RESOLUTION NO. _____

WHEREAS, the Purchasing Department solicited sealed bids for a contract for Installation of Conduit Systems by Open Trench Excavation Methods for Opelika Power Services; and

WHEREAS, Dukes Services is the sole bidder meeting specifications; and

WHEREAS, this is a budgeted purchase 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 Dukes Services on their sole bid meeting specifications.
2. That the Purchasing-Revenue Manager be authorized to issue a purchase order to Dukes Services 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

Bids (ID # 4025)

Meeting of April 7, 2020

ATTEST:

Russell A. Jones
City Clerk - Treasurer

FACT SHEET

SUBJECT: Sealed Bid #20015 – We are asking the council to approve a contract for Installation of Conduit Systems by Open Trench Excavation Methods

FACTS:

- Bid opening date – 3/6/20
- User Department(s) – Opelika Power Services
- The bid was mailed to 15 vendors
- 1 bid was received
- Budgeted contract
- Bid tabulation sheet attached

RECOMMENDATION:

- **Recommend the contract be awarded to Dukes Services on their sole bid meeting specifications.**

BID# 20015

DATE: 3/6/20

DEPT: POWER SERVICES

15 VENDORS

12.1.a

DESCRIPTION: INSTALLATION OF CONDUIT SYSTEMS BY OPEN TRENCH EXCAVATION METHODS

1 BID RECEIVED

Open Trench Excavation Method

Roll Duct Conduit Installation

Item	Trench Depth	Item	Size of Conduit
1	2'	4	1"
2	3'	5	2"
3	4'	6	3"
		7	4"
		8	5"
		9	6"

ITEM 1

ITEM 2

ITEM 3

VENDOR NAME	EXCAVATION/FT	ROCK ADDER/FT	EXCAVATION/FT	ROCK ADDER/FT	EXCAVATION/FT	ROCK ADDER/FT
ATLANTIC ENGINEERING GROUP						
BATSON-COOK COMPANY						
BEEHIVE CONSTRUCTION LLC						
DONALD H ALLEN DEV INC						
DUKES SERVICES	\$ 3.20	\$ 16.50	\$ 4.20	\$ 16.50	\$ 4.20	\$ 16.50
GEN MAINT CONTR OF E AL INC						
GLOBAL SOL AND LOG LLC						
HDD INC						
INFRATECH CORPORATION						
INSTRUMENT TECH SVCS INC						
IRBY CONSTRUCTION CO						
JLD ENTERPRISES LLC						
SERVICE ELECTRIC COMPANY						
UTILIPATH LLC						
WMS UNDERGROUND LLC						

ITEM 4

ITEM 5

ITEM 6

ITEM 7

ITEM 8

ITEM 9

VENDOR NAME	ITEM 4	ITEM 5	ITEM 6	ITEM 7	ITEM 8	ITEM 9
ATLANTIC ENGINEERING GROUP						
BATSON-COOK COMPANY						
BEEHIVE CONSTRUCTION LLC						
DONALD H ALLEN DEV INC						
DUKES SERVICES	\$ 0.80	\$ 1.00	\$ 1.10	\$ 1.35	\$ 1.60	\$ 1.85
GEN MAINT CONTR OF E AL INC						
GLOBAL SOL AND LOG LLC						
HDD INC						
INFRATECH CORPORATION						
INSTRUMENT TECH SVCS INC						
IRBY CONSTRUCTION CO						
JLD ENTERPRISES LLC						
SERVICE ELECTRIC COMPANY						
UTILIPATH LLC						
WMS UNDERGROUND LLC						

Attachment: 4-7-20- INSTALLATION OF CONDUIT SYSTEMS BY OPEN TRENCH EXCAVATION METHODS

Packet Pg. 12

DESCRIPTION: INSTALLATION OF CONDUIT SYSTEMS BY OPEN TRENCH EXCAVATION METHODS

1 BID RECEIVED

Secondary Pedestal/Drop Vault Installation						
Item	Size	Pedestal/Vault		Item	Size	Pedestal/Vault
10	12x12x12	Small Drop Flush Mount		13	30x48x24	Medium Flush Mount
11	12x18x12	Drop Flush Mount		14	30x48x36	Large Flush Mount
12	24x36x24	Small Flush Mount		15	12x21x36	Svc Ped Above Grade
ITEM 10		ITEM 11		ITEM 12		
VENDOR NAME	PRICE EACH	ROCK ADDER	PRICE EACH	ROCK ADDER	PRICE EACH	ROCK ADDER
ATLANTIC ENGINEERING GROUP						
BATSON-COOK COMPANY						
BEEHIVE CONSTRUCTION LLC						
DONALD H ALLEN DEV INC						
DUKES SERVICES	\$ 75.00	\$ 25.00	\$ 75.00	\$ 25.00	\$ 200.00	\$ 25.00
GEN MAINT CONTR OF E AL INC						
GLOBAL SOL AND LOG LLC						
HDD INC						
INFRATECH CORPORATION						
INSTRUMENT TECH SVCS INC						
IRBY CONSTRUCTION CO						
JLD ENTERPRISES LLC						
SERVICE ELECTRIC COMPANY						
UTILIPATH LLC						
WMS UNDERGROUND LLC						
ITEM 13		ITEM 14		ITEM 15		
VENDOR NAME	PRICE EACH	ROCK ADDER	PRICE EACH	ROCK ADDER	PRICE EACH	ROCK ADDER
ATLANTIC ENGINEERING GROUP						
BATSON-COOK COMPANY						
BEEHIVE CONSTRUCTION LLC						
DONALD H ALLEN DEV INC						
DUKES SERVICES	\$ 300.00	\$ 25.00	\$ 400.00	\$ 25.00	\$ 45.00	\$ 25.00
GEN MAINT CONTR OF E AL INC						
GLOBAL SOL AND LOG LLC						
HDD INC						
INFRATECH CORPORATION						
INSTRUMENT TECH SVCS INC						
IRBY CONSTRUCTION CO						
JLD ENTERPRISES LLC						
SERVICE ELECTRIC COMPANY						
UTILIPATH LLC						
WMS UNDERGROUND LLC						

Attachment: 4-7-20- INSTALLATION OF CONDUIT SYSTEMS BY OPEN TRENCH EXCAVATION METHODS

DESCRIPTION: INSTALLATION OF CONDUIT SYSTEMS BY OPEN TRENCH EXCAVATION METHODS

1 BID RECEIVED

Transformer Pads

Junction Cabinets (Fiberglass/Direct Bury)

Item	Size	Type	Item	Size	Type
16	42"x45"	Preformed Concrete	19	Single-Phase	Fiberglass/Direct Bury
17	84"x84"	Preformed Concrete	20	Three-Phase	Fiberglass/Direct Bury
18	96"x108"	Form/Pour Concrete			

ITEM 16

ITEM 17

ITEM 18

VENDOR NAME	PRICE EACH	ROCK ADDER	PRICE EACH	ROCK ADDER	PRICE EACH	ROCK ADDER
ATLANTIC ENGINEERING GROUP						
BATSON-COOK COMPANY						
BEEHIVE CONSTRUCTION LLC						
DONALD H ALLEN DEV INC						
DUKES SERVICES	\$ 120.00	\$ 25.00	\$ 250.00	\$ 25.00	\$ 310.00	\$ 25.00
GEN MAINT CONTR OF E AL INC						
GLOBAL SOL AND LOG LLC						
HDD INC						
INFRATECH CORPORATION						
INSTRUMENT TECH SVCS INC						
IRBY CONSTRUCTION CO						
JLD ENTERPRISES LLC						
SERVICE ELECTRIC COMPANY						
UTILIPATH LLC						
WMS UNDERGROUND LLC						

ITEM 19

ITEM 20

VENDOR NAME	PRICE EACH	ROCK ADDER	PRICE EACH	ROCK ADDER
ATLANTIC ENGINEERING GROUP				
BATSON-COOK COMPANY				
BEEHIVE CONSTRUCTION LLC				
DONALD H ALLEN DEV INC				
DUKES SERVICES	\$ 150.00	\$ 25.00	\$ 200.00	\$ 25.00
GEN MAINT CONTR OF E AL INC				
GLOBAL SOL AND LOG LLC				
HDD INC				
INFRATECH CORPORATION				
INSTRUMENT TECH SVCS INC				
IRBY CONSTRUCTION CO				
JLD ENTERPRISES LLC				
SERVICE ELECTRIC COMPANY				
UTILIPATH LLC				
WMS UNDERGROUND LLC				

Attachment: 4-7-20- INSTALLATION OF CONDUIT SYSTEMS BY OPEN TRENCH EXCAVATION

BID# 20015 DATE: 3/6/20 DEPT: POWER SERVICES				15 VENDOR: 12.1.a			
DESCRIPTION: INSTALLATION OF CONDUIT SYSTEMS BY OPEN TRENCH EXCAVATION METHODS				1 BID RECEIVED			
Directional Boring							
	Item #	Num. of Conduits	Conduit Size	Item #	Num. of Conduits	Conduit Size	
	21	1	1"	25	3	2"	
	22	2	1"	26	4	2"	
	23	1	2"	27	5	2"	
	24	2	2"	28	1	3"	
ITEM 21		ITEM 22		ITEM 23		ITEM 24	
VENDOR NAME	BORING/FT	ROCK ADDER/FT	BORING/FT	ROCK ADDER/FT	BORING/FT	ROCK ADDER/FT	BORING/FT
ATLANTIC ENGINEERING GROUP							
BATSON-COOK COMPANY							
BEEHIVE CONSTRUCTION LLC							
DONALD H ALLEN DEV INC							
DUKES SERVICES	\$ 18.00	\$ 25.00	\$ 20.00	\$ 32.00	\$ 20.00	\$ 32.00	\$ 22.00
GEN MAINT CONTR OF E AL INC							
GLOBAL SOL AND LOG LLC							
HDD INC							
INFRATECH CORPORATION							
INSTRUMENT TECH SVCS INC							
IRBY CONSTRUCTION CO							
JLD ENTERPRISES LLC							
SERVICE ELECTRIC COMPANY							
UTILIPATH LLC							
WMS UNDERGROUND LLC							
ITEM 25		ITEM 26		ITEM 27		ITEM 28	
VENDOR NAME	BORING/FT	ROCK ADDER/FT	BORING/FT	ROCK ADDER/FT	BORING/FT	ROCK ADDER/FT	BORING/FT
ATLANTIC ENGINEERING GROUP							
BATSON-COOK COMPANY							
BEEHIVE CONSTRUCTION LLC							
DONALD H ALLEN DEV INC							
DUKES SERVICES	\$ 25.00	\$ 34.00	\$ 28.00	\$ 34.00	\$ 32.00	\$ 35.00	\$ 20.00
GEN MAINT CONTR OF E AL INC							
GLOBAL SOL AND LOG LLC							
HDD INC							
INFRATECH CORPORATION							
INSTRUMENT TECH SVCS INC							
IRBY CONSTRUCTION CO							
JLD ENTERPRISES LLC							
SERVICE ELECTRIC COMPANY							
UTILIPATH LLC							
WMS UNDERGROUND LLC							

Attachment: 4-7-20- INSTALLATION OF CONDUIT SYSTEMS BY OPEN TRENCH EXCAVATION

DESCRIPTION: INSTALLATION OF CONDUIT SYSTEMS BY OPEN TRENCH EXCAVATION METHODS

1 BID RECEIVED

Directional Boring								
	Item #	Num. of Conduits		Conduit Size	Item #	Num. of Conduits		Conduit Size
	29	2		3"	32	2		4"
	30	3		3"				
	31	1		4"				
ITEM 29			ITEM 30		ITEM 31		ITEM 32	
VENDOR NAME	BORING/FT	ROCK ADDER/FT	BORING/FT	ROCK ADDER/FT	BORING/FT	ROCK ADDER/FT	BORING/FT	ROCK ADDER/FT
ATLANTIC ENGINEERING GROUP								
BATSON-COOK COMPANY								
BEEHIVE CONSTRUCTION LLC								
DONALD H ALLEN DEV INC								
DUKES SERVICES	\$ 25.00	\$ 37.00	\$ 35.00	\$ 40.00	\$ 21.00	\$ 32.00	\$ 28.00	\$ 34.00
GEN MAINT CONTR OF E AL INC								
GLOBAL SOL AND LOG LLC								
HDD INC								
INFRATECH CORPORATION								
INSTRUMENT TECH SVCS INC								
IRBY CONSTRUCTION CO								
JLD ENTERPRISES LLC								
SERVICE ELECTRIC COMPANY								
UTILIPATH LLC								
WMS UNDERGROUND LLC								
	Item #	Num. of Conduits		Conduit Size		Relocation Fee (Crew/Equipment)		
	33	3		4"		Item #		
	34	4		4"		35		
ITEM 33			ITEM 34		ITEM 35			
VENDOR NAME	BORING/FT	ROCK ADDER/FT	BORING/FT	ROCK ADDER/FT				
ATLANTIC ENGINEERING GROUP								
BATSON-COOK COMPANY								
BEEHIVE CONSTRUCTION LLC								
DONALD H ALLEN DEV INC								
DUKES SERVICES	\$ 35.00	\$ 40.00	\$ 42.00	\$ 45.00	\$ 320.00			
GEN MAINT CONTR OF E AL INC								
GLOBAL SOL AND LOG LLC								
HDD INC								
INFRATECH CORPORATION								
INSTRUMENT TECH SVCS INC								
IRBY CONSTRUCTION CO								
JLD ENTERPRISES LLC								
SERVICE ELECTRIC COMPANY								
UTILIPATH LLC								
WMS UNDERGROUND LLC								

Attachment: 4-7-20- INSTALLATION OF CONDUIT SYSTEMS BY OPEN TRENCH EXCAVATION METHODS

BID# 20015 DATE: 3/6/20 DEPT: POWER SERVICES				15 VENDOR			12.1.a
DESCRIPTION: INSTALLATION OF CONDUIT SYSTEMS BY OPEN TRENCH EXCAVATION METHODS				1 BID RECEIVED			
Seed & Straw/Sod Installation				Install Decorative Lighting (Direct-Bury)			
	Item	Type			Item	Type	
	36	Seed/Straw per Foot			38	Granville Lt. 17' Pole	
	37	Sod					
	ITEM 36	ITEM 37	ITEM 38				
VENDOR NAME			PRICE EACH	ROCK ADDER			
ATLANTIC ENGINEERING GROUP							
BATSON-COOK COMPANY							
BEEHIVE CONSTRUCTION LLC							
DONALD H ALLEN DEV INC							
DUKES SERVICES	\$ 1.00	\$ 0.50	\$ 275.00	\$ 25.00			
GEN MAINT CONTR OF E AL INC							
GLOBAL SOL AND LOG LLC							
HDD INC							
INFRATECH CORPORATION							
INSTRUMENT TECH SVCS INC							
IRBY CONSTRUCTION CO							
JLD ENTERPRISES LLC							
SERVICE ELECTRIC COMPANY							
UTILIPATH LLC							
WMS UNDERGROUND LLC							
Equipment/Hourly Rates					Item	Type	
	Item	Type			41	Large Track hoe	
	39	Hand Dig (linear ft.)			42	18"x48" Tamp 100% (ft.)	
	40	Small Track hoe			43	Rock Hammer	
VENDOR NAME	ITEM 39	ITEM 40	ITEM 41	ITEM 42	ITEM 43	DISC	
ATLANTIC ENGINEERING GROUP							
BATSON-COOK COMPANY							
BEEHIVE CONSTRUCTION LLC							
DONALD H ALLEN DEV INC							
DUKES SERVICES	\$ 16.50	\$ 45.00	Market rate	\$ 4.00	Market rate	-	
GEN MAINT CONTR OF E AL INC							
GLOBAL SOL AND LOG LLC							
HDD INC							
INFRATECH CORPORATION							
INSTRUMENT TECH SVCS INC							
IRBY CONSTRUCTION CO							
JLD ENTERPRISES LLC							
SERVICE ELECTRIC COMPANY							
UTILIPATH LLC							
WMS UNDERGROUND LLC							

Attachment: 4-7-20- INSTALLATION OF CONDUIT SYSTEMS BY OPEN TRENCH EXCAVATION METHODS



City Council

204 South 7Th Street
Opelika, AL

SCHEDULED

BIDS (ID # 4023)

Meeting: 04/07/20 07:00 PM
Department: Purchasing and Revenue
Category: Bid
Prepared By: Angela Norrell
Initiator: Lillie Finley
Sponsors:
DOC ID: 4023

Renovation to Covington Recreation Center - ENG.

RESOLUTION NO. _____

A RESOLUTION ACCEPTING BID AND AUTHORIZING AWARD OF CONTRACT TO WHATLEY CONSTRUCTION, LLC FOR RENOVATIONS AND IMPROVEMENTS TO COVINGTON RECREATION CENTER

WHEREAS, the City of Opelika, Alabama, (the “City”) intends to renovate and make improvements to the Covington Recreation Center (the “Project”); and

WHEREAS, the City has heretofore advertised for bids and duly given notice to bidders, as required by law, for the Project as described in the plans and specifications (Architect’s Job No. 19-33); and

WHEREAS, on March 18, 2020, bids were received, duly opened and read aloud; and

WHEREAS, bids were received from four (4) vendors, i.e. Holley-Henley Builders, Inc., Hosey-Lancour Construction, LLC, Hudak Construction Co, Inc., and Whatley Construction, LLC; and

WHEREAS, upon careful examination, validation and verification, the bid of Whatley Construction, LLC, was found to be the best, lowest and responsible bid; and

WHEREAS, the Project Architect, Lathan Associates Architects P.C., has recommended that the contract be awarded to Whatley Construction, LLC, on its low bid.

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

1. That the bid of Whatley Construction, LLC, is hereby accepted for the Base Bid plus Alternate Bid Number 1 and Alternate Bid Number 2 in the aggregate amount of \$1,796,810.
2. That irregularities associated with the submittal of bids for the Project are hereby waived.

3. That the Mayor is hereby authorized and directed to execute and deliver a contract with Whatley Construction, LLC (the "Contract"), in the name and on behalf of the City for the public improvements as herein referred to, and such other documents as may be necessary or appropriate in order to carry into effect the purpose and intent of this Resolution and to carry out fully the transactions contemplated therein on behalf of the City.

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

5. That funds for the City's obligations under the contract shall come from the Unassigned Fund Balance and the Mayor and Controller are hereby authorized to make the necessary and appropriate accounting entries to carry into effect the intent of this Resolution.

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

7. That this Resolution shall take effect immediately 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:

Bids (ID # 4023)

Meeting of April 7, 2020

CITY CLERK

RESOLUTION NO. (ID # 4026)

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
-----	-----	-----
Patricia A. Jones	Legislative	53.64
Jennifer Causey	Police	40.25

-) 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

DEPARTMENT

PERIOD ENDING

NAME

Patricia A. Jones

Legislative

March 7-11, 2020

DAY	CITY AND STATE	LODGING	AIR RAIL, ETC	TRANSPORTATION			MISC. EXPENSES Itemize Below	ENTERTAIN- MENT Itemize Below	DAILY TOTAL
				LOCAL TAXI, TOLLS & PUB- LIC TRANSIT	AUTO EXPENSES Itemize Below	BUSINESS MEALS Itemize Below BREAKFAST LUNCH DINNER			
SUN 3/8	Washington, DC	343.70				33.70 20.70 32.00			430.10
MON 3/9	Washington, DC	343.70				14.30			358.00
TUE 3/10	Washington, DC	343.70					51.69		395.39
WED 3/11	Washington, DC-Atlanta, GA			\$43+25.32		33.70 7.66-cash		40.00	149.68
THU									0.00
FRI									0.00
SAT 3/7	Atlanta, GA-Washington, DC	343.70		43.00		14.92 38.00		65.98	505.60
WEEKLY CATEGORY TOTALS \$		1,374.80	0.00	111.32	0.00	81.70 43.28 121.69	0.00	105.98	1,838.77

WEEKLY TOTAL EXPENSES

NUMBER OF DAYS AWAY FROM HOME

5

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL

National League of Cities

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM MY ADVANCE ☒ MAIL TO

Patricia A. Jones

1407 Harper Street

Opelika, AL

Patricia A. Jones
SIGNATURE

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

ITEMIZED AUTOMOBILE EXPENSES

ITEMIZED MISCELLANEOUS EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT

DATE	ITEMS	AMOUNT
3/7	Delta Luggage (1)	30.00
3/7	Taxi-Cash-no credit machine	28.00
3/7	Snacks-cash	7.98
3/11	Total Cash Tips	10.00
3/11	Delta Luggage (1)	30.00

NAME

Jennifer Causey

DEPARTMENT

Department Police Department

PERIOD ENDING

3/11/2020

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS			ENTERTAIN- MENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUB- LIC TRANSIT	AUTO EXPENSES Itemize Below	Itemize Below					
							BREAKFAST	LUNCH	DINNER			
3/11/2020	Opelika to Montg.					40.25						40.2
	Montg. to Opelika											0.0
												0.0
												0.0
												0.0
												0.0
												0.0
												0.0
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	0.00	40.25	0.00	0.00	0.00	0.00	0.00	40.2

WEEKLY TOTAL EXPENSES 1

DATE	NAME OF PERSON(S) ENTERTAINED; COMPANY, TITLE	TIME & PLACE	NATURE & PUPOSE 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

Dispatcher Training in Montgomery

METHOD OF REIMBURSEMENT

☐DEDUCT FROM
MY ADVANCE☒

MAIL: TO

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
3/11/2020	70 miles	\$ 40.25

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT
	Agrees to pay for training	
	Training fee	
	Trav. Exp. - 316 PMS	
	OK To Pay	
	4/13 # 1000000	

Regions

Off m. t. g.

Signature: Jennifer Causey

APPROVED BY: [Signature]

RESOLUTION NO. (ID # 4024)

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

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

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

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

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

No.	Qty.	Unit	Item Description	Fixed Asset
1.	1	Lot	HP Double Walled Plastic Pipe 20X60 Inch	NA
2.	1	Ea.	2005 Ford F-450 1FDXF46P85ED25896	87002416
3.	1	Ea.	2009 Cat Backhoe	87002788

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

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

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

ATTEST:

Russell A. Jones
City Clerk - Treasurer

RESOLUTION NO. (ID # 4022)

Five (5) ADECA Grant Applications.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE SUBMITTAL OF FIVE GRANT APPLICATIONS
TO THE ALABAMA DEPARTMENT OF ECONOMIC AND COMMUNITY AFFAIRS,
LAW ENFORCEMENT AND TRAFFIC SAFETY DIVISION**

WHEREAS, the East Central Alabama Highway Safety Office is located in City of Opelika, Alabama; and

WHEREAS, the City of Opelika, Alabama (the “City”) has been delegated the responsibility for administration of certain grant programs through the Alabama Department of Economic and Community Affairs, Law Enforcement and Traffic Safety Division for the following 18 counties in the East Central Region of Alabama: Lee, Macon, Elmore, Chambers, Tallapoosa, Coosa, Chilton, Randolph, Clay, Talladega, Shelby, Cleburne, Calhoun, St. Clair, Jefferson, Blount, Etowah and Cherokee; and

WHEREAS, the City intends to apply for grant funds (for the fiscal year beginning October 1, 2020 and ending September 30, 2021, for the following law enforcement and safety activities and in the following amounts:

- | | | |
|-----|---|----------------|
| (a) | Community Traffic Safety Program Administration Grant--
Fast Act | \$184,981.36 |
| (b) | 402 Selective Traffic Enforcement-Fast Act. | \$1,036,649.00 |
| (c) | Impaired Driving Hotspot Sustained Enforcement-Fast Act | \$244,898.00 |

(d) FY 2020 Click It or Ticket It Law Enforcement Campaign-Fast Act \$ 61,584.00

(e) FY 2020 Drive Sober or Get Pulled Over Campaign-Fast Act \$ 41,176.00

; and

WHEREAS, if awarded, the City will enter into grant agreements with the Alabama Department of Economic and Community Affairs, Law Enforcement Traffic Safety Division for implementation of said grants; and

WHEREAS, if awarded, grant funds will be distributed to law enforcement agencies in the 18 counties in the East Central Alabama Region of the State of Alabama; and

WHEREAS, five (5) grant applications have been prepared and submitted to the City Council for approval as follows:

(a) Community Traffic Safety Program Administration Grant-Fast Act Application

(Exhibit “A”)

(b) 402 Selective Traffic Enforcement Grant-Fast Act Application (Exhibit “B”)

(c) Impaired Driving Hotspot Sustained Enforcement Grant-Fast Act Application

(Exhibit “C”)

(d) FY 2020 Click It or Ticket It Law Enforcement Campaign Grant-Fast Act Application (Exhibit “D”)

(e) FY 2020 Drive Sober or Get Pulled Over Campaign Grant-Fast Act Application

(Exhibit “E”)

Collectively referred to as the “Grant Applications”; and

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

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

1. That the City Council of the City of Opelika, Alabama, authorizes the submittal of the above grant applications to the Alabama Department of Economic and Community Affairs Law Enforcement and Traffic Safety Division

2. That the Mayor and the Controller (financial officer) are hereby authorized and empowered to execute in the name and on behalf of the City all grant documents, including, but not limited to, the grant applications, necessary to secure grant funds and to implement the above grant projects.

3. That the City agrees to act as the fiscal agent for the administration of the above-referenced grant programs.

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

5. That the Mayor and Controller are hereby authorized and directed to make all

appropriate accounting and budget entries necessary to carry into effect the provisions of the attached Agreement.

6. 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

Alabama Department of Economic and Community Affairs
Law Enforcement and Traffic Safety Division
 401 Adams Avenue
 P.O. Box 5690
 Montgomery, AL 36103-5690

Revised 6/05/2014

Cover Page

Application is hereby made for a grant under the program described in item 7 below in the amount and for the purpose set forth in this application

1. Applicant

Name City of Opelika
 Address Post Office Box 390
 Opelika, AL 36803-0390
 Phone # 334-705-5150
 Fax # 334-705-5153
 E-Mail

3. Authorizing Official

Name Mr. Gary Fuller
 Title Mayor
 Address 204 South Seventh Street
 Post Office Box 390
 Opelika, AL 36803-0390
 Phone # 334-705-5150
 Fax # 334-705-5153
 E-Mail Gfuller@opelika-al.gov

2. Implementing Agency

Name City of Opelika
 Phone # 334-705-5150

Signature _____ Date: _____

4. Project Director

Name Terry J. Henderson
 Address 700 Fox Trail
 Opelika, AL 36801
 Phone # 334-705-5455
 Fax #
 E-Mail thenderson@opelika-al.gov

5. Financial Officer

Name Cynthia Boyd - Controller
 Address Post Office Box 390
 Opelika, AL 36803-0390
 Phone # 334-705-5181
 Fax # 334-705-5153
 E-Mail CBoyd@opelika-al.gov

Signature _____ Date: _____

Signature _____ Date: _____

6. Type of Application

- ☐ Original
☒ Continuation of Previous Grant

Number: _____

7. Program Under Which Application is Made

(Include Purpose Areas addressed if applicable)
 NHTSA Section 402 Funds FAST Act

8. Active membership in any Statewide associations or coalitions?**9. Project Start Date (Estimated)**

October 1, 2020

10. Project Ending Date (Estimated)

September 30, 2021

11. Name of the Project: (Brief Descriptive Title)

FY 2021 Community Traffic Safety Program

12a. Grant Funds Requested

\$ 184,981.36

12b. In-Kind Match Provided

\$ 61,660.45

12c. In-Kind Match Required

\$ 61,660.45

13. Will other federal support be available for any part of this project? ☐ Yes ☒ No

(If yes, identify and explain on Page 3)

14. DUNS Number:

831542035

15. Sam.gov Registration Expiration Date:

4/16/2020

16. Congressional Districts Served:**17. Organization Type (Check one which applies)**

- | | | |
|--|--|--|
| ☐ State Agency | ☐ Public College or University | ☐ Private Not-for-Profit Agency |
| ☒ Local Government | ☐ Private College or University | ☐ Private For-Profit Company |
| ☐ Other Government Entity | ☐ Public Not-for-Profit Agency | ☐ Private Individual |

18. Project Summary: (Suitable for a news release pertaining to this project)

The East Central Alabama Traffic Safety Office at The City of Opelika, Alabama is requesting funding necessary to support operations of the Community Highway Safety Office for the (18) counties in the East Central Region of the State of Alabama. The staff of the Highway Safety Office will award funding to approved agencies for enforcement within the East Central region. These agencies will receive awards to provide enforcement such as checkpoints, line, or saturation patrols within their jurisdictions. Enforcement will be at "Hotspot" locations as identified by the University of Alabama CAPS division. Funding for this grant will begin October 1, 2020 and end September 30, 2021.

Attachment: Exhibit A (4022 : Five (5) ADECA Grant Applications.)

Alabama Department of Economic and Community Affairs
Law Enforcement and Traffic Safety Division
 401 Adams Avenue
 P.O. Box 5690
 Montgomery, AL 36103-5690

Revised 6/05/2014

Cover Page

Application is hereby made for a grant under the program described in item 7 below in the amount and for the purpose set forth in this application

1. Applicant Name City of Opelika Address Post Office Box 390 Opelika, AL 36803-0390 Phone # 334-705-5150 Fax # 334-705-5153 E-Mail	3. Authorizing Official Name Mr. Gary Fuller Title Mayor Address 204 South Seventh Street Post Office Box 390 Opelika, AL 36803-0390 Phone # 334-705-5150 Fax # 334-705-5153 E-Mail Gfuller@opelika-al.gov Signature _____ Date: _____									
2. Implementing Agency Name City of Opelika Phone # 334-705-5150	5. Financial Officer Name Cynthia Boyd - Controller Address Post Office Box 390 Opelika, AL 36803-0390 Phone # 334-705-5181 Fax # 334-705-5153 E-Mail CBoyd@opelika-al.gov Signature _____ Date: _____									
4. Project Director Name Terry J. Henderson Address 700 Fox Trail Opelika, AL 36801 Phone # 334-705-5455 Fax # E-Mail thenderson@opelika-al.gov Signature _____ Date: _____	7. Program Under Which Application is Made (Include Purpose Areas addressed if applicable) NHTSA Section 402 Funds FAST Act									
6. Type of Application ☐ Original ☒ Continuation of Previous Grant Number:	8. Active membership in any Statewide associations or coalitions?									
9. Project Start Date (Estimated) October 1, 2020	10. Project Ending Date (Estimated) September 30, 2021									
11. Name of the Project: (Brief Descriptive Title) FY 2021 Selective Traffic Enforcement Program	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:70%;">12a. Grant Funds Requested</td> <td style="width:30%; text-align: right;">\$ 1,036,649.00</td> </tr> <tr> <td>12b. In-Kind Match Provided</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>12c. In-Kind Match Required</td> <td style="text-align: right;">\$ -</td> </tr> </table>	12a. Grant Funds Requested	\$ 1,036,649.00	12b. In-Kind Match Provided	\$ -	12c. In-Kind Match Required	\$ -			
12a. Grant Funds Requested	\$ 1,036,649.00									
12b. In-Kind Match Provided	\$ -									
12c. In-Kind Match Required	\$ -									
13. Will other federal support be available for any part of this project? ☐ Yes ☒ No (If yes, identify and explain on Page 3)	14. DUNS Number: 831542035 15. Sam.gov Registration Expiration Date:									
16. Congressional Districts Served:										
17. Organization Type (Check one which applies) <table style="width:100%;"> <tr> <td>☐ State Agency</td> <td>☐ Public College or University</td> <td>☐ Private Not-for-Profit Agency</td> </tr> <tr> <td>☒ Local Government</td> <td>☐ Private College or University</td> <td>☐ Private For-Profit Company</td> </tr> <tr> <td>☐ Other Government Entity</td> <td>☐ Public Not-for-Profit Agency</td> <td>☐ Private Individual</td> </tr> </table>		☐ State Agency	☐ Public College or University	☐ Private Not-for-Profit Agency	☒ Local Government	☐ Private College or University	☐ Private For-Profit Company	☐ Other Government Entity	☐ Public Not-for-Profit Agency	☐ Private Individual
☐ State Agency	☐ Public College or University	☐ Private Not-for-Profit Agency								
☒ Local Government	☐ Private College or University	☐ Private For-Profit Company								
☐ Other Government Entity	☐ Public Not-for-Profit Agency	☐ Private Individual								
18. Project Summary: (Suitable for a news release pertaining to this project) The East Central Alabama Traffic Safety Office at The City of Opelika, Alabama is requesting funding necessary to support operations of the Community Highway Safety Office for the (18) counties in the East Central Region of the State of Alabama. The staff of the Highway Safety Office will award funding to approved agencies for enforcement within the East Central region. These agencies will receive awards to provide enforcement such as checkpoints, line, or saturation patrols within their jurisdictions. Enforcement will be at "Hotspot" locations as identified by the University of Alabama CAPS division. Funding for this grant will begin October 1, 2020 and end September 30, 2021.										

Attachment: Exhibit B (4022 : Five (5) ADECA Grant Applications.)

Alabama Department of Economic and Community Affairs
Law Enforcement and Traffic Safety Division
 401 Adams Avenue
 P.O. Box 5690
 Montgomery, AL 36103-5690

Revised 6/05/2014

Cover Page

Application is hereby made for a grant under the program described in item 7 below in the amount and for the purpose set forth in this application

1. Applicant Name City of Opelika Address Post Office Box 390 Opelika, AL 36803-0390 Phone # 334-705-5150 Fax # 334-705-5153 E-Mail	3. Authorizing Official Name Mr. Gary Fuller Title Mayor Address 204 South Seventh Street Post Office Box 390 Opelika, AL 36803-0390 Phone # 334-705-5150 Fax # 334-705-5153 E-Mail Gfuller@opelika-al.gov Signature _____ Date: _____									
2. Implementing Agency Name City of Opelika Phone # 334-705-5150	4. Project Director Name Terry J. Henderson Address 700 Fox Trail Opelika, AL 36801 Phone # 334-705-5455 Fax # E-Mail thenderson@opelika-al.gov Signature _____ Date: _____									
6. Type of Application ☐ Original ☒ Continuation of Previous Grant Number:	5. Financial Officer Name Cynthia Boyd - Controller Address Post Office Box 390 Opelika, AL 36803-0390 Phone # 334-705-5181 Fax # 334-705-5153 E-Mail CBoyd@opelika-al.gov Signature _____ Date: _____									
7. Program Under Which Application is Made (Include Purpose Areas addressed if applicable) NHTSA Section 405d Funds FAST Act										
8. Active membership in any Statewide associations or coalitions?										
9. Project Start Date (Estimated) October 1, 2020	10. Project Ending Date (Estimated) September 30, 2021									
11. Name of the Project: (Brief Descriptive Title) FY 2021 Impaired Driving Enforcement Campaign	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:70%;">12a. Grant Funds Requested</td> <td style="width:30%; text-align: right;">\$ 244,898.00</td> </tr> <tr> <td>12b. In-Kind Match Provided</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>12c. In-Kind Match Required</td> <td style="text-align: right;">\$ -</td> </tr> </table>	12a. Grant Funds Requested	\$ 244,898.00	12b. In-Kind Match Provided	\$ -	12c. In-Kind Match Required	\$ -			
12a. Grant Funds Requested	\$ 244,898.00									
12b. In-Kind Match Provided	\$ -									
12c. In-Kind Match Required	\$ -									
13. Will other federal support be available for any part of this project? ☐ Yes ☒ No (If yes, identify and explain on Page 3)	14. DUNS Number: 831542035 15. Sam.gov Registration Expiration Date:									
16. Congressional Districts Served:										
17. Organization Type (Check one which applies) <table style="width:100%;"> <tr> <td>☐ State Agency</td> <td>☐ Public College or University</td> <td>☐ Private Not-for-Profit Agency</td> </tr> <tr> <td>☒ Local Government</td> <td>☐ Private College or University</td> <td>☐ Private For-Profit Company</td> </tr> <tr> <td>☐ Other Government Entity</td> <td>☐ Public Not-for-Profit Agency</td> <td>☐ Private Individual</td> </tr> </table>		☐ State Agency	☐ Public College or University	☐ Private Not-for-Profit Agency	☒ Local Government	☐ Private College or University	☐ Private For-Profit Company	☐ Other Government Entity	☐ Public Not-for-Profit Agency	☐ Private Individual
☐ State Agency	☐ Public College or University	☐ Private Not-for-Profit Agency								
☒ Local Government	☐ Private College or University	☐ Private For-Profit Company								
☐ Other Government Entity	☐ Public Not-for-Profit Agency	☐ Private Individual								
18. Project Summary: (Suitable for a news release pertaining to this project) The East Central Alabama Highway Safety Office at The City of Opelika is requesting funding for enforcement within the (18) county East Central region of Alabama. This grant will be used for enforcement at the 105 Impaired Driving Hotspots as identified by the CAPS Research and Development Program at the University of Alabama. Agencies will receive funding for enforcement at the above referenced 185 Impaired Driving Hotspot locations. Participating agencies will receive agreements to do checkpoints, line, and/or saturation patrols within their jurisdiction, with special emphasis at the hotspot locations. This grant is for enforcement, which is above and beyond enforcement provided by the agencies in their day-to-day traffic operations. The total enforcement this grant will provide is \$244,898.00 during the fiscal year beginning October 1, 2020 and ending September 30, 2021.										

Attachment: Exhibit C (4022 : Five (5) ADECA Grant Applications.)

Alabama Department of Economic and Community Affairs
Law Enforcement and Traffic Safety Division
 401 Adams Avenue
 P.O. Box 5690
 Montgomery, AL 36103-5690

Revised 6/05/2014

Cover Page

Application is hereby made for a grant under the program described in item 7 below in the amount and for the purpose set forth in this application

1. Applicant

Name City of Opelika
 Address Post Office Box 390
 Opelika, AL 36803-0390
 Phone # 334-705-5150
 Fax # 334-705-5153
 E-Mail

3. Authorizing Official

Name Mr. Gary Fuller
 Title Mayor
 Address 204 South Seventh Street
 Post Office Box 390
 Opelika, AL 36803-0390
 Phone # 334-705-5150
 Fax # 334-705-5153
 E-Mail Gfuller@opelika-al.gov

2. Implementing Agency

Name City of Opelika
 Phone # 334-705-5150

Signature _____ Date: _____

4. Project Director

Name Terry J. Henderson
 Address 700 Fox Trail
 Opelika, AL 36801
 Phone # 334-705-5455
 Fax #
 E-Mail thenderson@opelika-al.gov

5. Financial Officer

Name Cynthia Boyd - Controller
 Address Post Office Box 390
 Opelika, AL 36803-0390
 Phone # 334-705-5181
 Fax # 334-705-5153
 E-Mail CBoyd@opelika-al.gov

Signature _____ Date: _____

Signature _____ Date: _____

6. Type of Application

- ☐ Original
☒ Continuation of Previous Grant

Number: _____

7. Program Under Which Application is Made
(Include Purpose Areas addressed if applicable)

NHTSA Section 402 Funds FAST Act

8. Active membership in any Statewide associations or coalitions?

9. Project Start Date (Estimated)
 May 24, 2021

10. Project Ending Date (Estimated)
 June 6, 2021

11. Name of the Project: (Brief Descriptive Title)
 FY 2021 CIOT Traffic Enforcement Campaign

12a. Grant Funds Requested	\$	61,584.00
12b. In-Kind Match Provided	\$	-
12c. In-Kind Match Required	\$	-

13. Will other federal support be available for any part of this project? ☐ Yes ☒ No

14. DUNS Number:

831542035

15. Sam.gov Registration Expiration Date:

(If yes, identify and explain on Page 3)

16. Congressional Districts Served:**17. Organization Type (Check one which applies)**

- | | | |
|--|--|--|
| ☐ State Agency | ☐ Public College or University | ☐ Private Not-for-Profit Agency |
| ☒ Local Government | ☐ Private College or University | ☐ Private For-Profit Company |
| ☐ Other Government Entity | ☐ Public Not-for-Profit Agency | ☐ Private Individual |

18. Project Summary: (Suitable for a news release pertaining to this project)

The East Central Alabama Highway Safety Office at The City of Opelika is requesting funding for enforcement within the (18) county East Central region of Alabama. This funding is made possible through our partnership with NHTSA and ADECA. This grant will provide funding for law enforcement agencies to conduct checkpoints, line, and/or saturation patrols within their jurisdiction, with special emphasis on educating the public on the importance of wearing seatbelts and child restraints. It is proven that wearing seatbelts and child restraints help prevent serious injury and/or death during a traffic crash. This grant is for enforcement, which is above and beyond enforcement provided by the agencies in their day-to-day traffic operations. The total enforcement for this grant will provide is \$70,724.64 during the high visibility campaign will be conducted from May 24, 2021 through June 6, 2021. These dates are in conjunction with the National Click It or Ticket Campaign.

Attachment: Exhibit D (4022 : Five (5) ADECA Grant Applications.)

Alabama Department of Economic and Community Affairs
Law Enforcement and Traffic Safety Division
 401 Adams Avenue
 P.O. Box 5690
 Montgomery, AL 36103-5690

Revised 6/05/2014

Cover Page

Application is hereby made for a grant under the program described in item 7 below in the amount and for the purpose set forth in this application

1. Applicant Name City of Opelika Address Post Office Box 390 Opelika, AL 36803-0390 Phone # 334-705-5150 Fax # 334-705-5153 E-Mail	3. Authorizing Official Name Mr. Gary Fuller Title Mayor Address 204 South Seventh Street Post Office Box 390 Opelika, AL 36803-0390 Phone # 334-705-5150 Fax # 334-705-5153 E-Mail Gfuller@opelika-al.gov Signature _____ Date: _____									
2. Implementing Agency Name City of Opelika Phone # 334-705-5150	5. Financial Officer Name Cynthia Boyd - Controller Address Post Office Box 390 Opelika, AL 36803-0390 Phone # 334-705-5181 Fax # 334-705-5153 E-Mail CBoyd@opelika-al.gov Signature _____ Date: _____									
4. Project Director Name Terry J. Henderson Address 700 Fox Trail Opelika, AL 36801 Phone # 334-705-5455 Fax # E-Mail thenderson@opelika-al.gov Signature _____ Date: _____	7. Program Under Which Application is Made (Include Purpose Areas addressed if applicable) NHTSA Section 405d Funds FAST Act									
6. Type of Application ☐ Original ☒ Continuation of Previous Grant Number:	8. Active membership in any Statewide associations or coalitions?									
9. Project Start Date (Estimated) August 20, 2021	10. Project Ending Date (Estimated) September 6, 2021									
11. Name of the Project: (Brief Descriptive Title) FY 2021 Drive Sober Enforcement Campaign	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:70%;">12a. Grant Funds Requested</td> <td style="width:30%; text-align: right;">\$ 41,176.00</td> </tr> <tr> <td>12b. In-Kind Match Provided</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>12c. In-Kind Match Required</td> <td style="text-align: right;">\$ -</td> </tr> </table>	12a. Grant Funds Requested	\$ 41,176.00	12b. In-Kind Match Provided	\$ -	12c. In-Kind Match Required	\$ -			
12a. Grant Funds Requested	\$ 41,176.00									
12b. In-Kind Match Provided	\$ -									
12c. In-Kind Match Required	\$ -									
13. Will other federal support be available for any part of this project? ☐ Yes ☒ No (If yes, identify and explain on Page 3)	14. DUNS Number: 831542035 15. Sam.gov Registration Expiration Date:									
16. Congressional Districts Served:										
17. Organization Type (Check one which applies) <table style="width:100%;"> <tr> <td>☐ State Agency</td> <td>☐ Public College or University</td> <td>☐ Private Not-for-Profit Agency</td> </tr> <tr> <td>☒ Local Government</td> <td>☐ Private College or University</td> <td>☐ Private For-Profit Company</td> </tr> <tr> <td>☐ Other Government Entity</td> <td>☐ Public Not-for-Profit Agency</td> <td>☐ Private Individual</td> </tr> </table>		☐ State Agency	☐ Public College or University	☐ Private Not-for-Profit Agency	☒ Local Government	☐ Private College or University	☐ Private For-Profit Company	☐ Other Government Entity	☐ Public Not-for-Profit Agency	☐ Private Individual
☐ State Agency	☐ Public College or University	☐ Private Not-for-Profit Agency								
☒ Local Government	☐ Private College or University	☐ Private For-Profit Company								
☐ Other Government Entity	☐ Public Not-for-Profit Agency	☐ Private Individual								
18. Project Summary: (Suitable for a news release pertaining to this project) The East Central Alabama Highway Safety Office at The City of Opelika is requesting funding for enforcement within the (18) county East Central region of Alabama. This grant will be used for enforcement at determined areas of concern within the East Cenral region. Agencies will receive agreements to do checkpoints, line, and/or saturation patrols within their jurisdiction, with special emphasis on impaired driving concerns. This grant is for enforcement, which is above and beyond enforcement provided by the agencies in their day-to-day traffic operations. The total overtime enforcement this grant will provide is \$41,176.00 during the blitz period from 8/20/2021 through 9/6/2021.										

Attachment: Exhibit E (4022 : Five (5) ADECA Grant Applications.)

RESOLUTION NO. (ID # 4020)

Employment Contract for Joey Motley.

RESOLUTION NO. _____

**RESOLUTION APPROVING EMPLOYMENT CONTRACT
WITH JOEL D. MOTLEY**

WHEREAS, the City of Opelika, Alabama, (the “City”) requires the services of a City Administrator; and

WHEREAS, Joel D. Motley has the necessary education, experience, skills and expertise to serve as the City Administrator; and

WHEREAS, Joel D. Motley is presently serving the City as City Administrator and has performed the duties of his job in accordance with the requirements of his contract; and

WHEREAS, the City Council of the City of Opelika desires to continue to employ Joel D. Motley to serve as the City Administrator; and

WHEREAS, the City Council desires to renew Joel D. Motley’s Employment Contract to serve as City Administrator; and

WHEREAS, the City Council has been furnished an Employment Contract between the City and Joel D. Motley, and the City Council has determined that the terms of said Contract are acceptable to the City.

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

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

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

3. 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

STATE OF ALABAMA)
 : EMPLOYMENT CONTRACT
 COUNTY OF LEE)

THIS AGREEMENT made and entered into this the ____ day of April, 2020, by and between the **CITY OF OPELIKA, ALABAMA**, a municipal corporation, hereinafter called “Employer”, as party of the first part, and **JOEL D. MOTLEY**, hereinafter called “Employee”, as party of the second part.

RECITALS

WHEREAS, Employer desires to employ the services of JOEL D. MOTLEY as City Administrator of the City of Opelika; and

WHEREAS, it is the desire of the City Council of the City of Opelika (hereinafter called “Council”), to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, it is the desire of the Council to (1) secure and retain the services of Employee and to provide inducements for him to remain in such employment, (2) to make possible full work productivity by assuring Employee’s morale and peace of mind with respect to future security, (3) to act as a deterrent against misconduct or dishonesty on the part of the Employee, and (4) to provide a just means for terminating Employee’s services at such time as he may be unable fully to discharge his duties due to disability or when Employer may otherwise desire to terminate his employ.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION I. DUTIES AND WORKING HOURS.

Employer hereby employs Employee as City Administrator and Employee accepts such employment, subject to the terms and conditions set forth herein. As City Administrator, Employee shall be responsible for administering and overseeing the daily operations of all departments of city government, which are under the Mayor's directions, with the job responsibilities and duties attendant to the position as set forth in the job description incorporated herein and attached hereto as Exhibit "A" and as may be hereinafter amended and with any other job responsibilities and duties as may be assigned by the Mayor from time to time. Employee hereby accepts and agrees to such employment, subject to the general supervision and pursuant to the orders, advice and direction of the Mayor. Employee shall perform such duties as are customarily performed by one holding such a position in other, same or similar positions as that engaged in by the Employer, and shall also additionally render such other and related services and duties as may be assigned to him from time to time by the Mayor.

Employee shall devote his full energies, interest, abilities, and productive time to the performance of this Agreement and utilize his best efforts to promote Employer's interest. Employee's duties may involve expenditures of time in excess of the regularly established work day or in excess of a forty (40) hour work week and may also include time outside of normal office hours. Employee's base salary includes compensation for all hours worked and Employee shall be classified as an exempt employee for purposes of overtime and wage and hour laws. Employee shall not engage in any activity, consulting service or enterprise for compensation or otherwise which is actually or potentially in conflict with or inimical to, or which materially interferes with his duties to Employer.

Employee agrees to adhere to all of the policies, procedures, rules and regulations promulgated by the Employer. These policies, procedures, rules and regulations include, but are

not limited to, those set forth within the Personnel Policies and Procedures Manual, Departmental Rules, Executive Orders, any summary benefit plan descriptions, or any of the personal practices or policies of the Employer. To the extent that Employer's policies, procedures, rules and regulations conflict with the terms of this Agreement, the specific terms of the Agreement will control.

As a condition of employment, Employee agrees to maintain, during the term of this Agreement, his principal residence within the corporate limits of the City of Opelika.

SECTION II. TERM.

Unless sooner terminated in accordance with the provisions of Sections III and IV hereof, this Agreement shall remain in full force and effect for a term of three (3) years beginning April 16, 2020 to and including April 15, 2023.

SECTION III. TERMINATION BY EMPLOYER

(A) DEATH OF EMPLOYEE. If Employee dies before his employment is otherwise terminated, this Contract shall terminate on the date of the Employee's death and all payments of compensation to which the Employee would have been entitled shall cease as of the date of the Employee's death.

(B) ILLNESS OR INCAPACITY. If the Employee is prevented from performing his duties due to illness or incapacity for an aggregate of sixty (60) days in any one year during the term of this Agreement, the Employer is hereby given the option to terminate this Agreement. Such option shall be exercised by the Employer giving written notice to the Employee of the Employer's intention to terminate said Agreement. On the giving of such notice, this Contract shall terminate 30 days after the date of said notice of termination. Upon the effective date of termination,

neither party shall have any further obligation to the other. Notwithstanding the provisions of this paragraph, the Employee shall be afforded the same rights and privileges, as any other employee of the City to participate in any group disability insurance policy or other disability plan of the City which may be now in effect or may be hereinafter adopted.

(C) MISCONDUCT. This Agreement may, at the option of the Employer, be terminated immediately by the Employer upon the occurrence of any of the following acts:

- (1) The Employee being indicted or convicted for any misdemeanor involving moral turpitude, or a felony.
- (2) The Employee conducting himself in a fraudulent or dishonest manner with respect to his duties of employment if, in the opinion of the Mayor, that such conduct discredits Employer or is detrimental to the reputation and standing of Employer. Such option shall be exercised by the Employer giving written notice to Employee of the Employer's intent to terminate and the grounds for such termination.
- (3) Employee having been disciplined by the Mayor repeatedly and/or having serious unacceptable conduct in accordance with the provisions of Section 8 of the Personnel Policies and Procedures Manual of the City of Opelika. Employee shall comply with all policies and procedures of Employer which shall, from time to time be reasonably promulgated. Employee specifically acknowledges that he will be disciplined for violation of established City rules and regulations in accordance with the provisions of the Personnel

Policies and Procedures Manual. The Employee's appeal rights shall be governed by Section 9 of the Personnel Policies and Procedures Manual.

Upon the effective date of termination, neither party shall have any further obligation to the other.

SECTION IV. TERMINATION BY EMPLOYEE

Employee may voluntarily resign his position with Employer before the expiration of the term of his employment, by giving sixty (60) days advance notice of his intent to terminate. Upon termination by voluntary resignation, neither party shall have any further obligation to the other beyond the effective date of termination.

SECTION V. SALARY, REIMBURSEMENTS AND EMPLOYER COSTS.

(a) Base Salary. The Employer shall pay the Employee, as compensation for his services, an annual salary of \$143,405.00 payable in installments at the same time as classified employees of the City are paid. All compensation paid to Employee by Employer shall be subject to customary withholding and employment taxes as required by law. Beginning fiscal year 2020-2021, the Employee shall be eligible for merit increases on an annual basis from 1% to 10% per year based on his job performance. All merit increases shall be awarded at the discretion of the Mayor and will become effective on or about the anniversary date of his contract.

(b) Automobile Allowance. In addition to the base salary noted above, Employer will pay to employee a monthly automobile allowance of \$450.00. This allowance will be paid along with the Employee's salary and is a taxable benefit under IRS guidelines. This allowance is paid to Employee in lieu of the provision of a City vehicle and is intended to compensate the Employee for routine business travel within Lee County. The Employee shall be responsible for

maintaining liability and comprehensive insurance on the vehicle with limits as approved by the Mayor.

(c) Civic Club Dues. Employer acknowledges the value of having the Employee participate and be directly involved in a local civic club or organization. Accordingly, Employer shall pay the reasonable membership fees and/or dues to enable the Employee to become an active member in a local civic club as approved by the Mayor.

SECTION VI. EMPLOYEE BENEFITS

During each twelve (12) month period of the term of this Contract Agreement, Employee shall be entitled to fifteen (15) paid days of vacation. Any leave not taken during the twelve (12) month period can be carried over to the next leave year, up to a cap of three hundred twenty (320) hours. Except for vacation leave, this Agreement shall not be in lieu of all employee benefits to which Employee may be entitled as an employee of the City relating to holidays, sick leave, retirement, insurance, medical and life, or other plans which may now be in effect or which may hereafter be adopted. Employee shall have the same rights and privileges to participate in such plans and benefits as any other employee during his period of employment. The Employer's rights with respect to such benefits shall be subject to (i) the provisions of the relevant contracts, policies or plans providing such benefits, and (ii) the right of the Employer to amend, modify, or terminate any of such benefits if that occurs with respect to all classes of employees covered by a given benefit.

SECTION VII. WORKING FACILITIES.

The Employee shall have a private office, administrative assistance, cell phone, and other facilities, equipment, and services that are suitable to his position and appropriate for the performance of his duties.

SECTION VIII. EXTENT OF SERVICES

The Employee agrees that he will at all times faithfully, industriously and to the best of his ability, experience, and talents, perform all of the duties that may be required of and from him pursuant to the express and implicit terms of this Agreement and shall assume and perform all additional responsibilities and duties related to his job description that the Mayor from time to time may assign him. With approval of the Mayor, the Employee shall be permitted to enroll in professional development courses to enhance the performance of his job.

SECTION IX. ANNUAL EVALUATION.

Annually, the Mayor, in consultation with the Employee, shall define such goals and performance objectives as he determines necessary for the proper operation of the Solid Waste Department. The Mayor shall identify obtainable goals within the time limitations as specified in the annual operating and capital budgets and appropriations provided. Moreover, the Mayor shall review and evaluate the performance of the Employee at least once annually. Said evaluation and review shall be in accordance with the established rules and regulations of the Personnel Policies and Procedures Manual. Further, the Mayor shall provide the Employee with an adequate opportunity for the Employee to discuss his evaluation with the Mayor.

SECTION X. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

The Mayor, in consultation with Employee, shall fix any other terms and conditions of employment as he may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with the provisions of this Agreement, the Employee's job description or any other law.

SECTION XI. NO REDUCTION OF BENEFITS.

The Employer shall not at any time during the term of this Agreement reduce the salary, compensation, or other financial benefits of Employee, except to the degree as such a reduction across-the-board for all employees of the Employer. Notwithstanding anything to the contrary the Employee's rights with respect to compensation and benefits shall be subject to the provisions of Sections V and VI herein, and his rights to salary compensation and other financial benefits may be terminated in accordance with said provisions of this Contract.

SECTION XII. SEVERABILITY.

If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable, the remainder of this Agreement and/or the application of any term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall to be affected thereby, and all other terms shall be valid and enforceable to the fullest extent permitted by law.

SECTION XIII. NO REDUCTION OF BENEFITS.

No assignment of this Agreement or the rights and obligations hereunder shall be valid without the specific written consent of both parties hereto.

SECTION XIV. GOVERNING LAW.

This Agreement has been executed and delivered in, and shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the State of Alabama.

SECTION XV. GENDER AND NUMBER.

Whenever the context hereof required, the gender of all words shall include the masculine, feminine, and neuter, and the number of all words shall include singular and plural.

SECTION XVI. AMENDMENTS AND AGREEMENT EXECUTION

This Agreement and amendments thereto shall be in writing and executed in multiple copies. Each multiple copy shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.

SECTION XVII. NOTICES.

Any notice, demand, or communication required, permitted, or desired to be given hereunder shall be deemed effectively given when personally delivered or mailed by prepaid, certified mail, return receipt requested, addressed as follows:

Employee: JOEL D. MOTLEY
807 Forestdale Court
Opelika, AL 36801

Employer: City of Opelika
P.O. Box 390
Opelika, AL 36803
ATTN: Mayor

SECTION XVIII. WAIVER OF BREACH.

The waiver of either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

SECTION XIX. TIME OF ESSENCE.

Time shall be of the essence with respect to this Agreement.

SECTION XX. ENTIRE AGREEMENT.

This Agreement (including attachments) supersedes all previous contracts and constitutes the entire agreement between the parties hereto.

SECTION XXI. HEADINGS.

Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

IN WITNESS WHEREOF, the City of Opelika has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this Agreement the day and year first above written.

THE CITY OF OPELIKA, ALABAMA

By: _____
GARY FULLER, ITS MAYOR

ATTEST:

RUSSELL A. JONES, CITY CLERK

JOEL D. MOTLEY

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, a municipal corporation, are signed to the foregoing instrument who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument they, in their capacity as Mayor and City Clerk for the City of Opelika, executed the same voluntarily on the day the same bears date.

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

NOTARY PUBLIC
MY COMMISSION EXPIRES:_____

Attachment: Employment Contract Joey Motley 032420 (4020 : Employment Contract for Joel D. Motley.)

STATE OF ALABAMA
COUNTY OF LEE

Before me, the undersigned authority, a Notary Public in and for said county and state, hereby certify that JOEL D. MOTLEY, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said conveyance, she executed the same voluntarily on the day the same bears date.

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

NOTARY PUBLIC
MY COMMISSION EXPIRES:_____

Attachment: Employment Contract Joey Motley 032420 (4020 : Employment Contract for Joel D. Motley.)

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. (ID # 4019)

Granting Franchise to Spire Alabama - 1st Reading.

ORDINANCE NO. _____

ORDINANCE GRANTING FRANCHISE TO SPIRE ALABAMA, INC.

WHEREAS, Spire Alabama, Inc., has requested to renew its franchise with the City of Opelika, to construct, erect, install, renew, repair and maintain and operate a plant or system for the manufacture and/or distribution and/or sale of natural gas to its customers within the corporate limits of the City of Opelika; and

WHEREAS, the City of Opelika is willing to grant said franchise upon the conditions set forth herein.

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

ARTICLE 1

GENERAL GRANT

Section 1.01 **PERMISSION TO INSTALL GAS FACILITIES.** Consent, permission, franchise and authority are hereby granted by the City of Opelika, Alabama (the “City”) to Spire Alabama, Inc. (“Spire-A”) upon the terms and conditions of this ordinance, to construct, erect, install, renew, repair, maintain and operate a plant or system for the manufacture and/or distribution and/or sale of gas over, along and under the streets, avenues, alleys, highways, bridges, viaducts and other public ways of the City (“City Rights”) that are related to Spire-A’s furnishing of gas service to its customers within the corporate limits of the City as they now exist or may exist in the future. The franchise granted by this ordinance is not exclusive and nothing in this ordinance shall be construed as giving Spire-A any exclusive right as to any of the privileges and authority granted.

Section 1.02 **LENGTH OF PRIVILEGE.** Authority for this privilege shall remain in effect until thirty (30) years after the Effective Date of this ordinance, as defined in Section 7.01. Other than a successor organization resulting from the sale or purchase of its assets, Spire-

A shall not transfer or sublease any space that its facilities occupy or have occupied pursuant to this ordinance.

ARTICLE 2

LOCATION, STRUCTURES, CONSTRUCTION

Section 2.01 **LOCATION APPROVED FOR EXISTING FACILITIES.** The location and configuration of the existing facilities of Spire-A over, along and under the streets, avenues, alleys, highways, bridges, viaducts and other public ways within the City are hereby approved and the same shall be repaired, maintained and operated under and subject to the provisions of this ordinance.

Section 2.02 **PLACEMENT OF FUTURE FACILITIES.** All facilities hereafter installed shall be so placed and all work in connection with such installation shall be so performed as not to interfere unreasonably with ordinary travel on the streets, avenues, alleys, highways, bridges, viaducts and other public ways of the City or with any pre-existing municipal water or sewer pipes then in place. In case of any street construction, change of width, change or establishment of street grade, installation of sewers, drains, water mains or power lines, or any other type of structural improvements by the City or City agencies in any street or alley (collectively "City Facilities"), Spire-A, provided it is notified thereof in writing as far in advance as reasonably possible, but in all events at least thirty (30) days prior to the commencement thereof, shall change its facilities so as to conform thereto. The City agrees to work with Spire-A so that if it is possible to modify the design of City Facilities without materially increasing the cost thereof in a way that will substantially reduce the cost or relocating Spire-A facilities, the design of City Facilities will be so modified. Spire-A shall make such changes to its facilities without charge to the City, provided however that if the project is one for which Spire-A would otherwise be eligible for reimbursement of relocation expenses pursuant to Alabama Code Section 23-1-5 or common law, Spire-A shall be reimbursed. The tops of all vaults and manholes utilized by Spire-A within the City shall present an even surface with that pavement at the time and point where laid, and, upon receiving compensation from the City, shall be lowered or raised by Spire-A to conform to the top of paving or improvement as required by the governing body of the City whenever the grade of the public way in which any such vaults or manhole is located may be at any time hereafter lowered or raised.

Section 2.03 **APPROVAL OF CITY.** The construction and installation of any of Spire-A's facilities provided for in Article 1, Section 1.01, or any change thereof, including the extension, reduction or removal of any of these facilities shall be subject to the approval of the City, which approval shall not be unreasonably withheld. Such approval process shall be as

follows: Spire-A shall place on file with the City prints, plans and maps (excluding GIS information) showing the proposed location of any facilities to be constructed or installed, the location of any gas lines to be constructed or installed, and the number of manholes or other openings necessary to gain access to gas lines and none of the facilities so provided for shall be constructed or installed in or under any public way, until a permit therefor is issued by the City, which permit shall indicate the reasonable and lawful time, manner and place of constructing or installing any such facilities (the “Permit”). The parties hereto recognize that in certain circumstances where public safety is of immediate concern, emergency installation or repairs may be required prior to receiving a final permit.

Section 2.04 **THE CITY’S RIGHT TO INSPECT.** The facilities of Spire-A shall be constructed (i) in accord with the Permit and (ii) in accord with all applicable state and federal regulations. The City reserves the right, at its discretion, to make physical on-site inspections of Spire-A’s distribution system located within the City rights-of-way to monitor compliance with the Permit at time of construction, and Spire-A shall correct or substantially correct any default or noncompliance with the Permit.

Section 2.05 **DISTURBANCE OF GROUND BY SPIRE-A.** Spire-A, after doing any excavating, shall leave the surface of the ground in a neatly graded condition. All sidewalks, parkways or pavement disturbed by Spire-A shall be restored by it to as reasonably practicable a condition as possible before such sidewalks, parkways or pavement were disturbed by it, and in the event such sidewalk, parkway or pavement shall become uneven, unsettled or otherwise requires repairing because of such disturbance by Spire-A, then Spire-A, as soon as climactic conditions will permit, shall promptly upon receipt of notice from the City, cause the sidewalk, parkway or pavement to be repaired, or restored to as reasonably practicable a condition as possible before the sidewalk, parkway or pavement was disturbed by Spire-A. Spire-A shall keep all facilities which it shall construct by virtue of this ordinance in reasonably safe condition at all times and shall maintain those barriers and danger signals during the condition, repair or renewal work performed hereunder as will reasonably avoid damage to life, limb and property.

Section 2.06 **SYSTEM MAINTENANCE AND CUSTOMER SERVICE.** As a regulated public utility, subject to the rules and regulations of the Alabama Public Service Commission, Spire-A is subject to the jurisdiction of the Alabama Public Service Commission as such jurisdiction relates to customer service, rates, pipeline safety and the operation and maintenance of its distribution system within the City limits of Opelika.

Spire-A shall provide continuing maintenance and services or replacement of all facilities for the term of the Franchise Agreement or any extension thereof. Notwithstanding the above statement, with the express written consent of the City and as the City directs, Spire-A may

purge its underground pipes and facilities of combustibles and abandon them in place. Such abandonment shall comply with all rules and regulations promulgated by the Alabama Public Service Commission and/or the United States Department of Transportation related to such abandonment. Spire-A shall be responsible for arranging for any environmental reviews required by law. The City's consent to the abandonment of underground pipes or facilities by Spire-A shall not relieve Spire-A of its obligation to remove or alter such pipes and facilities at its sole cost if, pursuant to a City- or State-owned and financed construction project, the City or State, in compliance with the law, requests its removal and/or if ADEM or an empowered federal agency requires its removal due to health, safety and/or environmental concerns.

ARTICLE 3

FRANCHISE FEE

Section 3.01 **AMOUNT OF COMPENSATION.** Because the City (a) is compelled to protect the public interest and hold streets, alleys and other public ways and rights-of-way in trust for the public; (b) is authorized to grant a franchise for a gas plant and gas distribution system rights to the exclusion of other members of the public where such use of public ways and rights-of-way is commercial; (c) has a need to act as proprietor when acting in the public interest in granting such franchise rights to a private commercial enterprise; (d) is authorized to charge a franchise fee for the commercial use of its public ways and rights-of-way Spire-A shall pay to the City as compensation for its use of the public ways and rights-of-way, in addition to all taxes now and hereafter required by law to be paid, a franchise fee equal to one percent (1%) of its gross annual revenues for each calendar year so long as this agreement shall be effective. "Gross revenue" as used herein means all the sums of money which Spire-A receives from the provision of gas services within the corporate limits of the City. The Franchise Fee required hereby is not in substitution of or in lieu of any other tax, fee, imposition or charge for which Spire-A would otherwise be responsible or liable.

Section 3.02 **WHEN COMPENSATION IS DUE.** The compensation to the City as a franchise fee shall be computed annually during the term of this Agreement and shall be paid with respect to any amounts that become due for the preceding year on or before March 1 of the succeeding year. Spire-A shall also file with the City on March 1 so long as this Agreement shall be effective, a financial statement showing in detail the gross annual revenues of Spire-A derived within the corporate limits of the City during the preceding calendar year.

Section 3.03 **RIGHT OF AUDIT.** The City shall have the right to audit the books and records of Spire-A relating to gas service provided within the corporate limits of the City for the purpose of verifying that the amounts of compensation paid under Section 3.01 for the prior year

were in compliance with the provisions of this Section. Any costs of such audit shall be paid by the City.

Section 3.04 **LATE FEES.** In the event Spire-A made an underpayment when such payment was due and that the underpayment exceeded five percent (5%) of the amount due and was not corrected within fifteen (15) days of its discovery, Spire-A shall pay interest to the City at the rate of eight percent (8%) per annum. Interest shall be due on the entire underpayment or the entire late payment from the date on which the payment was due until the date on which the full payment was received.

ARTICLE 4

REMOVAL OF FIXTURES UPON ABANDONMENT

Section 4.01 Upon abandonment of its distribution system and, if required by applicable state or federal safety regulation, Spire-A shall remove all facilities herein authorized and restore the public way. The restoration of the public way shall be performed under the supervision and to the satisfaction of the City and in accordance with local ordinances without cost or expense to the City. If such removal is not required by state or federal safety regulations, Spire-A may elect to abandon its distribution in place in accordance with applicable state or federal safety rules and regulations.

ARTICLE 5

RIGHTS OF OTHERS

Section 5.01 The consent, permission and authority herein granted are not intended to limit or modify any franchise, license or permit previously granted by the City to any other occupant of the public ways. Therefore, Spire-A, recognizing the prior rights of other franchisees, licensees and permittee in the public way, shall exercise the authority herein granted in such manner as not to unlawfully interfere, endanger or impair the prior or future rights of other franchisees, licensees and permittees in the public way. Prior franchisees, licensees or permittees shall also, in like manner, respect the rights and not interfere with the rights of Spire-A. Spire-A shall abide by all current federal, state and municipal regulatory standards applicable, including but not limited to Occupational Safety and Health Administration industrial standards.

ARTICLE 6

INDEMNIFICATION OF MUNICIPALITY

Section 6.01 **SPIRE-A SHALL BE RESPONSIBLE FOR ITS VIOLATIONS AND LAWSUITS.** To the extent permitted by law, Spire-A shall, at all times, defend, indemnify, protect and save harmless the City, the City Council, the Mayor, its officers, agents, servants and employees, from any and all penalty, damage or charges arising out of claims, suits, demands, causes of action or award of damages, whether compensatory or punitive, or expenses arising therefrom, either at law or in equity, which might be claimed now or in the future, which may arise out of, or be caused by the construction, erection, maintenance, repair, installation, replacement, removal or restoration of Spire-A's plant or system within the City by a negligent act or omission of Spire-A, its agents or employees, contractors, subcontractors, independent contractors, or implied or authorized representatives, and not caused by the misconduct or negligent acts or omissions of a third party. With respect to the penalties, damages or charges referenced herein, reasonable attorneys' fees, consultants' fees and expert witness fees are included as those costs which may be recovered by the City. The parties hereto recognize that as a subsidiary of a publicly traded company, Spire-A's risk management program includes both self-insurance and insurance from third parties.

Section 6.02 **INSURANCE.** Except as provided in Section 6.03, Spire-A shall secure and maintain, for the term of this Franchise Agreement, public liability, property damage insurance and umbrella coverage in at least the following amounts:

1. Public Liability: \$1,000,000.00 per person per occurrence.
2. Liability for Damage to Property of Others: \$1,000,000.00 per any one claim
3. Umbrella Liability: \$5,000,000.00

Section 6.03 **CERTIFICATES OF INSURANCE.** In the event Spire-A elects to obtain insurance as provided herein rather than electing to self-insure as provided for in Section 6.04, Spire-A shall furnish or have its insurer furnish to the City certificates of insurance for all of the coverage described above, from companies authorized to do business in the State of Alabama. Such certificates shall include the City as an additional insured.

Section 6.04 **SELF-INSURANCE.** Spire-A maintains the option, at the Effective Date of this Agreement and at any time throughout the term of this Agreement, to self-insure any or all of the types and/or limits of insurance coverage described in this Article 6 and shall provide the City with a statement certifying such self-insurance, which self-insurance must be approved by the City. Upon written request, Spire-A shall provide a copy of its FERC Form 2 as filed

with the Alabama Public Service Commission to the City of Opelika so that it may review the financial condition of Spire-A.

ARTICLE 7

PUBLICATION OF ORDINANCE AND ACCEPTANCE OF FRANCHISE

Section 7.01 This Ordinance shall be published in synopsis form in a newspaper of general circulation published in the City of Opelika, Lee County, Alabama, pursuant to Section 11-45-8(b)(2), *Code of Alabama*, (1975 as amended). Such publication shall be affected by the City Clerk, and the expenses thereof shall be paid by Spire-A. After such publication shall have been made, the City Clerk shall enter upon the minutes of the City Council immediately after the place where the ordinance is recorded, his certificate setting forth the time and manner of publication thereof. Spire-A shall, not later than thirty (30) days after the completion of the publication of this ordinance, file with the City Clerk a written acceptance thereof; and this ordinance shall take effect on the thirty-first (31st) day next after the final publication thereof as herein above provided for (the "Effective Date"), and on and after such Effective Date this ordinance shall constitute a contract between the City and Spire-A, its successors and assigns. The acceptance by Spire-A of this Franchise Agreement in the manner hereinabove provided shall have the effect of terminating any other franchise heretofore granted by the City and then held by Spire-A covering the distribution of gas in the City and the territory contiguous thereto.

ARTICLE 8

SEVERABILITY CLAUSE

Section 8.01 **OTHER PROVISIONS REMAIN LEGAL.** In the event any court of competent jurisdiction shall adjudge any provision or provisions hereof invalid or illegal or direct a change by the grantee in any manner or thing contained, such validity or illegality or change shall in no way affect the remaining provisions of this ordinance, or their validity or legality, and this ordinance in all other respects shall continue in full force and effect, as if said provision or provisions had not been so adjudged invalid or illegal or such change directed.

ARTICLE 9

NONASSIGNABILITY

Section 9.01 With the exception of a successor owner of Spire-A's assets by sale or purchase, there shall be no assignment of this franchise, without the prior expressed approval of the City. Any assignment or transfer without such prior written consent shall constitute a default of this ordinance and may subject the franchise to revocation.

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